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As filed with the Securities and Exchange Commission on July 14, 2017

Registration No. 333-219060

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 2
to
Form S-4
REGISTRATION STATEMENT

Under

THE SECURITIES ACT OF 1933

CIENA CORPORATION

(Exact name of registrant as specified in charter)

Delaware	**7373**	**23-2725311**
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Number)**	**(I.R.S. Employer Identification No.)**

Ciena Corporation
7035 Ridge Road
Hanover, Maryland 21076
(410) 694-5700
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

David M. Rothenstein
Senior Vice President, General Counsel and Secretary
Ciena Corporation
7035 Ridge Road
Hanover, Maryland 21076
(410) 694-5700
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Michael J. Silver
William Intner
Hogan Lovells US LLP
100 International Drive
Suite 2000
Baltimore, Maryland 21202
(410) 659-2700

Deanna L. Kirkpatrick
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
(212) 450-4000

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐
		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 7(a)(2)(B) of the Securities Act. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities To be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
3.75% Convertible Senior Notes due 2018	$350,000,000.00	$993.09(2)	$347,582,980.32(2)	$40,284.90(5)
Common stock, par value $0.01 par value	(3)	(3)	(3)	(4)

(1) Estimated pursuant to Rule 457(f) under the Securities Act of 1933, as amended, solely for the purposes of calculating the registration fee. The price per $1,000 original principal amount of the 3.75% Convertible Senior Securities due 2018 is based on the book value of the currently outstanding 3.75% Convertible Senior Notes due 2018 as of June 28, 2017.
(2) Reduced by the exchange fee of $2.50 for each $1,000 original principal amount.
(3) Also includes an indeterminate number of shares of our common stock that are issuable upon conversion of the notes.
(4) Pursuant to Rule 457(i) under the Securities Act, there is no additional filing fee with respect to the shares of common stock issuable upon conversion of the notes because no additional consideration will be received by the registrant in connection with the exercise of the conversion privilege.
(5) Previously paid.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information in this preliminary prospectus may change. We may not complete the exchange offer and issue these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to amendment—dated July 14, 2017

PROSPECTUS

Ciena Corporation

OFFER TO EXCHANGE

New 3.75% Convertible Senior Notes due 2018
and an Exchange Fee
for all of our outstanding
3.75% Convertible Senior Notes due 2018

Subject to the Terms and Conditions described in this Prospectus

THE EXCHANGE OFFER WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON FRIDAY, JULY 28, 2017 UNLESS EXTENDED OR EARLIER TERMINATED BY US.

This Prospectus describes the offer of Ciena Corporation ("we," "us" or the "Company"), with principal executive offices located at 7035 Ridge Road, Hanover, Maryland 21076.

The Exchange Offer

We are offering to exchange new 3.75% Convertible Senior Notes due 2018 and an exchange fee of $2.50 for each $1,000 original principal amount for all of our outstanding 3.75% Convertible Senior Notes due 2018 upon the terms and subject to the conditions set forth in this prospectus. We refer to this offer as the "exchange offer." We refer to our outstanding 3.75% Convertible Senior Notes due 2018 as the "Old Notes" and to our new 3.75% Convertible Senior Notes due 2018 as the "New Notes." The CUSIP number of the Old Notes is 171779AG6.

- Upon our completion of the exchange offer, each $1,000 original principal amount of Old Notes that are validly tendered and not validly withdrawn will be exchanged for $1,000 original principal amount of New Notes and an exchange fee of $2.50.
- Tenders of Old Notes may be withdrawn at any time before 12:00 midnight, New York City time, at the end of the day on the expiration date of the exchange offer.
- As explained more fully in the prospectus, the exchange offer is subject to customary conditions, which we may waive.
- We will not receive any proceeds from the exchange offer.
- **The exchange offer expires at 12:00 midnight, New York City time, at the end of the day on July 28, 2017, unless extended, which we refer to as the expiration date.**

The New Notes

We will issue up to $350,000,000 aggregate principal amount of our new 3.75% Convertible Senior Notes due 2018 in the exchange offer.

The terms of the New Notes are identical to the Old Notes, except for the following modification:

- Net Share Settlement. The New Notes will authorize us to settle conversions for cash, shares of our common stock, or a combination of cash and shares (together with cash, if applicable, in lieu of delivering any fractional share of common stock) at our election. The New Notes also contain related modifications to accommodate that settlement method.

Our common stock is traded on the New York Stock Exchange under the symbol "CIEN." On July 13, 2017, the reported last sale price of our common stock on the New York Stock Exchange was $25.80 per share.

See "Risk Factors" beginning on page 10 for a discussion of issues that you should consider with respect to the exchange offer.

None of our Board of Directors, Ciena, the exchange agent, the trustee, the dealer manager or any other person is making any recommendation as to whether you should choose to exchange your Old Notes for New Notes plus the exchange fee.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or this transaction, passed upon the merits or fairness of this transaction, or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

J. P. Morgan

Dealer Manager

, 2017

Neither we nor the dealer manager has authorized any other person to provide you with different or additional information other than information that is contained in this prospectus, and we take no responsibility for, and can provide no assurances as to the reliability of, any different or additional information any other person may give you. We are not making an offer to exchange these securities in any jurisdiction where the exchange, offer or sale is not permitted. You should assume that the information in this prospectus is accurate as of the date appearing on the front cover of this prospectus only unless the information specifically indicates that another date applies. Our business, financial condition, results of operations and prospects may have changed since that date.

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This prospectus incorporates important business and financial information about us that is not included or delivered with this prospectus. We will provide without charge, upon written or oral request, to each person, including any beneficial owner, to whom this prospectus is delivered, a copy of all documents referred to below which have been or may be incorporated by reference into this prospectus excluding exhibits to those documents unless such exhibits are specifically incorporated by reference into those documents.

In order to obtain timely delivery, you must request the information no later than July 21, 2017, which is five business days before the expiration date of the exchange offer. Any such request should be directed to us at:

Ciena Corporation
7035 Ridge Road
Hanover, Maryland 21076
Attention: Corporate Secretary
Telephone (410) 694-5700

SUMMARY

The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information included elsewhere or incorporated by reference in this prospectus. Because this is a summary, it may not contain all the information that may be important to you. You should read the entire prospectus, as well as the information incorporated by reference, before making an investment decision. Some of the statements in this prospectus constitute forward-looking statements that involve risks and uncertainties. See "Cautionary Note Regarding Forward-Looking Statements." Our actual results could differ materially from those anticipated in such forward-looking statements as a result of certain factors, including those discussed in the "Risk Factors" and other sections of this prospectus.

Company Overview

We are a network strategy and technology company, providing solutions that enable a wide range of network operators to adopt next-generation communication architectures and to deliver a broad array of services relied upon by enterprise and consumer end users. We provide equipment, software and services that support the transport, switching, aggregation, service delivery and management of voice, video and data traffic on communications networks. Our high-capacity hardware and network management and control software solutions enable open, multi-vendor, programmable networks that improve automation, reduce network complexity and flexibly support changing service requirements. Our solutions yield business and operational value for our customers by enabling them to support new applications, introduce new revenue-generating services and reduce network complexity and expense.

Our Converged Packet Optical, Packet Networking and Optical Transport products are used by a diverse set of customers and market segments, including communications service providers, cable and multiservice operators, Web-scale providers, submarine network operators, governments, enterprises, research and education (R&E) institutions, and other emerging network operators. These products, which provide functionality from the network core to network access points, allow network operators to scale capacity, increase transmission speeds, allocate traffic and adapt dynamically to changing end-user service demands. In addition to our portfolio of high-capacity hardware platforms, we offer network management and control software platforms designed to simplify the creation, automation and delivery of services across multi-vendor and multi-domain network environments. Our software solutions are oriented around our modular Blue Planet software platform for multi-domain service orchestration, network function virtualization, and network management and control. To complement our hardware and software solutions, we offer a broad range of transformation and automation services that help our customers design, optimize, integrate, deploy, manage and maintain their networks.

The Exchange Offer

Purpose of the Exchange Offer	The purpose of this exchange offer is to change certain terms of the Old Notes related to our settlement options upon conversion by holders of the notes. For a more detailed description of these changes, see "—Material Differences Between the Old Notes and New Notes."
The Exchange Offer	We are offering to exchange $1,000 original principal amount of New Notes and an exchange fee of $2.50 for each $1,000 original principal amount of Old Notes accepted for exchange.
Conditions to Exchange Offer	The exchange offer is subject to certain customary conditions, including that the registration statement of which this prospectus forms a part be effective under the Securities Act of 1933, as

	amended. We may terminate the exchange offer at our option as described in "The Exchange Offer—Conditions for Completion of the Exchange Offer." If we terminate the exchange offer, any Old Notes tendered will be returned to you as soon as practicable.
Expiration Date	The exchange offer will expire at 12:00 midnight, New York City time, at the end of the day on July 28, 2017 unless we extend or terminate it earlier, which we refer to as the expiration date. We may extend the expiration date for any reason. If we decide to extend it, we will announce any extensions by press release or other permitted means no later than 9:00 a.m., New York City time, on the business day after the previously scheduled expiration date of the exchange offer.
Withdrawal of Tenders	Tenders of Old Notes may be withdrawn in writing at any time prior to 12:00 midnight, New York City time, at the end of the day on the expiration date.
Procedures for Exchange	To exchange Old Notes for New Notes, you must tender Old Notes. A holder who wishes to tender Old Notes in the Exchange Offer must cause to be transmitted to the exchange agent an agent's message, which message must be received by the exchange agent prior to 12:00 midnight, New York City time, at the end of the day on the expiration date. We will determine in our reasonable discretion whether any Old Notes have been validly tendered. Old Notes must be tendered by electronic transmission of acceptance through The Depository Trust Company's, or DTC's, Automated Tender Offer Program, or ATOP, procedures for transfer. Please carefully follow the instructions contained in this document on how to tender your securities. If you decide to tender Old Notes in the exchange offer, you may withdraw them at any time prior to the expiration of the exchange offer. If we terminate the exchange offer or if we do not accept any Old Notes for exchange, they will be returned without expense promptly after the expiration or termination of the exchange offer. **Please see "The Exchange Offer" for instructions on how to exchange your Old Notes.**
Acceptance of Old Notes	We will accept all Old Notes validly tendered and not withdrawn as of the expiration of the exchange offer and will issue the New Notes promptly after expiration of the exchange offer, upon the terms and subject to the conditions in this prospectus, subject to the conditions to the exchange offer. We will accept Old Notes for exchange after the exchange agent has received a timely book-entry confirmation of transfer of Old Notes into the exchange agent's DTC account. Our

	written notice of acceptance to the exchange agent will be considered our acceptance of the exchange offer.
Amendment of the Exchange Offer	We reserve the right to interpret or modify the terms of this exchange offer, provided that we will comply with applicable laws that require us to extend the period during which securities may be tendered or withdrawn as a result of changes in the terms of or information relating to the exchange offer.
Use of Proceeds	We will not receive any cash proceeds from this exchange offer. Old Notes that are validly tendered and exchanged pursuant to the exchange offer will be retired and canceled.
Fees and Expenses of the Exchange Offer	We estimate that the approximate total cost of the exchange offer, including payment of the exchange fee, assuming all of the Old Notes are exchanged for New Notes, will be approximately $2 million. See “The Exchange Offer—Fees and Expenses.”
Taxation	See “Material United States Federal Income Tax Considerations” for a summary of material U.S. federal income tax consequences or potential consequences that may result from: (i) the exchange of Old Notes for New Notes, (ii) the payment of an exchange fee, and (iii) the ownership and disposition of the New Notes and common stock into which the New Notes are convertible. The U.S. federal income tax consequences of the exchange of Old Notes for New Notes are not entirely clear. We intend to take the position that the exchange of Old Notes for New Notes will not constitute a significant modification of the terms of the Old Notes and that, as a result, the New Notes will be treated as a continuation of the Old Notes and there will be no United States federal income tax consequences to holders who participate in the exchange offer, except that holders will have to recognize the amount of the exchange fee as ordinary income. If, contrary to our position, the exchange of the Old Notes for the New Notes does constitute a significant modification to the terms of the Old Notes, the U.S. federal income tax consequences to you could materially differ. The receipt of the exchange fee by Non-U.S. Holders (as defined below) may be subject to U.S. federal withholding tax.
Old Notes Not Tendered	If you do not exchange your Old Notes in this exchange offer, or if your Old Notes are not accepted for exchange, you will continue to hold your Old Notes and will be entitled to all the rights and subject to all the limitations applicable to the Old Notes.

Consequences of Not Exchanging Old Notes	If you do not exchange your Old Notes in the exchange offer, the liquidity of any trading market for Old Notes not tendered for exchange, or tendered for exchange but not accepted, could be significantly reduced to the extent that Old Notes are tendered and accepted for exchange in the exchange offer. Holders who do not exchange their Old Notes for New Notes will not receive the exchange fee. Holders of Old Notes who do not exchange their Old Notes for New Notes can continue to convert their Old Notes during the term of the Old Notes in accordance with the terms of the Old Notes.
Deciding Whether to Participate in the Exchange Offer	Neither we nor our officers or directors have made any recommendation as to whether you should tender or refrain from tendering all or any portion of your Old Notes in the exchange offer. Further, we have not authorized anyone to make any such recommendation. You should make your own decision as to whether you should tender your Old Notes in the exchange offer and, if so, the aggregate amount of Old Notes to tender after reading this prospectus, including the "Risk Factors" and the information incorporated by reference in this prospectus, and consulting with your advisors, if any, based on your own financial position and requirements.
Dealer Manager	J. P. Morgan Securities LLC is the dealer manager for this exchange offer.
Exchange Agent	The Bank of New York Mellon Trust Company, N.A. is the exchange agent for this exchange offer. Its address and telephone numbers are located on the back cover of this prospectus.

Questions and Answers About the Exchange Offer

The following are some of the questions you may have as a holder of the Old Notes and the answers to those questions. You should refer to the more detailed information set forth in this prospectus for more complete information about us and the exchange offer.

Q: Who is making the exchange offer?

A: Ciena Corporation, the issuer of the Old Notes, is making the exchange offer.

Q: Why are we making the exchange offer?

A: The purpose of this exchange offer is to change certain terms of the Old Notes related to our settlement options upon conversion by holders of the notes. The New Notes give us the option, at our election, to settle conversions for cash, shares of our common stock, or a combination of cash and shares. The New Notes also contain related modifications to accommodate that settlement method. The Old Notes only allow for settlement in shares of common stock upon conversion. Through these additional settlement options upon conversion of the New Notes we believe that we gain added flexibility and can better manage our long-term capital structure. For example, if we elect to settle any conversions of the New Notes in cash or a combination of cash and shares, we may be able to reduce our related share issuance as well as the dilutive effect of such conversions as compared to the Old Notes.

The additional settlement features included in the New Notes may also permit us to exclude certain shares from our diluted shares outstanding for purposes of calculating our diluted earnings per share. Convertible debt instruments (such as the New Notes) that may be settled entirely or partly in cash may, in certain circumstances where the borrower has the ability and intent to settle in cash, be accounted for utilizing the treasury stock method. Under this method, if we have the ability and intent to repay the principal in cash, the shares issuable upon conversion of the New Notes would not be included in the calculation of diluted earnings per share except to the extent that the conversion value of the New Notes exceeds their principal amount. As of the date of this prospectus, we have not made a determination that we will use the treasury stock method, and we cannot be certain that applicable accounting standards will permit the use of the treasury stock method.

Q: When will the exchange offer expire?

A: The exchange offer will expire at 12:00 midnight, New York City time, at the end of the day on July 28, 2017, unless extended or earlier terminated by us. We may extend the expiration date for any reason. If we decide to extend it, we will announce any extensions by press release or other permitted means no later than 9:00 a.m., New York City time, on the business day after the scheduled expiration of the exchange offer.

Q: What will you receive in the exchange offer if you tender your Old Notes and they are accepted?

A: For each $1,000 original principal amount of Old Notes that we accept in the exchange, you will, receive $1,000 original principal amount of New Notes plus an exchange fee in the amount of $2.50. The exchange will be made upon the terms and subject to the conditions set forth in this document.

Q: If the Exchange Offer is consummated but you do not tender your Old Notes, how will your rights be affected?

A: If you do not exchange your Old Notes in this exchange offer, or if your Old Notes are not accepted for exchange, you will continue to hold your Old Notes and will be entitled to all the rights and subject to all the limitations applicable to the Old Notes.

Q: What amount of Old Notes are we seeking in the exchange offer?

A: We are seeking to exchange all $350,000,000 of our outstanding Old Notes.

Q: What is the minimum amount of Old Notes required to be tendered in the exchange offer?

A: There is no minimum—the exchange offer is not conditioned upon the valid tender of a minimum aggregate original principal amount of Old Notes.

Q: Will we exchange all of the Old Notes validly tendered?

A: Yes. We will exchange all of the Old Notes validly tendered pursuant to the terms of the exchange offer, if the exchange offer is consummated.

Q: What are the conditions to the completion of the exchange offer?

A: The exchange offer is subject to a limited number of conditions, some of which we may waive in our sole discretion. Most significantly, the registration statement of which this prospectus forms a part must be declared effective by the Securities and Exchange Commission and we must not have terminated or withdrawn the exchange offer, which we may do in our sole discretion. If any of these conditions are not

satisfied, we will not be obligated to accept and exchange any tendered Old Notes. Prior to the expiration date of the exchange offer, we reserve the right to terminate, withdraw or amend the exchange offer as described in this prospectus. We describe the conditions to the exchange offer in greater detail in the section titled "The Exchange Offer—Conditions for Completion of the Exchange Offer."

Q: Who may participate in the Exchange Offer?

A: All holders of the Old Notes may participate in the exchange offer.

Q: Do you have to tender all of your Old Notes to participate in the exchange offer?

A: No. You do not have to tender all of your Old Notes to participate in the exchange offer.

Q: Will the New Notes be freely tradable?

A: Yes. The New Notes are being simultaneously registered under the Securities Act of 1933 on a registration statement of which this prospectus forms a part. The consummation of the exchange offer is contingent on the Securities and Exchange Commission declaring this registration statement effective.

Q: Will the New Notes be listed?

A: We have not applied and do not intend to apply for listing of the New Notes on any securities exchange.

Q: What risks should you consider in deciding whether or not to tender your Old Notes?

A: In deciding whether to participate in the exchange offer, you should carefully consider the discussion of risks and uncertainties affecting the exchange offer, our business, the New Notes and our common stock described in the section of this memorandum entitled "Risk Factors," and the documents incorporated by reference into this prospectus.

Q: How do you participate in the exchange offer?

A: In order to exchange Old Notes, you must tender the Old Notes through ATOP. We describe the procedures for participating in the exchange offer in more detail in the section titled "The Exchange Offer—Procedures for Tendering Old Notes."

Q: May you withdraw your tender of Old Notes?

A: Yes. You may withdraw any tendered Old Notes at any time prior to 12:00 midnight, New York City time, at the end of the day on the expiration date of the exchange offer.

Q: What happens if your Old Notes are not accepted in the exchange offer?

A: If we do not accept your Old Notes for exchange for any reason, Old Notes tendered by book entry transfer into the exchange agent's account at The Depository Trust Company will be credited to your account at DTC. Any Old Notes, otherwise tendered, but not accepted for exchange, will be promptly returned to you.

Q: If you decide to tender your Old Notes, will you have to pay any fees or commissions to us or the exchange agent?

A: We will pay transfer taxes, if any, applicable to the exchange of Old Notes for New Notes issued to you pursuant to the exchange offer. Additionally, we will pay all other expenses related to the exchange offer, except any commissions or concessions of any broker or dealer.

Q: How will you be taxed on the exchange of your Old Notes?

A: Please see the section of this prospectus entitled "Material United States Federal Income Tax Considerations." The tax consequences to you of the exchange offer are not entirely clear. You should consult your own tax advisor for a full understanding of the tax consequences of participating in the exchange offer.

Q: Has the Board of Directors adopted a position on the exchange offer?

A: Our Board of Directors has approved the making of the exchange offer. However, our directors do not make any recommendation as to whether you should tender Old Notes pursuant to the exchange offer. You must make the decision whether to tender Old Notes and, if so, how many Old Notes to tender.

Q: Who can you call with questions about how to tender your Old Notes?

A: You should direct any questions regarding procedures for tendering Old Notes to The Bank of New York Mellon Trust Company, N.A., our exchange agent. Any requests for additional copies of this prospectus or the documents incorporated by reference in this prospectus should be directed to us. The address and telephone number for our exchange agent is included on the back cover of this prospectus.

Material Differences Between The Old Notes And The New Notes

The material differences between the Old Notes and the New Notes are illustrated in the table below. The table below is qualified in its entirety by the information contained in this prospectus and the indentures and other documents governing the Old Notes and the New Notes, copies of which have been filed as exhibits to the registration statement of which this prospectus forms a part. For a more detailed description of the New Notes, see "Description of the New Notes."

	Old Notes	New Notes
Securities Offered	On October 18, 2010, we issued and sold $350,000,000 aggregate original principal amount of our outstanding 3.75% Convertible Senior Notes due 2018. Each Old Note was issued in denominations of $2,000 and integral multiples of $1,000 in excess thereof.	Up to $350,000,000 aggregate original principal amount of New Notes, in denominations of $2,000 original principal amount and integral multiples of $1,000 in excess thereof, offered in exchange for equal original principal amount of Old Notes together with an exchange fee of $2.50 per $1,000 aggregate principal amount of Old Notes.
Settlement upon Conversion	Upon conversion of Old Notes, we will satisfy our conversion option by delivering shares of our common stock.	Upon conversion of New Notes, we will satisfy our conversion obligation by paying or delivering, as the case may be, cash, shares of our common stock or a combination of cash and shares of our common stock, at our election. In addition, the New Notes contain related modifications to accommodate a settlement in shares of our common stock, cash or a combination thereof at our election. For example, the conversion rate adjustments are generally effective as of the ex-dividend date for a dividend or distribution.

The New Notes

The following is a summary of some of the terms of the New Notes. For a more complete description of the terms of the New Notes, see "Description of the New Notes" in this prospectus.

Issuer	Ciena Corporation
Securities Offered	$350 million principal amount of 3.75% Convertible Senior Notes due 2018.
Interest	The New Notes will bear interest at an annual rate of 3.75%. Interest is payable on April 15 and October 15 of each year, beginning on October 15, 2017.
Maturity Date	October 15, 2018, unless earlier repurchased or converted.
Conversion Rate	The New Notes may be converted into cash, shares of our common stock or a combination thereof, at our election, initially at a conversion rate of 49.5872 shares of our common stock per $1,000 principal amount of New Notes (which is equivalent to an initial conversion price of approximately $20.17 per share) prior to maturity, unless earlier repurchased.
Ranking	The New Notes will be our senior unsecured obligations and will rank *pari passu* with all of our other senior unsecured debt and senior to all of our future subordinated debt. The New Notes will be structurally subordinated to all present and future debt and other obligations of our subsidiaries. In addition, the New Notes are effectively subordinated to all of our present and future secured debt.
Sinking Fund	None.
Repurchase at Option of Holder upon a Fundamental Change	If we undergo a fundamental change (as defined under "Description of the New Notes—Repurchase at Option of the Holder upon a Fundamental Change"), holders will, subject to certain exceptions, have the right, at their option, to require us to purchase for cash any or all of their New Notes at a price equal to 100% of the principal amount of the New Notes to be repurchased, plus accrued and unpaid interest, including additional interest, if any, to the fundamental change repurchase date.
Adjustment to Conversion Rate Upon a Make-whole Fundamental Change	If a holder elects to convert New Notes in connection with a "make-whole fundamental change," as defined in this prospectus, we will in certain circumstances increase the conversion rate by a specified number of additional shares, depending on the price paid per share for our common stock in such make-whole fundamental change, as described under "Description of the New Notes—Adjustment to Conversion Rate Upon a Make-whole Fundamental Change."

Book-Entry Form	The New Notes will be issued in book entry form and are represented by permanent global certificates deposited with, or on behalf of, The Depository Trust Company ("DTC") and registered in the name of a nominee of DTC. Beneficial interests in any of the New Notes will be shown on, and transfers will be effected only through, records maintained by DTC or its nominee and any such interest may not be exchanged for certificated securities, except in limited circumstances.
Listing	Our common stock is traded on the New York Stock Exchange under the symbol "CIEN." We do not intend to list the New Notes on any exchange.
Risk Factors	Investment in the New Notes involves risks. You should carefully consider the information under "Risk Factors" and all other information included in, or incorporated by reference into, this prospectus before investing in the New Notes.
Trustee, Paying Agent, Security Registrar and Conversion Agent	The Bank of New York Mellon Trust Company, N.A.

RISK FACTORS

An investment in the New Notes involves risk. Before deciding whether to participate in the exchange offer, you should carefully consider the risks and uncertainties discussed below and elsewhere in this prospectus, including those set forth under the heading "Cautionary Note Regarding Forward-Looking Statements," together with all other information contained or incorporated by reference herein. You should also consider the risks set forth in our most recent Annual Report on Form 10-K, our subsequent Quarterly Reports on Form 10-Q and the other documents we file with the SEC and that are incorporated by reference in this prospectus. Any of the risks discussed below or elsewhere in this prospectus or in our SEC filings incorporated by reference in this prospectus, and other risks we have not anticipated or discussed, could have a material adverse impact on our business, financial condition or results of operations. In that case, our ability to pay interest on the New Notes when due or to repay the New Notes at maturity could be adversely affected, and the trading price of the New Notes could decline substantially.

Risks Related to the New Notes and our Common Stock

The New Notes are effectively subordinated to our secured debt and any liabilities of our subsidiaries.

The New Notes will be our senior unsecured obligations and will rank *pari passu* with all of our other senior unsecured debt and senior to all of our future subordinated debt. The New Notes will be structurally subordinated to all present and future debt and other obligations of our subsidiaries. In addition, the New Notes are effectively subordinated to all of our present and future secured debt to the extent of the value of the collateral securing such debt. In the event of our bankruptcy, liquidation, reorganization or other winding up, our assets that secure debt ranking senior or equal in right of payment to the New Notes will be available to pay obligations on the New Notes only after the secured debt has been repaid in full from these assets. There may not be sufficient assets remaining to pay amounts due on any or all of the New Notes then outstanding.

Outstanding indebtedness under our convertible notes and senior secured credit facilities may adversely affect our liquidity and results of operations and could limit our business.

As of the date of this prospectus, we had approximately $567.1 million in indebtedness repayable at maturity under our outstanding convertible notes, including the Old Notes. In the event that some or all of these notes are converted into common stock, the ownership interests of our existing stockholders will be diluted, and any sales of such shares in the public market following conversion may adversely affect the market price for our common stock. We are also a party to credit agreements relating to a $250 million senior secured asset-based revolving credit facility and outstanding senior secured term loans with approximately $399 million repayable at maturity. The agreements governing these credit facilities contain certain covenants that limit our ability, among other things, to incur additional debt, create liens and encumbrances, pay cash dividends, redeem or repurchase stock, enter into certain acquisition transactions or transactions with affiliates, repay certain indebtedness, make investments or dispose of assets. The agreements also include customary remedies, including the right of the lenders to take action with respect to the collateral securing the loans, that would apply should we default or otherwise be unable to satisfy our debt obligations.

Our indebtedness could have important negative consequences, including:

- increasing our vulnerability to adverse economic and industry conditions;
- limiting our ability to obtain additional financing, particularly in unfavorable capital and credit market conditions;
- debt service and repayment obligations that may adversely impact our results of operations and reduce the availability of cash resources for other business purposes;
- limiting our flexibility in planning for, or reacting to, changes in our business and the markets in which we operate;

- placing us at a possible competitive disadvantage relative to competitors that have better access to capital resources; and
- making it difficult or impossible for us to pay the principal amount of the New Notes at maturity, any cash amounts due upon conversion of the New Notes or the repurchase price of the New Notes upon a fundamental change, thereby causing an event of default under the indenture.

We may also enter into additional transactions or credit facilities, including equipment loans, working capital lines of credit and other long-term debt, which may increase our indebtedness and result in additional restrictions upon our business. In addition, major debt rating agencies regularly evaluate our debt based on a number of factors. There can be no assurance that we will be able to maintain our existing debt ratings, and failure to do so could adversely affect our cost of funds, liquidity and access to capital markets.

In addition, the New Notes will be our obligation exclusively. The indenture for the New Notes will not limit our ability, or that of our subsidiaries, to incur other indebtedness and liabilities. We may have difficulty paying what we owe under the New Notes if we or our subsidiaries incur additional indebtedness or other liabilities.

Recent and future regulatory actions and other events may adversely affect the trading price and liquidity of the New Notes.

We expect that many investors in, and potential purchasers of, the New Notes will employ, or seek to employ, a convertible arbitrage strategy with respect to the New Notes. Investors would typically implement such a strategy by selling short the common stock underlying the New Notes and dynamically adjusting their short position while continuing to hold the New Notes. Investors may also implement this type of strategy by entering into swaps on our common stock in lieu of or in addition to short selling the common stock.

The SEC and other regulatory and self-regulatory authorities have implemented various rules and taken certain actions, and may in the future adopt additional rules and take other actions, that may impact those engaging in short selling activity involving equity securities (including our common stock). Such rules and actions include Rule 201 of SEC Regulation SHO, the adoption by the Financial Industry Regulatory Authority, Inc. and the national securities exchanges of a “Limit Up-Limit Down” program, the imposition of market-wide circuit breakers that halt trading of securities for certain periods following specific market declines, and the implementation of certain regulatory reforms required by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. Any governmental or regulatory action that restricts the ability of investors in, or potential purchasers of, the New Notes to effect short sales of our common stock, borrow our common stock or enter into swaps on our common stock could adversely affect the trading price and the liquidity of the New Notes.

Volatility in the market price and trading volume of our common stock could adversely impact the trading price of the New Notes.

Our common stock price has experienced substantial volatility in the past, and may remain volatile in the future. The market price of our common stock could fluctuate significantly for many reasons, including in response to the risks described in this section, as well as divergence between our actual or anticipated financial results and published expectations of analysts, and announcements that we, our competitors, or our customers may make. A decrease in the market price of our common stock would likely adversely impact the trading price of the New Notes. The price of our common stock could also be affected by possible sales of our common stock by investors who view the New Notes as a more attractive means of equity participation in us and by hedging or arbitrage trading activity that we expect to develop involving our common stock. This trading activity could, in turn, affect the trading prices of the New Notes.

Future sales of our common stock in the public market could lower the market price for our common stock and adversely impact the trading price of the New Notes.

In the future, we may sell additional shares of our common stock to raise capital. In addition, a substantial number of shares of our common stock is reserved for issuance upon the exercise of stock options and upon conversion of the New Notes. The conversion rate for the New Notes will not be adjusted for any of these events. We cannot predict the size of future issuances or the effect, if any, that they may have on the market price for our common stock. The issuance and sale of substantial amounts of common stock, or the perception that such issuances and sales may occur, could adversely affect the trading price of the New Notes and the market price of our common stock and impair our ability to raise capital through the sale of additional equity securities.

We may not be able to settle conversions of the New Notes or repurchase the New Notes for cash upon a fundamental change if holders require us to purchase all or a portion of their New Notes on a fundamental change repurchase date.

Upon the occurrence of a fundamental change, we will be required to offer to purchase all outstanding New Notes for cash at a price equal to 100% of their principal amount plus accrued and unpaid interest, if any, to the date of repurchase. In addition, upon conversion of the New Notes, unless we elect to deliver solely shares of our common stock to settle such conversion (other than paying cash in lieu of delivering any fractional share), we will be required to make cash payments in respect of the New Notes being converted as described under "Description of the New Notes—Settlement upon Conversion." We may not have sufficient funds or be able to arrange for financing at the time of a fundamental change or conversion to pay all or a portion of the repurchase price in cash in connection with a tender of New Notes for repurchase or to pay cash upon conversions of the New Notes. In addition, our ability to repurchase your New Notes for cash or to pay cash upon conversions of the New Notes may be subject to limitations imposed by any credit facilities or indebtedness we may incur in the future.

The accounting method for convertible debt securities that may be settled in cash, such as the New Notes, could have a material effect on our reported financial results.

In May 2008, the Financial Accounting Standards Board, which we refer to as FASB, issued FASB Staff Position No. APB 14-1, Accounting for Convertible Debt Instruments That May Be Settled in Cash Upon Conversion (Including Partial Cash Settlement), which has subsequently been codified as Accounting Standards Codification 470-20, Debt with Conversion and Other Options, which we refer to as ASC 470-20. Under ASC 470-20, an entity must separately account for the liability and equity components of the convertible debt instruments (such as the New Notes) that may be settled entirely or partially in cash upon conversion in a manner that reflects the issuer's economic interest cost. The effect of ASC 470-20 on the accounting for the New Notes is that the equity component is required to be included in the additional paid-in capital section of stockholders' equity on our consolidated balance sheet, and the value of the equity component would be treated as original issue discount for purposes of accounting for the debt component of the New Notes. As a result, we will be required to record a greater amount of non-cash interest expense in current periods presented as a result of the amortization of the discounted carrying value of the New Notes to their face amount over the term of the New Notes. We will report lower net income in our financial results because ASC 470-20 will require interest to include both the current period's amortization of the debt discount and the instrument's coupon interest, which could adversely affect our reported or future financial results, the trading price of our common stock and the trading price of the New Notes.

In addition, under certain circumstances, convertible debt instruments (such as the New Notes) that may be settled entirely or partly in cash are currently accounted for utilizing the treasury stock method, the effect of which is that the shares issuable upon conversion of the New Notes are not included in the calculation of diluted earnings per share except to the extent that the conversion value of the New Notes exceeds their principal amount. Under the treasury stock method, for diluted earnings per share purposes, the transaction is accounted

for as if the number of shares of common stock that would be necessary to settle such excess, if we elected to settle such excess in shares, are issued. We cannot be sure that the accounting standards in the future will continue to permit the use of the treasury stock method. If we are unable to use the treasury stock method in accounting for the shares issuable upon conversion of the New Notes, then our diluted earnings per share would be adversely affected.

There currently is no public market for the New Notes.

Prior to the issuance of the New Notes, there has been no public market for any of the New Notes, and there can be no assurance as to:

- the liquidity of any such market that may develop;
- the ability of the holders to sell their New Notes; or
- the price at which the holders would be able to sell their New Notes.

If such a market were to exist, the New Notes could trade at prices that may be higher or lower than the principal amount or repurchase price of the New Notes, depending on many factors, including prevailing interest rates, the market for similar notes, and our financial performance. We do not presently intend to apply for the listing of the New Notes on any securities exchange or for inclusion of the New Notes on any automated quotation system.

Holders of the New Notes may have to pay tax with respect to distributions on our common stock that they do not receive.

The terms of the New Notes allow for changes in the conversion rate of the New Notes in certain circumstances. An increase in the conversion rate will allow holders of New Notes to receive more shares of common stock on conversion, which may increase those New Note holders' proportionate interests in our earnings and profits or assets. In that case, those New Note holders could be treated for U.S. federal income tax purposes as though they received a dividend in the form of our common stock. Such a constructive stock dividend could be taxable to those New Note holders, although they would not actually receive any cash or other property. If you are a Non-U.S. Holder (as defined under "Material United States Federal Income Tax Considerations"), such constructive dividend may be subject to U.S. federal withholding tax (currently at a 30% rate, or such lower rate as may be specified by an applicable treaty), which may be withheld from subsequent payments on the New Notes. You should carefully consider the information under "Material United States Federal Income Tax Considerations".

The New Notes contain no restrictive covenants.

The indenture for the New Notes will not contain any financial covenants or restrict our ability to repurchase our securities, pay dividends or make restricted payments, nor will it contain covenants or other provisions to afford holders protection in the event of a transaction that substantially increases our level of indebtedness. Furthermore, the requirement that we offer to repurchase the New Notes upon a fundamental change is limited to transactions specified in the definition of "fundamental change" and may not include other events that might adversely affect our financial condition. In addition, the requirement, if applicable, that we offer to repurchase the New Notes upon a fundamental change may not protect holders in the event of a highly leveraged transaction, reorganization, merger or similar transaction involving us.

Rating agencies may provide unsolicited ratings on the New Notes that could reduce the market value or liquidity of the New Notes and our common stock.

We have not requested a rating of the New Notes from any rating agency and we do not anticipate that the New Notes will be rated. However, if one or more rating agencies rates the New Notes and assigns the New Notes a rating lower than the rating expected by investors, or reduces their rating in the future, the market price or liquidity of the New Notes and our common stock could be harmed.

Holders of New Notes will not be entitled to any rights with respect to our common stock, but will be subject to all changes made with respect to our common stock to the extent our conversion obligation includes shares of our common stock.

Holders of New Notes will not be entitled to any rights with respect to our common stock (including, without limitation, voting rights and rights to receive any dividends or other distributions on our common stock) prior to the conversion date relating to such New Notes (if we have elected to settle the relevant conversion by delivering solely shares of our common stock (other than paying cash in lieu of delivering any fractional share)) or the last trading day of the relevant observation period (if we elect to pay and deliver, as the case may be, a combination of cash and shares of our common stock in respect of the relevant conversion), but holders of New Notes will be subject to all changes affecting our common stock. For example, in the event that an amendment is proposed to our certificate of incorporation or bylaws requiring stockholder approval and the record date for determining the stockholders of record entitled to vote on the amendment occurs prior to the conversion date related to a holder's conversion of its New Notes (if we have elected to settle the relevant conversion by delivering solely shares of our common stock (other than paying cash in lieu of delivering any fractional share)) or the last trading day of the relevant observation period (if we elect to pay and deliver, as the case may be, a combination of cash and shares of our common stock in respect of the relevant conversion), such holder will not be entitled to vote on the amendment, although such holder will nevertheless be subject to any changes affecting our common stock.

Upon conversion of the New Notes, you may receive less valuable consideration than expected because the value of our common stock may decline after you exercise your conversion right but before we settle our conversion obligation.

Under the New Notes, a converting holder will be exposed to fluctuations in the value of our common stock during the period from the date such holder surrenders New Notes for conversion until the date we settle our conversion obligation.

Upon conversion of the New Notes, we have the option to pay or deliver, as the case may be, cash, shares of our common stock, or a combination of cash and shares of our common stock. If we elect to satisfy our conversion obligation in cash or a combination of cash and shares of our common stock, the amount of consideration that you will receive upon conversion of your New Notes will be determined by reference to the volume-weighted average price of our common stock for each trading day in a 20 trading day observation period. As described under "Description of the New Notes—Settlement upon Conversion," this period would be (i) if the relevant conversion date occurs prior to the 30th scheduled trading day immediately preceding the maturity date, the 20 consecutive trading day period beginning on, and including, the second trading day immediately succeeding such conversion date; and (ii) if the relevant conversion date occurs on or after the 30th scheduled trading day immediately preceding the maturity date, the 20 consecutive trading days beginning on, and including, the maturity date. Accordingly, if the price of our common stock decreases during this period, the amount and/or value of consideration you receive will be adversely affected. In addition, if the market price of our common stock at the end of such period is below the average volume-weighted average price of our common stock during such period, the value of any shares of our common stock that you will receive in satisfaction of our conversion obligation will be less than the value used to determine the number of shares that you will receive.

If we elect to satisfy our conversion obligation solely in shares of our common stock upon conversion of the New Notes, we will be required to deliver the shares of our common stock, together with cash for any fractional share, no later than the third business day following the relevant conversion date. Accordingly, if the price of our common stock decreases during this period, the value of the shares that you receive will be adversely affected and would be less than the conversion value of the New Notes on the conversion date.

The adjustment to the conversion rate, if any, for New Notes converted in connection with a make-whole fundamental change may not adequately compensate you for any lost value of your New Notes as a result of such transaction.

If a make-whole fundamental change occurs prior to maturity, under certain circumstances, we will increase the conversion rate by a number of additional shares of our common stock for New Notes converted in connection with such make-whole fundamental change. The increase in the conversion rate will be determined based on the date on which the make-whole fundamental change becomes effective and the price paid per share of our common stock in such transaction, as described below under "Description of the New Notes—Adjustment to Conversion Rate Upon a Make-whole Fundamental Change." The adjustment to the conversion rate for New Notes converted in connection with a make-whole fundamental change may not adequately compensate you for any lost value of your New Notes as a result of such transaction. In no event will the total number of shares of common stock issuable upon conversion as a result of this adjustment exceed 65.6972 per $1,000 principal amount of New Notes, subject to adjustments in the same manner as the conversion rate as set forth under "Description of the New Notes—Anti-dilution Adjustments."

In addition, there may be circumstances under which the conversion rate will not be increased by any additional shares following a make-whole fundamental change. For example, if the price of our common stock in the transaction is greater than $100.00 per share or less than $15.22 per share (in each case, subject to adjustment), no additional shares will be added to the conversion rate.

Our obligation to increase the conversion rate upon the occurrence of a make-whole fundamental change could be considered a penalty, in which case the enforceability thereof would be subject to general principles of reasonableness of economic remedies.

The conversion rate of the New Notes may not be adjusted for all dilutive events.

The conversion rate of the New Notes is subject to adjustment for certain events, including, but not limited to, the issuance of stock dividends on our common stock, the issuance of certain rights or warrants, subdivisions, combinations, distributions of capital stock, indebtedness, or assets, cash dividends and certain issuer tender or exchange offer as described under "Description of the New Notes—Anti-dilution Adjustments." However, the conversion rate will not be adjusted for other events, such as a third-party tender or exchange offer that may adversely affect the trading price of the New Notes or our common stock. An event that adversely affects the value of the New Notes may occur, and that event may not result in an adjustment to the conversion rate.

Some significant restructuring transactions may not constitute a fundamental change, in which case we would not be obligated to offer to repurchase the New Notes.

Upon the occurrence of a fundamental change, you have the right to require us to repurchase your New Notes. However, the fundamental change provisions will not afford protection to holders of New Notes in the event of other transactions that could adversely affect the New Notes. For example, transactions such as leveraged recapitalizations, refinancings, restructurings, or acquisitions initiated by us may not constitute a fundamental change requiring us to repurchase the New Notes. In the event of any such transaction, the holders would not have the right to require us to repurchase the New Notes, even though each of these transactions could increase the amount of our indebtedness, or otherwise adversely affect our capital structure or any credit ratings, thereby adversely affecting the holders of New Notes.

Risks Relating to the Exchange Offer

The U.S. federal income tax consequences of the exchange of the Old Notes for the New Notes are unclear.

The U.S. federal income tax consequences of the exchange offer is not entirely clear. We will take the position that the exchange of Old Notes for New Notes will not constitute a significant modification of the terms

of the Old Notes for U.S. federal income tax purposes. That position, however, could be challenged by the Internal Revenue Service. Assuming the exchange of the Old Notes for the New Notes does not result in a significant modification of the terms of the Old Notes, the New Notes will be treated as a continuation of the Old Notes for U.S. federal income tax purposes and there should be no U.S. federal income tax consequences to a beneficial owner who exchanges Old Notes for New Notes pursuant to the exchange offer (other than with respect to the receipt of the exchange fee). If, contrary to our position, the exchange of the Old Notes for the New Notes does constitute a significant modification of the terms of the Old Notes, the U.S. federal income tax consequences to you could materially differ. See "Material United States Federal Income Tax Considerations" of the exchange offer for more information. The receipt of the exchange fee by Non-U.S. Holders (as defined below) may be subject to U.S. federal withholding tax.

If you do not exchange your Old Notes, the Old Notes you retain may become less liquid as a result of the exchange offer.

If a significant number of Old Notes are exchanged in the exchange offer, the liquidity of the trading market for the Old Notes, if any, after the completion of the exchange offer may be substantially reduced. Any Old Notes exchanged will reduce the aggregate number of Old Notes outstanding. As a result, the Old Notes may trade at a discount to the price at which they would trade if the transactions contemplated by this prospectus were not consummated, subject to prevailing interest rates, the market for similar securities and other factors. We cannot assure you that an active market in the Old Notes will exist or be maintained and we cannot assure you as to the prices at which the Old Notes may be traded.

You must follow the exchange offer procedures carefully in order to receive the New Notes.

If you do not follow the procedures described in this prospectus, you will not receive any New Notes. If you want to tender your Old Notes in exchange for New Notes, you will need to transmit your acceptance through the Automated Tender Offer Program described under "The Exchange Offer—Procedures for Tendering Old Notes," prior to the expiration date, and you should allow sufficient time to ensure timely completion of these procedures to ensure delivery. No one is under any obligation to give you notification of defects or irregularities with respect to tenders of Old Notes for exchange.

Our Board of Directors has not made a recommendation with regard to whether or not you should tender your Old Notes in the exchange offer and we have not obtained a third-party determination that the exchange offer is fair to holders of the Old Notes.

We are not making a recommendation as to whether holders of the Old Notes should exchange them. We have not retained and do not intend to retain any unaffiliated representative to act solely on behalf of the holders of the Old Notes for purposes of negotiating the terms of the exchange offer and/or preparing a report concerning the fairness of the exchange offer. We cannot assure holders of the Old Notes that the value of the New Notes received in the exchange offer will in the future equal or exceed the value of the Old Notes tendered and we do not take a position as to whether you ought to participate in the exchange offer.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents we incorporate by reference contain statements that discuss future events or expectations, projections of results of operations or financial condition, changes in the markets for our products and services, trends in our business, business prospects and strategies and other "forward-looking" information. In some cases, you can identify "forward-looking statements" by words like "may," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "intends," "potential," "projects," "targets," or "continue" or the negative of those words and other comparable words. These statements may relate to, among other things, adoption of next-generation network technology and software programmability and control of networks; our competitive landscape; market conditions and growth opportunities; factors impacting our industry; factors impacting the businesses of network operators and their network architectures; our corporate strategy, including our research and development, supply chain and go-to-market initiatives; efforts to increase application of our solutions in customer networks and to increase the reach of our business into new or growing customer and geographic markets; our backlog and seasonality in our business; expectations for our financial results, revenue, gross margin, operating expense and key operating measures in future periods; the adequacy of our sources of liquidity to satisfy our working capital needs, capital expenditures, and other liquidity requirements; business initiatives including real estate and IT transitions or initiatives; and market risks associated with financial instruments and foreign currency exchange rates. These statements are subject to known and unknown risks, uncertainties and other factors, and actual events or results may differ materially due to factors such as:

- *our ability to execute our business and growth strategies;*
- *fluctuations in our revenue and operating results and our financial results generally;*
- *the loss of any of our large customers, a significant reduction in their spending, or a material change in their networking or procurement strategies;*
- *the competitive environment in which we operate;*
- *market acceptance of products and services currently under development and delays in product or software development;*
- *lengthy sales cycles and onerous contract terms with communications service providers, Web-scale providers and other large customers;*
- *product performance problems and undetected errors;*
- *our ability to diversify our customer base beyond our traditional customers and broaden the application for our solutions in communications networks;*
- *the level of growth in network traffic and bandwidth consumption and corresponding level of investment in network infrastructures by network operators;*
- *the international scale of our operations and fluctuations in currency exchange rates;*
- *our ability to forecast accurately demand for our products for purposes of inventory purchase practices;*
- *the impact of pricing pressure and price erosion that we regularly encounter in our markets;*
- *our ability to enforce our intellectual property rights, and costs we may incur in response to intellectual property right infringement claims made against us;*
- *the continued availability on commercially reasonable terms of software and other technology under third party licenses;*
- *failure to maintain the security of confidential, proprietary or otherwise sensitive business information or systems or to protect against cyber security attacks;*
- *the performance of our third party contract manufacturers;*

- *changes or disruption in components or supplies provided by third parties, including sole and limited source suppliers;*
- *our ability to manage effectively our relationships with third party service partners and distributors;*
- *unanticipated risks and additional obligations in connection with our resale of complementary products or technology of other companies;*
- *our new distribution relationships under which we will make available certain technology as a component;*
- *our exposure to the credit risks of our customers and our ability to collect receivables;*
- *modification or disruption of our internal business processes and information systems;*
- *the effect of our outstanding indebtedness on our liquidity and business;*
- *fluctuations in our stock price and our ability to access the capital markets to raise capital;*
- *unanticipated expenses or disruptions to our operations caused by facilities transitions or restructuring activities;*
- *inability to attract and retain experienced and qualified personnel;*
- *disruptions to our operations caused by strategic acquisitions and investments or the inability to achieve the expected benefits and synergies of newly-acquired businesses;*
- *our ability to grow our software business and address networking strategies including software-defined networking and network function virtualization;*
- *changes in, and the impact of, government regulations, including with respect to: the communications industry generally; the business of our customers; the use, import or export of products; and the environment, potential climate change and other social initiatives;*
- *future legislation or executive action in the U.S. relating to tax policy or trade regulation;*
- *impairment charges caused by the write-down of goodwill or long-lived assets;*
- *our ability to maintain effective internal controls over financial reporting and liabilities that result from the inability to comply with corporate governance requirements; and*
- *adverse results in litigation matters.*

These are only some of the factors that may affect the forward-looking statements contained in this prospectus. For a discussion identifying additional important factors that could cause actual results to vary materially from those anticipated in the forward-looking statements, see "Risk Factors" herein and in our filings with the Securities and Exchange Commission ("SEC"). You should review these risk factors for a more complete understanding of the risks associated with an investment in our securities. For a more complete understanding of the risks associated with an investment in Ciena's securities, you should review these risk factors and the rest of this prospectus in combination with the more detailed description of our business and management's discussion and analysis of financial condition and risk factors described in our most recent annual report on Form 10-K and subsequent quarterly reports on Form 10-Q. However, we operate in a very competitive and rapidly changing environment and new risks and uncertainties emerge, are identified or become apparent from time to time. It is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this prospectus. You should be aware that the forward-looking statements contained in this prospectus are based on our current views and assumptions. We undertake no obligation to revise or update any forward-looking statements made in this this prospectus to reflect events or circumstances after the date hereof or to reflect new information or the occurrence of unanticipated events, except as required by law. The forward-looking statements in this prospectus are intended to be subject to protection afforded by the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995.

PRICE RANGE OF COMMON STOCK; DIVIDENDS

Our common stock trades on the New York Stock Exchange, or NYSE, under the symbol "CIEN." The following table sets forth on a per share basis the high and low intra-day prices on the NYSE, based upon published financial sources for our common stock. Our fiscal quarters end on the Saturday nearest to the last day of January, April, July and October, respectively, of each year. For purposes of financial statement presentation, each fiscal year is described as having ended on October 31, and the fiscal quarters are described as having ended on January 31, April 30 and July 31 of each fiscal year.

For a more detailed discussion of our common stock, see "Description of Our Common Stock."

	Common Stock Price	
	High	Low
Fiscal Year 2012		
First Quarter	$15.84	$10.30
Second Quarter	17.39	13.40
Third Quarter	16.86	11.45
Fourth Quarter	18.39	11.96
Fiscal Year 2013		
First Quarter	$16.72	$12.41
Second Quarter	17.78	14.14
Third Quarter	23.48	14.22
Fourth Quarter	27.94	19.78
Fiscal Year 2014		
First Quarter	$24.37	$20.93
Second Quarter	27.16	18.88
Third Quarter	22.94	18.00
Fourth Quarter	20.98	13.77
Fiscal Year 2015		
First Quarter	$20.32	$14.69
Second Quarter	22.50	17.86
Third Quarter	26.50	20.67
Fourth Quarter	25.49	17.97
Fiscal Year 2016		
First Quarter	$25.46	$16.63
Second Quarter	21.14	16.32
Third Quarter	21.87	15.62
Fourth Quarter	23.60	18.72
Fiscal Year 2017		
First Quarter	$25.32	$18.94
Second Quarter	26.84	21.43
Third Quarter (through July 13, 2017)	27.98	22.35

On July 13, 2017, the reported last sale price of our common stock on the New York Stock Exchange was $25.80 per share. As of July 13, 2017, there were 142,670,024 shares of common stock outstanding.

We have never declared or paid any cash dividends on our capital stock.

SELECTED CONSOLIDATED FINANCIAL DATA

You should read the selected consolidated financial data set forth below in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes, incorporated by reference to our Annual Report on Form 10-K for the year ended October 31, 2016 and our Quarterly Report on Form 10-Q for the period ended April 30, 2017. The selected consolidated financial data as of October 31, 2015 and 2016 and for the years ended October 31, 2014, 2015 and 2016 are derived from audited financial statements included in our Annual Report on Form 10-K for the year ended October 31, 2016 and incorporated by reference in this prospectus. The selected consolidated financial data as of October 31, 2012, 2013 and 2014 and for the years ended October 31, 2012 and 2013 are derived from our audited financial statements not included or incorporated by reference in this prospectus. The selected consolidated financial data as of April 30, 2016 and 2017 and for the six months ended April 30, 2016 and 2017 are derived from unaudited financial statements included in our Quarterly Report on Form 10-Q for the quarter ended April 30, 2017 and incorporated by reference in this prospectus, and have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information, and in our opinion, reflect all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation of our results of operations and financial position. The results of operations for the six months ended April 30, 2017 are not necessarily indicative of the results of operations to be expected for the full year or any future period.

Statement of Operations Data:

	Six Months Ended April 30,		Year Ended October 31,				
(in thousands, except per share data)	2017	2016	2016	2015	2014	2013	2012
Revenue	$ 1,328,519	$ 1,213,832	$2,600,573	$ 2,445,669	$ 2,288,289	$ 2,082,546	$ 1,833,923
Cost of goods sold	736,494	679,289	1,438,997	1,370,106	1,339,937	1,217,371	1,109,699
Gross profit	592,025	534,543	1,161,576	1,075,563	948,352	865,175	724,224
Operating expenses:							
Research and development	238,492	222,649	451,794	414,201	401,180	383,408	364,179
Selling and marketing	173,553	169,146	349,731	333,836	328,325	304,170	266,338
General and administrative	70,854	66,345	132,828	123,402	126,824	122,432	114,002
Amortization of intangible assets	25,531	32,428	61,508	69,511	45,970	49,771	51,697
Acquisition and integration costs	—	3,584	4,613	25,539	—	—	—
Restructuring costs	6,671	919	4,933	8,626	349	7,169	7,854
Total operating expenses	515,101	495,071	1,005,407	975,115	902,648	866,950	804,070
Income (loss) from operations	76,924	39,472	156,169	100,448	45,704	(1,775)	(79,846)
Interest and other income (loss), net	(2,548)	(7,809)	(12,795)	(25,505)	(25,262)	(5,744)	(15,200)
Interest expense	(28,511)	(25,318)	(56,656)	(51,179)	(47,115)	(44,042)	(39,653)
Loss on extinguishment of debt	—	—	—	—	—	(28,630)	—
Income (loss) before income taxes	45,865	6,345	86,718	23,764	(26,673)	(80,191)	(134,699)
Provision for income taxes	3,978	3,894	14,134	12,097	13,964	5,240	9,322
Net income (loss)	$ 41,887	$ 2,451	$ 72,584	$ 11,667	$ (40,637)	$ (85,431)	$ (144,021)
Basic net income (loss) per common share	$ 0.30	$ 0.02	$ 0.52	$ 0.10	$ (0.38)	$ (0.83)	$ (1.45)
Diluted net income (loss) per potential common share	$ 0.29	$ 0.02	$ 0.51	$ 0.10	$ (0.38)	$ (0.83)	$ (1.45)
Weighted average basic common shares outstanding	141,223	137,313	138,312	118,416	105,783	102,350	99,341
Weighted average diluted potential common shares outstanding	147,842	138,693	150,704	120,101	105,783	102,350	99,341

Balance Sheet Data:

(in thousands)	Six Months Ended April 30,		Year Ended October 31,				
	2017	2016	2016	2015	2014	2013	2012
Cash and cash equivalents	$ 628,623	$ 922,033	$ 777,615	$ 790,971	$ 586,720	$ 346,487	$ 642,444
Short-term investments	$ 274,779	$ 195,179	$ 275,248	$ 135,107	$ 140,205	$ 124,979	$ 50,057
Total current assets	$ 1,942,250	$ 2,078,049	$ 2,013,192	$ 1,864,210	$ 1,693,190	$ 1,395,802	$ 1,415,690
Long-term investments	$ 89,852	$ 125,233	$ 90,172	$ 95,105	$ 50,057	$ 15,031	$ —
Total non-current assets(1)	$ 834,853	$ 892,427	$ 860,383	$ 820,791	$ 365,652	$ 393,055	$ 447,307
Total assets(1)	$ 2,777,103	$ 2,970,476	$ 2,873,575	$ 2,685,001	$ 2,058,842	$ 1,788,857	$ 1,862,997
Current portion of long- debt(1)	$ 189,221	$ 5,000	$ 236,241	$ 2,500	$ 189,634	$ —	$ 215,751
Total current liabilities(1)	$ 806,773	$ 630,132	$ 891,545	$ 667,034	$ 780,707	$ 615,055	$ 684,511
Long-term debt, net(1)	$ 929,182	$ 1,494,282	$ 1,017,441	$ 1,261,589	$ 1,261,430	$ 1,198,106	$ 1,208,119
Total non- current liabilities(1)	$ 1,123,785	$ 1,671,332	$ 1,215,690	$ 1,397,091	$ 1,347,750	$ 1,256,479	$ 1,267,458
Total Liabilities(1)	$ 1,930,558	$ 2,301,464	$ 2,107,234	$ 2,064,125	$ 2,128,457	$ 1,871,534	$ 1,951,969
Stockholders' equity (deficit)	$ 846,545	$ 669,012	$ 766,341	$ 620,876	$ (69,615)	$ (82,677)	$ (88,972)
Net book value per share	$ 5.97						

(1) In April 2015, Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2015-03, Simplifying the Presentation of Debt Issuance Costs ("ASU 2015-03"). ASU 2015-03 requires debt issuance costs related to a recognized debt liability to be presented in the balance sheet as a direct deduction from the carrying value of that debt liability, consistent with debt discounts. ASU 2015-03 is to be applied on a retrospective basis and represents a change in accounting principle. In August 2015, the FASB issued Accounting Standards Update No. 2015-15, "Interest—Imputation of Interest (Subtopic 835-30): Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements—Amendments to SEC Paragraphs Pursuant to Staff Announcement at June 18, 2015 EITF Meeting" ("ASU 2015-15"), which clarifies the treatment of debt issuance costs from line-of-credit arrangements after the adoption of ASU 2015-03. In particular, ASU 2015-15 clarifies that the SEC staff would not object to an entity deferring and presenting debt issuance costs related to a line-of-credit arrangement as an asset and subsequently amortizing the deferred debt issuance costs ratably over the term of such arrangement, regardless of whether there are any outstanding borrowings on the line-of-credit arrangement. Ciena adopted these ASUs during the first quarter of fiscal 2017. The adoption of ASU 2015-03 resulted in the reclassification of unamortized debt issuance costs related to Ciena's convertible notes and term loans from other long-term assets to current portion of long-term debt and long-term debt, net in Ciena's Consolidated Balance sheets in the amount of $6.4 million at April 30, 2017, $11.1 million at April 30, 2016, $8.9 million at October 31, 2016, $10.0 million at October 31, 2015, $13.8 million at October 31, 2014, $13.9 million at October 31, 2013, and $18.1 million at October 31, 2012. As permitted by ASU 2015-15, Ciena elected not to reclassify unamortized debt issuance costs associated with its ABL Credit Facility and continue to present such capitalized costs in other assets.

RATIO OF EARNINGS TO FIXED CHARGES

The table below presents the ratio of earnings to fixed charges for the last five fiscal years and the six months ended April 30, 2017.

	Six Months Ended April 30, 2017 (Unaudited)	Fiscal Years Ended October 31, 2016	2015	2014	2013	2012
Ratio of earnings to fixed charges	2.36	2.33	1.40	— (1)	— (2)	— (3)

(1) Earnings for the year ended October 31, 2014 were inadequate to cover fixed charges by $26.7 million.
(2) Earnings for the year ended October 31, 2013 were inadequate to cover fixed charges by $80.2 million.
(3) Earnings for the year ended October 31, 2012 were inadequate to cover fixed charges by $134.7 million.

THE EXCHANGE OFFER

Purpose of the Exchange Offer

The purpose of this exchange offer is to change certain terms of the Old Notes related to our settlement options upon conversion by holders of the notes. The New Notes give us the option, at our election, to settle conversions for cash, shares of our common stock, or a combination of cash and shares. The New Notes also contain related modifications to accommodate that settlement method. The Old Notes only allow for settlement in shares of common stock upon conversion. Through these additional settlement options upon conversion of the New Notes we believe that we gain added flexibility and can better manage our long-term capital structure. For example, if we elect to settle any conversions of the New Notes in cash or a combination of cash and shares, we may be able to reduce our related share issuance as well as the dilutive effect of such conversions as compared to the Old Notes.

The additional settlement features included in the New Notes may also permit us to exclude certain shares from our diluted shares outstanding for purposes of calculating our diluted earnings per share. Convertible debt instruments (such as the New Notes) that may be settled entirely or partly in cash may, in certain circumstances where the borrower has the ability and intent to settle in cash, be accounted for utilizing the treasury stock method. Under this method, if we have the ability and intent to repay the principal in cash, the shares issuable upon conversion of the New Notes would not be included in the calculation of diluted earnings per share except to the extent that the conversion value of the New Notes exceeds their principal amount. As of the date of this prospectus, we have not made a determination that we will use the treasury stock method, and we cannot be certain that applicable accounting standards will permit the use of the treasury stock method.

Terms of the Exchange Offer; Period for Tendering Old Notes

We are offering, upon the terms and subject to the conditions set forth in this prospectus, to exchange $1,000 principal amount of New Notes and the exchange fee of $2.50 for each $1,000 original principal amount of validly tendered and accepted Old Notes. We are offering to exchange any and all of the Old Notes validly tendered. However, the exchange offer is subject to the conditions described in this prospectus.

You may tender all, some or none of your Old Notes, subject to the terms and conditions of the exchange offer. Holders of Old Notes must tender their Old Notes in a minimum $2,000 original principal amount and integral multiples of $1,000 in excess thereof.

The exchange offer is not being made to holders of Old Notes in any jurisdiction in which the exchange offer would not be in compliance with the securities or blue sky laws of that jurisdiction.

Our board of directors and officers do not make any recommendation to the holders of Old Notes as to whether or not to exchange all or any portion of their Old Notes. Further, no person has been authorized to give any information or make any representations other than those contained in this prospectus and, if given or made, such information or representations must not be relied upon as having been authorized. You must make your own decision whether to tender your Old Notes for exchange and, if so, the amount of Old Notes to tender.

Expiration Date

The expiration date for the exchange offer is 12:00 midnight, New York City time, at the end of the day on July 28, 2017, unless we extend the exchange offer. We may extend this expiration date for any reason. The last date on which tenders will be accepted, whether on July 28, 2017 or any later date to which the exchange offer may be extended, is referred to as the expiration date.

Extensions; Amendments

We expressly reserve the right, in our discretion, for any reason to:

- delay the acceptance of Old Notes tendered for exchange, for example, in order to allow for the correction of any irregularity or defect in the tender of Old Notes, provided that in any event we will promptly issue New Notes or return tendered Old Notes after expiration or withdrawal of the exchange offer;
- extend the time period during which the exchange offer is open, by giving written notice of an extension to the holders of Old Notes in the manner described below; during any extension, all Old Notes previously tendered and not withdrawn will remain subject to the exchange offer;
- waive any condition or amend any of the terms or conditions of the exchange offer, other than the condition that the registration statement becomes effective under the Securities Act; and
- terminate the exchange offer, as described under "—Conditions for Completion of the Exchange Offer" below.

If we consider an amendment to the exchange offer to be material, or if we waive a material condition of the exchange offer, we will promptly disclose the amendment or waiver in a prospectus supplement, and if required by law, we will extend the exchange offer for a period of five to twenty business days.

We will promptly give written notice of any extension, amendment, non-acceptance or termination of the offer to the holders of the Old Notes. In the case of any extension, we will issue a press release or other public announcement no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. In the case of an amendment, we will issue a press release or other public announcement.

Procedures for Tendering Old Notes

If you are a DTC participant that has Old Notes that are credited to your DTC account and that are held of record by DTC's nominee, you may directly tender your Old Notes by book-entry transfer as if you were the record holder. Because of this, references herein to registered or record holders include DTC participants with Old Notes credited to their accounts. If you are not a DTC participant, you may tender your Old Notes by book-entry transfer by contacting your broker or opening an account with a DTC participant.

A holder who wishes to exchange Old Notes in the exchange offer must cause to be transmitted to the exchange agent an agent's message, which agent's message must be received by the exchange agent prior to 12:00 midnight, New York City time, at the end of the day on the expiration date. In addition, the exchange agent must receive a timely confirmation of book-entry transfer of the Old Notes into the exchange agent's account at DTC through ATOP under the procedure for book-entry transfers described herein along with a properly transmitted agent's message, on or before the expiration date.

The term "agent's message" means a message, transmitted by DTC to, and received by, the exchange agent, and forming a part of the book-entry confirmation, that states that DTC has received an express acknowledgement from the tendering participant stating that the participant has received and agrees to be bound by the terms and subject to the conditions set forth in this prospectus and that we may enforce the agreement against the participant. To receive confirmation of valid tender of Old Notes, a holder should contact the exchange agent at the telephone number indicated on the back cover of this prospectus.

Any valid tender of Old Notes that is not withdrawn prior to the expiration date will constitute a binding agreement between the tendering holder and us upon the terms and subject to the conditions set forth in this prospectus. Only a registered holder of Old Notes may tender the Old Notes in the exchange offer. If you wish to tender Old Notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you should promptly instruct the registered holder to tender on your behalf.

We will determine in our sole discretion all questions as to the validity, form, eligibility and acceptance of Old Notes tendered for exchange. We reserve the right to reject any and all tenders of any particular Old Notes not properly tendered or to not accept any particular Old Notes which acceptance might, in our reasonable judgment be unlawful. We also reserve the right to waive any defects or irregularities in the tender of Old Notes. Unless waived, any defects or irregularities in connection with tenders of Old Notes for exchange must be cured within such reasonable period of time as we shall determine. Neither we, the exchange agent, the trustee, nor any other person shall be under any duty to give notification of any defect or irregularity with respect to any tender of Old Notes for exchange, nor shall any of them incur any liability for failure to give such notification. We may delegate our authority in these matters to the exchange agent. Our determination will be final and binding, subject to judgments by a court of law having competent jurisdiction over such matters.

Tenders of Old Notes involving any irregularities will not be deemed to have been made until such irregularities have been cured or waived. Old Notes received by the exchange agent in connection with the exchange offer that are not validly tendered and as to which the irregularities have not been cured within the time period we determine or waived will be returned by the exchange agent to the DTC participant who delivered such Old Notes by crediting an account maintained at DTC designated by such DTC participant promptly after the expiration date of the exchange offer or the withdrawal or termination of the exchange offer.

In addition, we reserve the right in our sole discretion to purchase or make offers for any Old Notes that remain outstanding after the expiration date or, as set forth under "—Conditions for Completion of the Exchange Offer," to terminate the exchange offer and, to the extent permitted by applicable law, purchase Old Notes in the open market, in privately negotiated transactions, or otherwise. The terms of any of these purchases or offers could differ from the terms of the exchange offer.

Subject to and effective upon the acceptance for exchange and exchange of New Notes and payment of the applicable exchange fee for Old Notes tendered by a holder of Old Notes causing an agent's message to be transmitted to the exchange agent, a tendering holder of Old Notes will be deemed to:

- have agreed to irrevocably sell, assign and transfer to or upon our order all right, title and interest in and to, and all claims in respect of or arising or having arisen as a result of the holder's status as a holder of, the Old Notes tendered thereby;
- have released and discharged us, and the trustee with respect to the Old Notes, from any and all claims such holder may have, now or in the future, arising out of or related to the Old Notes, including, without limitation, any claims that such holder is entitled to participate in any redemption of the Old Notes, but excluding any claims arising now or in the future under federal securities laws;
- have represented and warranted that the Old Notes tendered were owned as of the date of tender, free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind, other than restrictions imposed by applicable securities laws; and
- have irrevocably appointed the exchange agent the true and lawful agent and attorney-in-fact of the holder with respect to any tendered Old Notes, with full powers of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to cause the Old Notes tendered to be assigned, transferred and exchanged in the exchange offer.

Binding Interpretation

We will determine in our sole discretion, all questions as to the validity, form, eligibility and acceptance of Old Notes tendered for exchange. We reserve the right to reject any and all tenders of any particular Old Notes not properly tendered or to not accept any particular Old Notes which acceptance might, in our reasonable judgment be unlawful. We also reserve the right, subject to applicable law and regulations, to waive any defects or irregularities in the tender of Old Notes. Unless waived, any defects or irregularities in connection with tenders of Old Notes for exchange must be cured within such reasonable period of time as we shall determine.

Neither we, the exchange agent, the trustee, nor any other person shall be under any duty to give notification of any defect or irregularity with respect to any tender of Old Notes for exchange, nor shall any of them incur any liability for failure to give such notification. We may delegate our authority in these matters to the exchange agent. Our determination will be final and binding, subject to judgments by a court of law having competent jurisdiction over such matters.

Acceptance of Old Notes for Exchange; Delivery of New Notes

Once all of the conditions to the exchange offer are satisfied or waived, we will accept, promptly after the expiration date, all Old Notes properly tendered, and will issue the New Notes promptly after acceptance of the Old Notes. The discussion under the heading "—Conditions for Completion of the Exchange Offer" provides further information regarding the conditions to the exchange offer. For purposes of the exchange offer, we shall be deemed to have accepted properly tendered Old Notes for exchange when, as and if we have given written notice to the exchange agent.

In all cases, issuance of New Notes for Old Notes that are accepted for exchange in the exchange offer will be made only after timely receipt by the exchange agent of:

- a timely book-entry confirmation of such Old Notes into the exchange agent's account at the DTC book-entry transfer facility; and
- an electronic confirmation of the submitting holder's acceptance through DTC's ATOP system.

Return of Old Notes Not Accepted for Exchange

If we do not accept any tendered Old Notes for any reason set forth in the terms and conditions of the exchange offer, or if Old Notes are submitted for a greater principal amount than the holder desires to exchange will be promptly returned, without expense, to the tendering holder after the expiration or termination of the exchange offer. Any unaccepted or non-exchanged Old Notes tendered by book-entry transfer into the exchange agent's account at the book-entry transfer facility will be returned in accordance with the book-entry procedures described above, and the Old Notes that are not to be exchanged will be credited to an account maintained with DTC, as promptly as practicable after the expiration or termination of the exchange offer.

Withdrawal Rights

You may withdraw your tender of Old Notes at any time before the exchange offer expires and, if not accepted for payment, after the expiration of 40 business days from the commencement of the exchange offer. For a withdrawal to be effective, the holder must cause to be transmitted to the exchange agent an agent's message, which agent's message must be received by the exchange agent prior to 12:00 midnight, New York City time, at the end of the day on the expiration date. In addition, the exchange agent must receive a timely confirmation of book-entry transfer of the Old Notes out of the exchange agent's account at DTC under the procedure for book-entry transfers described herein along with a properly transmitted agent's message on or before the expiration date.

We will determine in our sole discretion all questions as to the validity, form and eligibility, including time of receipt, of notices of withdrawal. Our determination will be final and binding on all parties, subject to judgments by a court of law having competent jurisdiction over such matters. Any Old Notes so withdrawn will be deemed not to have been validly tendered for purposes of the exchange offer. The Old Notes will be credited to an account maintained with DTC for the Old Notes. You may retender properly withdrawn Old Notes by following the procedures described under "—Procedures for Tendering Old Notes" at any time on or before the expiration date.

Conditions for Completion of the Exchange Offer

Notwithstanding any other provisions of this exchange offer, we will not be required to accept for exchange any Old Notes tendered, and we may terminate or amend the offer if any of the following conditions precedent

to the exchange offer are not satisfied, or are reasonably determined by us not to be satisfied, and, in our reasonable judgment, the failure of the condition makes it inadvisable to proceed with the offer or with the acceptance for exchange or exchange and issuance of the New Notes:

- No action or event shall have occurred, failed to occur or been threatened, no action shall have been taken, and no statute, rule, regulation, judgment, order, stay, decree or injunction shall have been enacted or deemed applicable to the exchange offer, by or before any court or governmental, regulatory or administrative agency, which either:
  - challenges the making of the exchange offer or the exchange of Old Notes under the exchange offer or might, directly or indirectly, prohibit, prevent, restrict or delay consummation of, or might otherwise adversely affect in any material manner, the exchange offer or the exchange of Old Notes under the exchange offer, or
  - in our reasonable judgment, could materially adversely affect the business, condition (financial or otherwise), income, operations, properties, assets, liabilities or prospects of us and our subsidiaries, taken as a whole, or would be material to holders of Old Notes in deciding whether to accept the exchange offer.
- (a) Trading generally shall not have been suspended or materially limited on or by, as the case may be, either of the New York Stock Exchange or the National Association of Securities Dealers, Inc.; (b) there shall not have been any suspension or limitation of trading of any of our securities on any exchange or in the over-the-counter market; (c) no general banking moratorium shall have been declared by federal or New York authorities; or (d) there shall not have occurred any outbreak or escalation of major hostilities in which the United States is involved, any declaration of war by Congress or any other substantial national or international calamity or emergency if the effect of any such outbreak, escalation, declaration, calamity or emergency has a reasonable likelihood to make it impractical or inadvisable to proceed with completion of the exchange offer.
- The Trustee with respect to the Old Notes shall not have objected in any respect to, or taken any action that could in our reasonable judgment adversely affect the consummation of the exchange offer, the exchange of Old Notes under the exchange offer, nor shall the Trustee or any holder of Old Notes have taken any action that challenges the validity or effectiveness of the procedures used by us in making the exchange offer or the exchange of the Old Notes under the exchange offer.

All of the foregoing conditions are for our sole benefit and we may assert them, at any time and from time to time prior to the expiration of the exchange offer. We will make timely disclosure if any material condition is triggered. Subject to any applicable rules and regulations of the SEC, we may also waive any of the foregoing conditions in whole or in part at any time in our sole discretion prior to the expiration of the exchange offer. If we become aware that a condition to the offer is triggered, we will promptly notify holders of Old Notes as to whether or not we have decided to waive such condition. The waiver of any of these rights with respect to particular facts and circumstances will not be deemed a waiver with respect to any other facts and circumstances. Any determination that we make concerning an event, development or circumstance described or referred to above shall be conclusive and binding, subject to judgments by a court of law having competent jurisdiction over such matters. In addition, the registration statement covering the New Notes must be effective under the Securities Act, and we may not waive this condition.

In addition, we will not accept for exchange any Old Notes tendered, and no New Notes will be issued in exchange for any such Old Notes, if at such time any stop order shall be threatened or in effect with respect to the registration statement of which this prospectus constitutes a part or the qualification of the indenture under the Trust Indenture Act of 1939, as amended.

If any of the foregoing conditions are not satisfied, we may, at any time before the expiration of the exchange offer:

- terminate the exchange offer and return all tendered Old Notes to the holders thereof;

- modify, extend or otherwise amend the exchange offer and retain all tendered Old Notes until the expiration date, as may be extended, subject, however, to the withdrawal rights described in “Withdrawal Rights”, above; or
- waive the unsatisfied conditions (other than effectiveness of the registration statement) and accept all Old Notes tendered and not previously withdrawn.

Except for the requirements of applicable U.S. federal and state securities laws, we know of no federal or state regulatory requirements to be complied with or approvals to be obtained by us in connection with the exchange offer which, if not complied with or obtained, would have a material adverse effect on us.

Fees and Expenses

We estimate that the approximate total cost of the exchange offer, including payment of the exchange fee of $2.50 for each $1,000 original principal amount of Old Notes accepted for the exchange, assuming all of the Old Notes are exchanged for New Notes, will be approximately $2 million.

J. P. Morgan Securities LLC is acting as the dealer manager in connection with the exchange offer and will receive a fee for its services as dealer manager. The dealer manager will also be reimbursed for its reasonable out-of-pocket expenses incurred in connection with the exchange offer (including reasonable fees and disbursements of counsel), whether or not the transactions close. The fees will be payable upon completion of the exchange offer.

We have agreed to indemnify J. P. Morgan Securities LLC against specified liabilities relating to or arising out of the offer, including civil liabilities under the federal securities laws, and to contribute to payments which J. P. Morgan Securities LLC may be required to make in respect thereof. J. P. Morgan Securities LLC may from time to time hold Old Notes and our common stock in its proprietary accounts, and to the extent it owns Old Notes in these accounts at the time of the exchange offer, J. P. Morgan Securities LLC may tender these Old Notes. In addition, J. P. Morgan Securities LLC may hold and trade New Notes in its proprietary accounts following the exchange offer.

We have retained The Bank of New York Mellon Trust Company, N.A. to act as the exchange agent in connection with the exchange offer. The exchange agent will receive a fee in compensation for its services, will be reimbursed for reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) and will be indemnified against liabilities in connection with its services, including liabilities under the federal securities laws.

The exchange agent has not been retained to make solicitations or recommendations. The fees it receives will not be based on the principal amount of Old Notes tendered under the exchange offer.

We will not pay any fees or commissions to any broker or dealer, or any other person, other than J. P. Morgan Securities LLC for soliciting tenders of Old Notes under the exchange offer. Brokers, dealers, commercial banks and trust companies will, upon request, be reimbursed by us for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers.

DESCRIPTION OF THE NEW NOTES

The New Notes will be issued under an indenture to be entered into between us and The Bank of New York Mellon Trust Company, N.A. (the "trustee"), establishing the terms of the New Notes (the "indenture"). The terms of the New Notes will include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

The following description is a summary of the material provisions of the indenture. It does not restate the indenture in its entirety. You may request a copy of the indenture without charge by writing or telephoning us at Ciena Corporation, 7035 Ridge Road, Hanover, Maryland 21076; (410) 694-5700; Attention: General Counsel.

Brief Description of the New Notes

The New Notes will be:

- our general unsecured obligations;
- *pari passu* in right of payment with any other senior unsecured indebtedness of ours;
- senior in right of payment to any future indebtedness that is contractually subordinated to the New Notes;
- structurally subordinated to all present and future indebtedness and other obligations of our subsidiaries; and
- effectively subordinated to all of our present or future secured indebtedness to the extent of the value of the collateral securing such indebtedness.

General

The New Notes are convertible prior to maturity at the election of the holder (unless earlier repurchased) at the initial conversion rate of 49.5872 shares of our common stock per $1,000 in principal amount of New Notes, which is equal to an initial conversion price of approximately $20.17 per share, as described under "—Conversion of New Notes." We will settle conversions of New Notes by paying or delivering, as the case may be, cash, shares of our common stock or a combination of cash and shares of our common stock, at our election, as described under "—Settlement upon Conversion." We are offering $350 million in aggregate principal amount of New Notes. The New Notes will be issued only in denominations of $2,000 or in integral multiples of $1,000 in excess thereof. The New Notes will mature on October 15, 2018, unless earlier converted by you or repurchased by us at your option upon a fundamental change.

Neither we nor our subsidiaries will be restricted from paying dividends, incurring debt, granting liens, selling assets or issuing or repurchasing our securities under the indenture. In addition, there will be no financial covenants in the indenture.

The New Notes will bear interest at the annual rate of 3.75% commencing on April 15, 2017. Interest will be payable on April 15 and October 15 of each year, beginning on October 15, 2017, subject to limited exceptions if the New Notes are converted or repurchased after the record date and prior to the corresponding interest payment date. The record dates for the payment of interest will be April 1 and October 1. We will not, however, pay accrued interest on any New Notes that are converted except under the limited circumstances described under "—Conversion Procedures." We may, at our option, pay interest on the New Notes by check mailed to the holders. However, beneficial owners of New Notes issued in global form will be paid by wire transfer in immediately available funds in accordance with the settlement procedures of DTC, and a holder of certificated New Notes with an aggregate principal amount in excess of $2.0 million will be paid by wire transfer in immediately available funds upon its election if the holder has provided us with wire transfer instructions at

least 10 business days prior to the payment date. Interest on the New Notes will accrue and be paid on the basis of a 360-day year comprised of twelve 30-day months. We will not be required to make any payment on the New Notes due on any day which is not a business day until the following business day. The payment made on the following business day will be treated as though it were paid on the original due date and no interest will accrue on the payment for the additional period of time.

All references to "interest" in this prospectus are deemed to include additional interest, if any, that accrues in connection with our failure to comply with our reporting obligations under the indenture, if applicable, as described under "—Events of Default."

We may, without the consent of the holders of New Notes, issue additional New Notes from time to time in the future with the same terms and the same CUSIP number as the New Notes offered hereby in an unlimited principal amount; *provided* that if such additional New Notes are not fungible with the New Notes offered hereby for U.S. federal income tax purposes, the additional New Notes will have a separate CUSIP number. The New Notes offered hereby and any additional New Notes will constitute a single series of debt securities. This means that, in circumstances in which the indenture provides for the holders of New Notes to vote or take any action, the holders of New Notes offered hereby and the holders of any such additional New Notes will vote or take that action as a single class.

We will maintain an office in New York City where the New Notes may be presented for registration, transfer, exchange or conversion. This office will initially be an office or agency of the trustee. Except under limited circumstances described below, the New Notes will be issued only in fully-registered book entry form, without coupons, and will be represented by one or more global New Notes. There will be no service charge for any registration of transfer or exchange of New Notes. We may, however, require holders to pay a sum sufficient to cover any tax or other governmental charge payable in connection with certain transfers or exchanges as described under "—Conversion Procedures."

Conversion of New Notes

You may convert all or any portion of the principal amount of your New Notes in integral multiples of $1,000 (provided that the principal amount of any such New Notes to remain outstanding after such conversion is equal to $2,000 or any integral multiple of $1,000 in excess thereof) at any time on or prior to the close of business on the business day immediately preceding the maturity date, unless the New Notes have been previously repurchased. The conversion rate is initially 49.5872 shares of our common stock per $1,000 principal amount of New Notes (which is equivalent to an initial conversion price of approximately $20.17 per share). The conversion rate in effect at any given time is referred to in this prospectus as the "applicable conversion rate" and will be subject to adjustments as described below under "—Anti-dilution Adjustments" and "—Adjustment to Conversion Rate Upon a Make-whole Fundamental Change," but will not be adjusted for accrued interest. The "applicable conversion price" at any given time is equal to the principal amount of a $1,000 New Note divided by the applicable conversion rate. Upon conversion of a New Note, we will satisfy our conversion obligation by paying or delivering, as the case may be, cash, shares of our common stock or a combination of cash and shares of our common stock, at our election, all as set forth below under "—Settlement upon Conversion." If we satisfy our conversion obligation solely in cash or through payment and delivery, as the case may be, of a combination of cash and shares of our common stock, the amount of cash and shares of common stock, if any, due upon conversion will be based on a daily conversion value (as defined below) calculated on a proportionate basis for each trading day in a 20 trading day observation period (as defined below under "—Settlement upon Conversion").

Conversion Procedures

If you wish to exercise your conversion right, you must deliver an irrevocable conversion notice, together, if the New Notes are in certificated form, with the certificated security (the date of such delivery of notice and all other requirements for conversion having been satisfied, the "conversion date"), to the conversion agent. The conversion agent will, on your behalf, deliver the notice to the Company for conversion of the New Notes into

cash, shares of our common stock or a combination thereof, as the case may be. You may obtain copies of the required form of the conversion notice from the conversion agent.

Upon conversion of New Notes, you generally will not receive any cash payment of interest. By paying and/or delivering, as the case may be, to the holder the cash and/or shares of our common stock, as the case may be, into which a New Note is convertible as described below under "—Settlement upon Conversion", we will be deemed to have satisfied all of our obligations with respect to such New Note through the conversion date. That is, we will not pay accrued but unpaid interest, if any, and we will not adjust the conversion rate to account for any accrued interest.

However, if you surrender your New Notes for conversion between the close of business on a record date and the opening of business on the next interest payment date, including the maturity date, you will receive the interest payable on such New Notes on the corresponding interest payment date notwithstanding the conversion. Consequently, when you surrender your New Notes for conversion during such period, you must pay funds equal to the interest payable on the principal amount being converted; provided, however, that no such payment need be made (1) if we have specified a fundamental change repurchase date that is after a record date and on or prior to the corresponding interest payment date, (2) with respect to any New Notes surrendered for conversion following the record date for the payment of interest on the stated maturity date or (3) only to the extent of overdue interest, if any overdue interest exists at the time of conversion with respect to such New Note.

The term "business day" means any day other than a Saturday, Sunday or other day on which banking institutions in New York City are authorized or required by law, regulation or executive order to remain closed.

If you convert New Notes, we will pay any documentary, stamp or similar issue or transfer tax due on the issue of any shares of our common stock upon the conversion, unless the tax or duty is due because you request the shares to be issued or delivered in a name other than your own, in which case you will pay the tax or duty. Certificates representing our common stock will be issued or delivered only after all applicable taxes and duties payable by you, if any, have been paid.

Each conversion will be deemed to have been effected as to any New Notes on the relevant conversion date and the person in whose name any shares of common stock shall be issuable upon such conversion will become the holder of record of such shares as of the close of business on the conversion date (in the case of physical settlement, as defined below) or the last trading day of the relevant observation period (in the case of combination settlement, as defined below).

Settlement upon Conversion

Upon conversion, we may choose to pay or deliver, as the case may be, either cash ("cash settlement"), shares of our common stock ("physical settlement") or a combination of cash and shares of our common stock ("combination settlement"), as described below. We refer to each of these settlement methods as a "settlement method."

All conversions for which the relevant conversion date occurs on or after the 30th scheduled trading day immediately preceding the maturity date (the "final period start date") will be settled using the same settlement method. Except for any conversions for which the relevant conversion date occurs on or after the final period start date, we will use the same settlement method for all conversions with the same conversion date, but we will not have any obligation to use the same settlement method with respect to conversions with different conversion dates. That is, we may choose for New Notes converted on one conversion date to settle conversions in physical settlement, and choose for New Notes converted on another conversion date cash settlement or combination settlement.

If we elect a settlement method, we will inform converting holders through the trustee of the settlement method we have selected by no later than the close of business on the trading day immediately following the

relevant conversion date (or in the case of any conversions for which the relevant conversion date occurs on or after the final period start date, no later than the final period start date). If we do not timely elect a settlement method, we will no longer have the right to elect cash settlement or physical settlement and we will be deemed to have elected combination settlement in respect of our conversion obligation, as described below, and the specified dollar amount (as defined below) per $1,000 principal amount of New Notes will be equal to $1,000 (or, if the relevant conversion date occurs on or after the final period start date, $0). If we elect combination settlement, but we do not timely notify converting holders of the specified dollar amount per $1,000 principal amount of New Notes, such specified dollar amount will be deemed to be $1,000 (or, if the relevant conversion date occurs on or after the final period start date, $0).

Settlement amounts will be computed as follows:

- if we elect physical settlement, we will deliver to the converting holder in respect of each $1,000 principal amount of New Notes being converted a number of shares of common stock equal to the applicable conversion rate;
- if we elect cash settlement, (a) if the relevant conversion date occurs prior to the final period start date, we will pay to the converting holder in respect of each $1,000 principal amount of New Notes being converted cash in an amount equal to the sum of the daily conversion values for each of the 20 consecutive trading days during the related observation period or (b) if the relevant conversion date occurs on or after the final period start date, we will pay to the converting holder in respect of each $1,000 principal amount of New Notes being converted cash in an amount equal to (i) $1,000, no later than the maturity date, plus (ii) the sum of the daily conversion values, if any, for each of the 20 consecutive trading days during the related observation period, no later than the third business day immediately following the last trading day of the related observation period; and
- if we elect (or are deemed to have elected) combination settlement, (a) if the relevant conversion date occurs prior to the final period start date, we will pay or deliver, as the case may be, to the converting holder in respect of each $1,000 principal amount of New Notes being converted a "settlement amount" equal to the sum of the daily settlement amounts for each of the 20 consecutive trading days during the related observation period or (b) if the relevant conversion date occurs on or after the final period start date, we will pay or deliver, as the case may be, to the converting holder in respect of each $1,000 principal amount of New Notes being converted a "settlement amount" equal to (i) $1,000, no later than the maturity date, plus (ii) the sum of the daily settlement amounts, if any, for each of the 20 consecutive trading days during the related observation period, no later than the third business day immediately following the last trading day of the related observation period.

If the relevant conversion date occurs prior to the final period start date, the "daily settlement amount," for each of the 20 consecutive trading days during the observation period, shall consist of:

- cash equal to the lesser of (a) the maximum cash amount per $1,000 principal amount of New Notes to be received upon conversion as specified in the notice specifying our chosen settlement method (the "specified dollar amount"), if any, *divided by* 20 (such quotient, the "daily measurement value") and (b) the daily conversion value; and
- if the daily conversion value exceeds the daily measurement value, a number of shares equal to (a) the difference between the daily conversion value and the daily measurement value, *divided by* (b) the daily VWAP for such trading day.

If the relevant conversion date occurs on or after the final period start date, the "daily settlement amount," for each of the 20 consecutive trading days during the observation period, shall consist of:

- cash equal to the lesser of (a) the maximum cash amount in excess of $1,000 per $1,000 principal amount of New Notes to be received upon conversion as specified in the notice specifying our chosen settlement method (the "specified dollar amount"), if any, *divided by* 20 (such quotient, the "daily measurement value") and (b) the daily conversion value; and

- if the daily conversion value exceeds the daily measurement value, a number of shares equal to (a) the difference between the daily conversion value and the daily measurement value, *divided by* (b) the daily VWAP for such trading day.

If the relevant conversion date occurs prior to the final period start date, the "daily conversion value", for each $1,000 principal amount of New Notes, means, for each of the 20 consecutive trading days during the observation period, 5% of the product of (a) the applicable conversion rate on such trading day and (b) the daily VWAP for such trading day.

If the relevant conversion date occurs on or after the final period start date, the "daily conversion value", for each $1,000 principal amount of New Notes, means, for each of the 20 consecutive trading days during the observation period, the greater of (a) $0 and (b) 5% of the difference between (i) the product of (A) the applicable conversion rate on such trading day and (B) the daily VWAP for such trading day and (ii) $1,000.

The "daily VWAP" means, for each of the 20 consecutive trading days during the relevant observation period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page "CIEN <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such trading day (or if such volume-weighted average price is unavailable, the market value of one share of our common stock on such trading day as determined by our board of directors in a commercially reasonable manner using a volume-weighted average method). The "daily VWAP" will be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours.

The "observation period" with respect to any New Note surrendered for conversion means:

- if the relevant conversion date occurs prior to the final period start date, the 20 consecutive trading day period beginning on, and including, the second trading day immediately succeeding such conversion date; and
- if the relevant conversion date occurs on or after the final period start date, the 20 consecutive trading days beginning on, and including, the maturity date.

For the purposes of determining amounts due upon conversion only, "trading day" means a day on which (a) there is no "market disruption event" (as defined below) and (b) trading in our common stock generally occurs on the New York Stock Exchange or, if our common stock is not then listed on the New York Stock Exchange, on the principal other U.S. national or regional securities exchange on which our common stock is then listed or, if our common stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which our common stock is then listed or admitted for trading. If our common stock is not so listed or admitted for trading, "trading day" means a "business day."

"Scheduled trading day" means a day that is scheduled to be a trading day on the principal U.S. national or regional securities exchange or market on which our common stock is listed or admitted for trading. If our common stock is not so listed or admitted for trading, "scheduled trading day" means a "business day."

For the purposes of determining amounts due upon conversion, "market disruption event" means (a) a failure by the primary U.S. national or regional securities exchange or market on which our common stock is listed or admitted for trading to open for trading during its regular trading session or (b) the occurrence or existence prior to 1:00 p.m., New York City time, on any scheduled trading day for our common stock for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock exchange or otherwise) in our common stock or in any options contracts or futures contracts relating to our common stock.

Except as described below under "Anti-dilution Adjustments," we will deliver the consideration due in respect of conversion no later than the third business day immediately following the relevant conversion date, if we elect

physical settlement, or, in the case of any other settlement method, (x) if the relevant conversion date occurs prior to the final period start date, we will pay or deliver the consideration due in respect of conversion no later than the third business day immediately following the last trading day of the relevant observation period or (y) if the relevant conversion date occurs on or after the final period start date, we will pay or deliver, for each $1,000 principal amount of New Notes being converted, $1,000 in cash no later than the maturity date and the daily conversion values or daily settlement amounts, as applicable, no later than the third business day immediately following the last trading day of the relevant observation period. Notwithstanding anything to the contrary, we shall pay or deliver the consideration due in respect of any conversion as set forth herein, regardless of whether the due date therefor occurs after the maturity date.

We will not issue fractional shares of our common stock upon conversion of the New Notes. In lieu of fractional shares otherwise issuable (calculated on an aggregate basis in respect of all the New Notes you have surrendered for conversion), you will be entitled to receive cash equal to the product of such fraction of a share and the closing sale price of our common stock on (x) the trading day immediately preceding the relevant conversion date (in the case of physical settlement) or (y) the last trading day of the relevant observation period (in the case of combination settlement).

Anti-dilution Adjustments

The conversion rate will be subject to adjustment, without duplication, from time to time, upon the occurrence of any of the following events:

(1) *stock dividends in common stock*—we pay or make a dividend or other distribution on our common stock, payable exclusively in shares of our common stock;

(2) *issuance of rights or warrants*—we issue to all or substantially all holders of our common stock rights or warrants that allow the holders to purchase shares of our common stock for a period expiring within 60 days from the date of issuance of the rights or warrants at a price per share less than the current market price on the record date fixed for determination of stockholders entitled to receive such rights or warrants (other than any rights or warrants that by their terms would also be issued to you upon conversion of your New Notes, if physical settlement applied, without any action required by us or any other person or rights or warrants that are distributed to our stockholders upon a merger or consolidation, and taking into consideration in determining the price per share any consideration received by us for such rights and warrants and any amount payable on exercise or conversion thereof, with the value of such consideration, if other than cash, to be determined by us); provided that the conversion rate will be readjusted to the extent that the rights or warrants are not exercised prior to their expiration and as a result no additional shares are delivered or issued pursuant to such rights or warrants;

(3) stock splits and combinations—we:

- subdivide or split the outstanding shares of our common stock into a greater number of shares; or
- combine or reclassify the outstanding shares of our common stock into a smaller number of shares;

(4) *distribution of indebtedness, securities or assets*—we distribute by dividend or otherwise to all or substantially all holders of our common stock evidences of indebtedness, securities or assets or rights, options or warrants to purchase our securities (provided, however, that if these rights, options or warrants are only exercisable upon the occurrence of specified triggering events, then the conversion rate will not be adjusted until the triggering events occur, and any shares of common stock delivered upon conversion of the New Notes at any time following distribution of such rights, options or warrants but prior to the expiration thereof or the occurrence of a triggering event shall be accompanied by a corresponding amount of such rights, options or warrants), but excluding:

- dividends or distributions as to which an adjustment was effected pursuant to clause (1) above;
- rights or warrants as to which an adjustment was effected pursuant to clause (2) above; and
- dividends or distributions paid exclusively in cash described in clause (6) below

(the "distributed assets"), in which event (other than in the case of a spin-off as described in clause (5) below), the conversion rate will be increased to be equal to the rate determined by multiplying:

- the conversion rate in effect immediately before the opening of business on the ex-dividend date for such distribution by
- an adjustment factor equal to a fraction, the numerator of which is the current market price of our common stock and the denominator of which is the current market price of our common stock minus the fair market value, as determined by our board of directors (or a committee thereof), whose determination in good faith will be conclusive, of the portion of those distributed assets applicable to one share of common stock.

For purposes of this clause (4), the "current market price" of our common stock means the average of the closing sale prices of our common stock for the five consecutive trading days ending on the trading day prior to the ex-dividend date for such distribution, and the new conversion rate will take effect immediately after the opening of business on the ex-dividend date for such distribution. Notwithstanding the foregoing, in cases where (a) the fair market value per share of the distributed assets equals or exceeds the current market price of our common stock, or (b) the current market price of our common stock exceeds the fair market value per share of the distributed assets by less than $1.00, in lieu of the foregoing adjustment, you will receive upon conversion, in addition to any cash and/or shares of our common stock, as the case may be, the amount and kind of distributed assets you would have received if you had converted your New Notes immediately prior to the record date for such distribution and physical settlement had applied to such conversion.

The "closing sale price" of our common stock on any date means the last reported closing price per share (or, if no last closing price is reported, the average of the last bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) on such date as reported in composite transactions for the principal U.S. securities exchange on which our common stock then is listed, or if our common stock is not listed on a U.S. national or regional exchange, the "closing sale price" will be the last quoted bid price for our common stock in the over-the-counter market on the relevant dates as reported by OTC Markets Group Inc. or any similar U.S. system of automated dissemination of quotations of securities prices. If our common stock is not so traded, the "closing sale price" will be the price as reported on the principal other market on which our common stock is then traded. In the absence of such quotations, our board of directors will make a good faith determination of the closing sale price.

The term "trading day" means a day during which trading in securities generally occurs on the New York Stock Exchange, or, if our common stock is not then traded on the New York Stock Exchange, then on The NASDAQ Global Select Market, The NASDAQ Global Market or another national or regional securities exchange on which our common stock is then listed or, if our common stock is not listed on a national or regional securities exchange, on the principal other market on which our common stock is then traded or quoted. If our common stock is not so listed, traded or quoted, then the term "trading day" shall have the same meaning as "business day."

(5) *spin-offs*—we distribute to all or substantially all holders of our common stock shares of capital stock of any class or series, or similar equity interests, of or relating to a subsidiary or other business unit and which is traded on The NASDAQ Global Select Market, The NASDAQ Global Market, the New York Stock Exchange or another U.S. national securities exchange or quoted on an established automated over-the-counter trading market, which we refer to as a "spin-off," in which case the conversion rate will be increased so that the same shall equal the rate determined by multiplying:

- the conversion rate in effect immediately before the opening of business on the ex-dividend date for the spin-off by
- an adjustment factor equal to a fraction, the numerator of which is the current market price of our common stock, plus the average of the closing sale prices of the capital stock or similar equity interests

distributed to holders of our common stock applicable to one share of our common stock over the ten consecutive trading days immediately following, and including, the ex-dividend date for the spin-off, and the denominator of which is the current market price of our common stock.

For purposes of this clause (5), the "current market price" of our common stock means the average of the closing sale prices of our common stock for the ten consecutive trading days following, and including the ex-dividend date for the spin-off.

The adjustment to the conversion rate in the event of a spin-off will be made after the opening of business on the day after the tenth trading day from, and including, the ex-dividend date of the spin-off, but will be given effect immediately before the opening of business on the ex-dividend date for the spin-off; provided that we may delay delivery of any incremental cash and/or shares of our common stock, as the case may be, due upon conversion until the information required for the calculation set forth in this clause (5) becomes available, if it is not available at the time at which settlement of a given conversion is to occur.

(6) *cash distributions*—we pay a dividend or make a distribution consisting exclusively of cash to all or substantially all holders of outstanding shares of common stock, in which event the conversion rate will be increased so that the same shall equal the rate determined by multiplying:

- the conversion rate in effect immediately prior to the opening of business on the ex-dividend date for such distribution by
- an adjustment factor equal to a fraction, the numerator of which is the current market price of our common stock, and the denominator of which is the current market price of our common stock, minus the amount per share of such distribution.

For purposes of this clause (6), the "current market price" of our common stock means the average of the closing sale prices of our common stock for the five consecutive trading days ending on the trading day prior to the ex-dividend date for such cash distribution, and the new conversion rate will take effect immediately after the opening of business on the ex-dividend date for such distribution.

Notwithstanding the foregoing, in cases where (a) the per share amount of such distribution equals or exceeds the current market price of our common stock or (b) the current market price of our common stock exceeds the per share amount of such distribution by less than $1.00, in lieu of the foregoing adjustment, you will receive upon conversion, in addition to any cash and/or shares of our common stock, as the case may be, such distribution you would have received if you had converted your New Notes immediately prior to the record date for such distribution and physical settlement had applied to such conversion.

(7) *tender or exchange offer*—we (or one of our subsidiaries) make a payment in respect of a tender offer or exchange offer for any portion of our common stock, in which event, to the extent the cash and value of any other consideration included in the payment per share of our common stock exceeds the closing sale price of our common stock on the trading day following the last date on which tenders or exchanges may be made pursuant to such tender offer or exchange offer, as the case may be, the conversion rate will be adjusted so that the same shall equal the rate determined by multiplying:

- the conversion rate immediately prior to the opening of business on the trading day following the expiration date of the tender or exchange offer by
- an adjustment factor equal to a fraction, the numerator of which will be the sum of (a) the fair market value, as determined by our board of directors (or a committee thereof), whose determination in good faith will be conclusive, of the aggregate consideration payable for all shares of our common stock we purchase in the tender or exchange offer and (b) the product of (i) the number of shares of our common stock outstanding less any such purchased shares and (ii) the closing sale price of our common stock on the trading day immediately following the expiration date of the tender or exchange offer, and the denominator of which will be the product of (a) the number of shares of our common stock

outstanding, including any such purchased shares, and (b) the closing sale price of our common stock on the trading day immediately following the expiration date of the tender or exchange offer.

The adjustment pursuant to this clause (7) will become effective immediately after the opening of business on the second trading day following the expiration date of the tender or exchange offer.

(8) *repurchases*—we (or one of our subsidiaries) make a payment in respect of a repurchase for our common stock the consideration for which exceeds the then-prevailing market price of our common stock (such amount, the "repurchase premium"), and that repurchase, together with any other repurchases of our common stock by us (or one of our subsidiaries) involving a repurchase premium concluded within the preceding twelve months not triggering an adjustment to the conversion rate, results in the payment by us of an aggregate consideration exceeding an amount equal to 10% of the market capitalization of our common stock, the conversion rate will be adjusted so that the same shall equal the rate determined by multiplying:

- the conversion rate immediately prior to the opening of business on the day immediately following the date of the repurchase triggering the adjustment by
- an adjustment factor equal to a fraction, the numerator of which is the current market price of our common stock and the denominator of which is (a) the current market price of our common stock, minus (b) the quotient of (i) the aggregate amount of all of the repurchase premiums paid in connection with such repurchases and (ii) the number of shares of common stock outstanding on the day immediately following the date of the repurchase triggering the adjustment, as determined by our board of directors (or a committee thereof), whose determination in good faith will be conclusive;

provided that no adjustment to the conversion rate will be made to the extent the conversion rate is not increased as a result of the above calculation, and provided further that the repurchases of our common stock effected by us or our agent in conformity with Rule 10b-18 under the Exchange Act will not be included in any adjustment to the conversion rate made under this clause (8).

For purposes of this clause (8):

- the "market capitalization" will be calculated by multiplying the current market price of our common stock by the number of shares of common stock then outstanding on the date of the repurchase triggering the adjustment immediately prior to such repurchase,
- the "current market price" will be the average of the closing sale prices of our common stock for the five consecutive trading days beginning on the trading day following the date of the repurchase triggering the adjustment, and
- in determining the repurchase premium, the "then-prevailing market price" of our common stock will be the average of the closing sale prices of our common stock for the five consecutive trading days ending on the relevant repurchase date.

If a payment would cause an adjustment to the conversion rate under both clause (7) and clause (8), the provisions of clause (8) shall control.

For purposes of this clause (8), the adjustment to the conversion rate will be made after the opening of business on the day after the fifth trading day beginning on the trading day following the date of the repurchase triggering the adjustment, but will be given effect as of the close of business on the date of the repurchase triggering the adjustment.

If any distribution or transaction described in clauses (1) through (8) has not resulted in an adjustment to the conversion rate applicable to conversion of a given New Note but any shares of our common stock deliverable in respect of such conversion are not entitled to participate in the relevant distribution or transaction (because they were not held on a related record date or otherwise), then we shall adjust the number of shares that we will deliver in respect of such conversion to reflect the relevant distribution or transaction.

As used in this section, "ex-dividend date" means the first date on which the shares of our common stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance, dividend or distribution in question, from us or, if applicable, from the seller of our common stock on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market.

If any provision of the indenture requires the averaging or summation of closing sale prices (including in connection with determining a current market price), daily VWAPs, daily conversion values or daily settlement amounts or any functions thereof over a span of multiple days, our board of directors will make appropriate adjustments to such closing sale prices, daily VWAPs, daily conversion values or daily settlement amounts or functions thereof or the conversion rate to account for any adjustment to the conversion rate that becomes effective, or any event requiring an adjustment to the conversion rate in which the ex-dividend date of the event occurs, at any time during the period over which such average or summation is to be calculated.

We may increase the conversion rate as our board of directors considers advisable to avoid or diminish any income tax to holders of our common stock or rights to purchase our common stock resulting from any dividend or distribution of stock or issuance of rights or warrants to purchase or subscribe for stock or from any event treated as such for income tax purposes. We may also, from time to time, to the extent permitted by applicable law and the rules of the New York Stock Exchange and any other securities exchange on which the common stock is then listed, increase the conversion rate by any amount for any period of at least 20 business days if our board of directors has determined that such increase would be in our best interests. If our board of directors makes such a determination, it will be conclusive. We will give you written notice at least 15 days prior to the effective date of such change in the conversion rate, with a copy to the trustee and conversion agent, of such an increase in the conversion rate.

No adjustment to the conversion rate or your ability to convert will be made if (a) you otherwise participate (as a result of holding New Notes) in a transaction that would otherwise trigger an adjustment as described in this "—Anti-dilution Adjustments" without converting or (b) upon conversion, you receive shares entitled to participate in the transaction that would otherwise trigger an adjustment as described in this "—Anti-dilution Adjustments".

The applicable conversion rate will not be adjusted except as provided above:

- upon the issuance of any shares of our common stock or options, warrants or other rights to acquire our common stock (including the issuance of common stock pursuant to such options, warrants or other rights), in any transaction resulting in an exchange for fair market value, including in connection with a reduction of indebtedness or liabilities of us or any of our subsidiaries including, without limitation, upon the conversion of convertible securities outstanding on the date the Old Notes were issued or pursuant to settlements with respect to claims related to any governmental or private litigation, dispute, investigation, proceeding or other similar action;
- upon the issuance of any shares of our common stock pursuant to any present or future plan or similar arrangement providing for the reinvestment of dividends or interest payable on our securities and the investment of additional optional amounts in shares of our common stock under any such plan or arrangement;
- upon the issuance of any shares of our common stock or options or rights to purchase such shares pursuant to any present or future employee, director or consultant benefit plan or program or similar arrangement of or assumed by us or any of our subsidiaries;
- upon the issuance of any shares of our common stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in the preceding bullet and outstanding as of the date the Old Notes were first issued;
- for a change in the par value of our common stock; or
- for accrued and unpaid interest, if any.

We will not be required to make an adjustment in the conversion rate unless the adjustment would require a change of at least 1% in the conversion rate. However, we will carry forward any adjustment that is less than 1% of the conversion rate, take such carried-forward adjustments into account in any subsequent adjustment, and make such carried-forward adjustments, regardless of whether the aggregate adjustment is less than 1%, (a) annually on the anniversary of the first date of issue of the Old Notes and (b) otherwise (i) five business days prior to the stated maturity of the New Notes or (ii) prior to any conversion date (in the case of physical settlement of the relevant conversion) or each trading day of the applicable observation period (in the case of combination settlement or cash settlement of the relevant conversion), unless such adjustment has already been made.

Upon conversion of your New Notes into any shares of our common stock, you will also receive any rights under any stockholder rights plan we may adopt, whether or not the rights have separated from the common stock at the time of conversion unless, prior to conversion, the rights have expired, terminated or been exchanged.

In the event of:

- any reclassification of our common stock;
- a consolidation, merger or binding share exchange involving the Company; or
- a sale, assignment, conveyance, transfer, lease or other disposition to another person of our property and assets as an entirety or substantially as an entirety,

in each case, in which holders of our outstanding common stock are entitled to receive cash, securities or other property for their shares of our common stock ("reference property"), holders of New Notes will generally be entitled thereafter to convert their New Notes only into the kind and amount of reference property that a holder of a number of shares of our common stock equal to the conversion rate immediately prior to such transaction would have owned or been entitled to receive upon such transaction. If the New Notes become convertible into reference property, we will notify the trustee in writing and issue a press release containing the relevant information (and make the press release available on our website). Throughout this "Description of the New Notes", if our common stock has been replaced by reference property as a result of any transaction described in the preceding sentence, references to our common stock are intended to refer to such reference property. However, at and after the effective time of the transaction, (i) we will continue to have the right to determine the form of consideration to be paid or delivered, as the case may be, upon conversion of New Notes, as set forth under "—Settlement upon Conversion" and (ii)(x) any amount payable in cash upon conversion of the New Notes as set forth under "—Settlement upon Conversion" will continue to be payable in cash, (y) any shares of our common stock that we would have been required to deliver upon conversion of the New Notes as set forth under "—Settlement upon Conversion" will instead be deliverable in the amount and type of reference property that a holder of that number of shares of our common stock would have received in such transaction and (z) the daily VWAP will be calculated based on the value of a unit of reference property that a holder of one share of our common stock would have received in such transaction. If the holders of our common stock receive only cash in such transaction, then for all conversions that occur after the effective date of such transaction (i) the consideration due upon conversion of each $1,000 principal amount of New Notes shall be solely cash in an amount equal to the conversion rate in effect on the conversion date (as may be increased as described under "—Adjustment to Conversion Rate Upon a Make-whole Fundamental Change"), *multiplied by* the price paid per share of common stock in such transaction and (ii) we will satisfy our conversion obligation by paying cash to converting holders no later than the third business day immediately following the conversion date.

For purposes of the foregoing, the type and amount of consideration that you would have been entitled to receive as a holder of our common stock in the case of reclassifications, consolidations, mergers, binding share exchanges, sales, assignments, conveyances, transfers, leases or other dispositions that cause our common stock to be converted into the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election) will be deemed to be the weighted average of the types and amounts of consideration received by the holders of our common stock that affirmatively make such an election.

Notwithstanding the above, certain listing standards of the New York Stock Exchange may limit the amount by which we may increase the conversion rate pursuant to the events described above in clause (2) and clauses (4) through (8) and as described in "—Adjustment to Conversion Rate Upon a Make-whole Fundamental Change" below. These standards generally require us to obtain the approval of our stockholders before entering into certain transactions that potentially result in the issuance of 20% or more of our common stock outstanding at an effective price less than the greater of book or market value (determined in accordance with applicable guidelines of the New York Stock Exchange) unless we obtain stockholder approval of issuances in excess of such limitations. In accordance with these listing standards, these restrictions will apply at any time when the New Notes are outstanding, regardless of whether we then have a class of securities listed on the New York Stock Exchange. Accordingly, we will not enter into any transaction, or take any other voluntary action, that would require an increase of the conversion rate resulting in the New Notes becoming convertible into a number of shares of common stock in excess of any limitations imposed by the continued listing standards of the New York Stock Exchange, without complying, if applicable, with the stockholder approval rules contained in such listing standards.

Repurchase at Option of the Holder upon a Fundamental Change

If a fundamental change (as defined below) occurs at any time prior to stated maturity, you may have the right to require us to purchase any or all of your New Notes for cash, at a price equal to 100% of the principal amount of the New Notes to be repurchased plus accrued and unpaid interest, if any, to (but not including) the fundamental change repurchase date, unless such fundamental change repurchase date falls after a regular record date and on or prior to the corresponding interest payment date, in which case we will pay the full amount of accrued and unpaid interest payable on such interest payment date to the holder of record at the close of business on the corresponding regular record date. For a discussion of the U.S. federal income tax treatment of a holder receiving cash, see "Material United States Federal Income Tax Considerations."

A "fundamental change" will be deemed to have occurred at the time after the New Notes are originally issued that any of the following occurs:

(1) our common stock (or other reference property into which the New Notes are convertible) is neither traded on The NASDAQ Global Select Market, The NASDAQ Global Market, the New York Stock Exchange or another U.S. national securities exchange or quoted on an established automated over-the-counter trading market in the United States; or

(2) any person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Exchange Act, acquires beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of transactions, of shares of our capital stock entitling the person to exercise 50% or more of the total voting power of all shares of our capital stock entitled to vote generally in elections of directors, other than an acquisition by us, any of our subsidiaries or any of our employee benefit plans; or

(3) we merge or consolidate with or into any other person (other than a subsidiary of ours), another person (other than a subsidiary ours) merges with or into us, or we convey, sell, transfer or lease all or substantially all of our assets to another person, other than any transaction:

- that does not result in a reclassification, conversion, exchange or cancellation of our outstanding common stock;
- pursuant to which the holders of 50% or more of the total voting power of all shares of our capital stock entitled to vote generally in elections of directors immediately prior to such transaction have the entitlement to exercise, directly or indirectly, 50% or more of the total voting power of all shares of capital stock entitled to vote generally in elections of directors of the continuing or surviving person immediately after such transaction; or
- which is effected solely to change our jurisdiction of incorporation and results in a reclassification, conversion or exchange of outstanding shares of our common stock solely into shares of common stock of the surviving entity; or

(4) at any time our continuing directors do not constitute a majority of our board of directors (or, if applicable, a successor person to us).

However, notwithstanding the foregoing, holders of the New Notes will not have the right to require us to repurchase any New Notes under clauses (2) or (3) above (and we will not be required to deliver the fundamental change repurchase right notice incidental thereto), if at least 90% of the consideration paid for our common stock (excluding cash payments for fractional shares, cash payments made pursuant to dissenters' appraisal rights and cash dividends) in a merger or consolidation or a conveyance, sale, transfer or lease otherwise constituting a fundamental change under clause (2) or clause (3) above consists of shares of common stock traded on The NASDAQ Global Select Market, The NASDAQ Global Market, the New York Stock Exchange or another U.S. national securities exchange or quoted on an established automated over-the-counter trading market in the United States (or will be so traded or quoted immediately following the merger or consolidation) and, as a result of the merger or consolidation, the New Notes become convertible into such shares of such common stock.

For purposes of these provisions, whether a person is a "beneficial owner" will be determined in accordance with Rule 13d-3 under the Exchange Act, and "person" includes any syndicate or group that would be deemed to be a "person" under Section 13(d)(3) of the Exchange Act.

The term "continuing directors" means, as of any date of determination, any member of our board of directors who (a) was a member of our board of directors on the date of the indenture for the Old Notes or (b) becomes a member of our board of directors subsequent to that date and was appointed, nominated for election or elected to our board of directors with the approval of (i) a majority of the continuing directors who were members of our board of directors at the time of such appointment, nomination or election or (ii) a majority of the continuing directors that were serving at the time of such appointment, nomination or election on a committee of our board of directors that appointed or nominated for election or reelection such board member.

The term "capital stock" means (a) in the case of a corporation, corporate stock, (b) in the case of an association or business entity, shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited) and (d) 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 the assets of, the issuing person.

At least 20 business days prior to the anticipated date on which a fundamental change will become effective (or if we do not have actual notice of a fundamental change 20 business days prior to the effective date, as soon as we have actual notice of the fundamental change), we will provide to all holders of the New Notes, the trustee, the paying agent and the conversion agent a written notice (the "fundamental change notice") stating:

(1) if applicable, whether we will adjust the conversion rate as described under "—Adjustment to Conversion Rate Upon a Make-whole Fundamental Change";

(2) the anticipated date on which the fundamental change will become effective; and

(3) whether we expect that holders of the New Notes will have the right to require us to repurchase the New Notes as described in this section.

In addition to the fundamental change notice, on or before the 20th trading day after the date on which a fundamental change transaction becomes effective (which fundamental change results in the holders of New Notes having the right to cause us to repurchase their New Notes), we will provide to all holders of the New Notes and the trustee and paying agent and conversion agent a written notice of the occurrence of the fundamental change and of the resulting repurchase right (the "fundamental change repurchase right notice").

Each fundamental change repurchase right notice will state, among other things:

- the events giving rise to the fundamental change;

- if we will adjust the conversion rate pursuant to a make-whole fundamental change, the conversion rate and any adjustments to the conversion rate;
- the effective date of the fundamental change, if applicable;
- the last date on which a holder may exercise the repurchase right;
- the fundamental change repurchase price;
- the fundamental change repurchase date;
- the name and address of the paying agent and the conversion agent;
- that the New Notes with respect to which the fundamental change repurchase right notice has been given by the holder may be converted only if the holder withdraws any repurchase notice previously delivered by the holder in accordance with the terms of the indenture; and
- the procedures that holders must follow to require us to repurchase their New Notes.

To exercise the fundamental change repurchase right, you must deliver, before the close of business on the second business day immediately preceding the fundamental change repurchase date, the New Notes to be repurchased, together with the repurchase notice duly completed, to the paying agent. Your repurchase notice must state:

- if certificated, the certificate numbers of the New Notes to be delivered for repurchase;
- the portion of the principal amount of New Notes to be repurchased, which must be $2,000 or an integral multiple of $1,000 in excess thereof and if any New Notes remain outstanding, the principal amount must be equal to $2,000 or an integral multiple of $1,000 in excess thereof; and
- that the New Notes are to be repurchased by us as of the fundamental change repurchase date pursuant to the applicable provisions of the New Notes and the indenture.

If the New Notes are not in certificated form, your fundamental change repurchase notice must comply with appropriate DTC procedures.

If you exercise your right to have any portion of your New Note repurchased, you may not surrender that portion of your New Note for conversion unless you withdraw your repurchase notice in accordance with the indenture. You may withdraw any such repurchase notice (in whole or in part) by a written notice of withdrawal delivered to the paying agent prior to the close of business on the second business day prior to the fundamental change repurchase date. The notice of withdrawal must state:

- the principal amount of the withdrawn New Notes;
- if certificated New Notes have been issued, the certificate numbers of the withdrawn New Notes; and
- the principal amount, if any, that remains subject to the repurchase notice.

If the New Notes are not in certificated form, the notice of withdrawal must comply with appropriate DTC procedures.

We will be required to repurchase the New Notes on a date chosen by us in our sole discretion that is no less than 20 and no more than 35 business days after the date of our sending of the relevant fundamental change repurchase right notice, subject to extension to comply with applicable law. To receive payment of the repurchase price, you must either effect book-entry transfer or deliver the New Notes, together with necessary endorsements, to the office of the paying agent after delivery of the repurchase notice. Holders will receive payment of the repurchase price promptly following the later of the fundamental change repurchase date or the time of book-entry transfer or the delivery of the New Notes. If the paying agent, other than us or a subsidiary of

ours, holds money or securities sufficient to pay the repurchase price of the New Notes on the business day following the fundamental change repurchase date, then:

- the New Notes will cease to be outstanding, and interest, if any, will cease to accrue (whether or not book-entry transfer of the New Notes is made and whether or not the New Note is delivered to the paying agent); and
- all other rights of the holder will terminate (other than the right to receive the repurchase price upon delivery or transfer of the New Notes).

We will under the indenture:

- comply with the provisions of Rule 13e-4 and Rule 14e-1, if applicable, under the Exchange Act;
- file a Schedule TO or any successor or similar schedule, if required, under the Exchange Act; and
- otherwise comply with all applicable federal and state securities laws in connection with any offer by us to repurchase the New Notes upon a fundamental change.

Adjustment to Conversion Rate Upon a Make-whole Fundamental Change

If and only to the extent that you convert your New Notes in connection with a make-whole fundamental change (as defined below), we will increase the conversion rate for the New Notes surrendered for conversion by a number of additional shares (the "additional shares") as described below.

A "make-whole fundamental change" means any transaction or event described in clause (2), (3) or (4) of the definition of a fundamental change (including, for this purpose, any transaction or event described in clause (3) thereof as if such clause did not include the second bullet point thereto), other than any such transaction or event pursuant to which at least 90% of the consideration paid for our common stock (excluding cash payments for fractional shares and cash payments made pursuant to dissenters' appraisal rights) consists of shares of capital stock traded on The NASDAQ Global Select Market, The NASDAQ Global Market, the New York Stock Exchange or another U.S. national securities exchange or quoted on an established automated over-the-counter trading market in the United States (or that will be so traded or quoted immediately following the transaction) and as a result of such transaction or transactions such capital stock and any other consideration received in connection with such transaction or transactions become the reference property for the New Notes as provided herein.

The number of additional shares will be determined by reference to the table below, based on the effective date of the make-whole fundamental change and the price (the "stock price") paid per share for our common stock in such make-whole fundamental change transaction. If holders of our common stock receive only cash in such make-whole fundamental change transaction, the stock price will be the cash amount paid per share. Otherwise, the stock price will be the average of the last closing sale prices of our common stock on each of the five consecutive trading days prior to but not including the effective date of such make-whole fundamental change.

A conversion of New Notes by a holder will be deemed for these purposes to be "in connection with" a make-whole fundamental change if the conversion notice is received by the conversion agent on or after the effective date of the make-whole fundamental change and prior to the 45th day following the effective date of the make-whole fundamental change (or, if earlier and to the extent applicable, the close of business on the second business day immediately preceding the fundamental change repurchase date (as specified in the fundamental change repurchase right notice described under "—Repurchase at Option of the Holder upon a Fundamental Change")).

The stock prices set forth in the first row of the following table (i.e., the column headers) will be adjusted as of any date on which the conversion rate of the New Notes is adjusted, as described above under "—Anti-dilution

Adjustments." The adjusted stock prices will equal the stock prices applicable immediately prior to such adjustment, multiplied by an adjustment factor equal to a fraction, the numerator of which is the conversion rate immediately prior to the adjustment giving rise to the stock price adjustment and the denominator of which is the conversion rate as so adjusted. The number of additional shares will be adjusted in the same manner and for the same events as the conversion rate as set forth under "—Anti-dilution Adjustments" above.

The following table sets forth the number of additional shares by which the conversion rate per $1,000 principal amount of New Notes will be increased as a result of a make-whole fundamental change occurring in the corresponding period:

	Stock Price													
Effective Date	**$15.22**	**$20.00**	**$25.00**	**$30.00**	**$35.00**	**$40.00**	**$45.00**	**$50.00**	**$55.00**	**$60.00**	**$65.00**	**$75.00**	**$85.00**	**$100.00**
October 15, 2016	16.11	6.30	3.14	2.02	1.52	1.23	1.03	0.87	0.75	0.64	0.56	0.42	0.31	0.19
October 15, 2017	16.11	4.50	1.64	0.99	0.77	0.63	0.53	0.46	0.39	0.34	0.29	0.22	0.17	0.10
October 15, 2018	16.11	0.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

The stock prices and additional share amounts set forth above are based upon a consolidated closing bid price of $15.22 on October 12, 2010 and an initial conversion rate of 49.5872 shares of our common stock per $1,000 in principal amount of New Notes, which is equal to an initial conversion price of approximately $20.17 per share.

The exact stock prices and effective dates may not be set forth in the table in which case, if the stock price is:

- between two stock price amounts on the table or the effective date is between two effective dates on the table, the number of additional shares will be determined by straight-line interpolation between the number of additional shares set forth for the higher and lower stock price amounts and the two effective dates, as applicable, based on a 365-day year;
- more than $100.00 per share (subject to adjustment), no adjustment will be made to the conversion rate as a result of the make-whole fundamental change; or
- less than $15.22 per share (subject to adjustment), no adjustment will be made to the conversion rate as a result of the make-whole fundamental change.

Notwithstanding the foregoing, in no event will the conversion rate exceed 65.6972 shares of our common stock per $1,000 principal amount of the New Notes, after giving effect to the increase in the conversion rate described above, subject to anti-dilution adjustments described under "—Anti-dilution Adjustments."

Consolidation, Merger and Sale of Assets

We may not, directly or indirectly, consolidate with or merge into any person in a transaction in which we are not the surviving corporation or convey, transfer or lease our properties and assets substantially as an entirety to any successor person, unless:

(1) the successor person, if any, is:

(a) a corporation organized and existing under the laws of the United States, any state of the United States, or the District of Columbia, and

(b) such person assumes our obligations on the New Notes and under the indenture pursuant to agreements reasonably satisfactory in form and substance to the trustee, and

(2) immediately after giving effect to the transaction, no default or event of default will have occurred and be continuing.

Events of Default

Each of the following is an "event of default" under the indenture:

(1) a default in the payment of any installment of interest upon any of the New Notes as and when the same shall become due and payable, and continuance of such default for a period of 30 days;

(2) a default in the payment of all or any part of the principal of any of the New Notes as and when the same shall become due and payable at maturity;

(3) a default on the part of us in the performance, or breach by us, of any other covenant or agreement on our part as set forth in the New Notes or in the indenture (other than a covenant or agreement in respect of which a default or breach by us that is specifically dealt with in the other enumerated events of default), and continuance of such default or breach without cure or waiver for a period of 90 days after there has been given, by registered or certified mail, to us by the trustee, or to us and the trustee by the holders of at least 25% in principal amount of the New Notes at the time outstanding, a written notice specifying such failure and requiring the same to be remedied;

(4) we fail to pay the repurchase price of any New Note when due (including, without limitation, on any repurchase date);

(5) we fail to deliver and pay, as the case may be, any shares of our common stock and/or cash, as the case may be, due upon conversion within the time period required by the indenture;

(6) we fail to timely provide a fundamental change repurchase right notice, if required by the indenture, if such failure continues for 30 days after we receive notice of our failure to do so;

(7) any indebtedness for money borrowed by us or one of our subsidiaries (all or substantially all of the outstanding voting securities of which are owned, directly or indirectly, by us) in an aggregate outstanding principal amount in excess of $25 million is not paid at final maturity or upon acceleration and such indebtedness is not discharged, or such acceleration is not cured or rescinded, within 10 days after written notice;

(8) we fail or any of our subsidiaries (all or substantially all of the outstanding voting securities of which are owned, directly or indirectly, by us) fail to pay final and non-appealable judgments entered by a court or courts of competent jurisdiction, the aggregate uninsured or unbonded portion of which is at least $25 million, if the judgments are not paid, discharged or stayed within 60 days; and

(9) certain events in bankruptcy, insolvency or reorganization of us or any of our subsidiaries.

Notwithstanding the foregoing, the indenture will provide that, to the extent we so elect, the sole remedy for an event of default relating to the failure to comply with our reporting obligations to the trustee and the SEC, as described under "—Reports" below, or the failure to comply with the requirements of Section 314(a)(1) of the Trust Indenture Act (each, a "reporting default") will for the first 90 days after the occurrence of such reporting default consist exclusively of the right to receive additional interest on the New Notes at an annual rate equal to 0.25% of the principal amount of the New Notes. In order to elect to pay the additional interest as the sole remedy during the first 90 days after the occurrence of a reporting default in accordance with this paragraph, we must notify all holders of New Notes and the trustee and paying agent of such election in writing.

The additional interest will accrue on all outstanding New Notes from and including the date on which a reporting default occurs to but not including the 90th day thereafter (or such earlier date on which the reporting default shall have been cured or waived). On such 90th day (or earlier, if the reporting default is cured or waived prior to such 90th day), the additional interest will cease to accrue and, if the reporting default has not been cured or waived prior to such 90th day, the New Notes will be subject to acceleration as provided below. The provisions of the indenture described in this paragraph will not affect the rights of holders of New Notes in the event of the occurrence of any other event of default. In the event that we do not elect to pay the additional interest upon a reporting default, the New Notes will be subject to acceleration as provided below.

If an event of default, other than an event of default described in clause (9) above with respect to us, occurs and is continuing, either the trustee or the holders of at least 25% in aggregate principal amount of the outstanding New Notes may declare the principal amount of the New Notes to be due and payable immediately. However, after such acceleration, provided that such rescission would not conflict with any judgment or decree of a court of competent jurisdiction, the holders of a majority in aggregate principal amount of outstanding New Notes may, under certain circumstances, rescind and annul the acceleration if all events of default, other than the non-payment of principal or interest of New Notes or non-payment of conversion obligation that have become due solely by such declaration of acceleration, have been cured or waived as provided in the indenture. If an event of default arising from events of bankruptcy, insolvency or reorganization with respect to us occurs, then the principal of, and accrued interest on, all the New Notes will automatically become immediately due and payable without any declaration or other act on the part of the holders of the New Notes or the trustee. For information as to waiver of defaults, see "—Modification and Waiver" below.

In the event of a declaration of acceleration of the New Notes because an event of default described in clause (7) has occurred and is continuing, the declaration of acceleration of the New Notes shall be automatically annulled if such event of default triggering such declaration of acceleration pursuant to clause (7) shall have been remedied or cured by us or any of our subsidiaries or waived in writing by holders of the relevant indebtedness within 60 days of the declaration of acceleration with respect thereto and if (a) the annulment of the acceleration of the New Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (b) all existing events of default, except non-payment of principal or interest on the New Notes that became due and payable solely because of the acceleration of the New Notes, have been cured or waived and written evidence of such waiver shall have been given to the trustee.

If any portion of the amount payable on the New Notes upon acceleration is considered by a court to be unearned interest (through the allocation of the value of the instrument to the embedded warrant or otherwise), the court could disallow recovery of any such portion.

Subject to the trustee's duties in the case of an event of default, the trustee will not be obligated to exercise any of its rights or powers at the request of the holders, unless the holders have offered to the trustee indemnity reasonably satisfactory to it. Subject to the indenture, applicable law and the trustee's indemnification, the holders of a majority in aggregate principal amount of the outstanding New Notes will 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 New Notes.

No holder will have any right to institute any proceeding under the indenture, or for the appointment of a receiver or a trustee, or for any other remedy under the indenture unless:

- the holder has previously given the trustee written notice of a continuing event of default;
- the holders of at least 25% in aggregate principal amount of the New Notes then outstanding have made a written request and have offered indemnity reasonably satisfactory to the trustee to institute such proceeding as trustee; and
- the trustee has failed to institute such proceeding within 60 days after such notice, request and offer, and has not received from the holders of a majority in aggregate principal amount of the New Notes then outstanding a direction inconsistent with such request within 60 days after such notice, request and offer.

However, the above limitations do not apply to a suit instituted by a holder for the enforcement of payment of the principal of or interest on any New Note on or after the applicable due date or the right to convert the New Note in accordance with the indenture.

Generally, the holders of a majority of the aggregate principal amount of outstanding New Notes may waive any default or event of default unless:

- we fail to pay principal or interest on any New Note when due;

- we fail to convert any New Note in accordance with the provisions of the New Note and the indenture; or
- we fail to comply with any of the provisions of the indenture that would require the consent of the holder of each outstanding New Note affected.

We are required to furnish to the trustee, on an annual basis, an officers' certificate as to whether or not the Company, to such officers' knowledge, is in default in the performance or observance of any of the terms, provisions and conditions of the indenture, specifying any known defaults.

Modification and Waiver

We and the trustee may amend or supplement the indenture or the New Notes with the consent of the holders of a majority in aggregate principal amount of the outstanding New Notes in accordance with the terms of the indenture. In addition, the holders of a majority in aggregate principal amount of the outstanding New Notes may waive our compliance in any instance with any provision of the indenture without notice to the New Note holders. However, no amendment, supplement or waiver may be made without the consent of the holder of each outstanding New Note if such amendment, supplement or waiver would:

- change the stated maturity or reduce the principal amount of or interest on any New Note payable at maturity or repurchase;
- change the place or currency of payment of principal of or interest on any New Note;
- impair the right to institute suit for the enforcement of any payment on any New Note;
- modify the provisions with respect to a holder's rights to require us to repurchase New Notes upon a fundamental change in a manner adverse to holders, including our obligations to repurchase the New Notes following a fundamental change;
- adversely affect the right of holders under the conversion provisions of the New Notes;
- reduce the percentage in principal amount of outstanding New Notes necessary for waiver of compliance with the provisions of the indenture;
- modify provisions with respect to modification and waiver (including waiver of events of default), except to increase the percentage in principal amount required for modification or waiver or to provide for consent of each affected holder of New Notes;
- waive a default or event of default in the payment of principal or interest on the New Notes, except as provided in the indenture; or
- modify the ranking or priority of any New Note in any manner adverse to the holders of the New Notes.

We and the trustee may amend or supplement the indenture or the New Notes without notice to, or the consent of, the New Note holders to, among other things, cure any ambiguity, defect or inconsistency or make any other change that does not adversely affect the rights of any New Note holder in any material respect.

Satisfaction and Discharge

We may satisfy and discharge our obligations under the indenture by delivering to the trustee for cancellation all outstanding New Notes or by depositing with the trustee, the paying agent or the conversion agent, if applicable, after the New Notes have become due and payable, whether at stated maturity, on any fundamental change repurchase date, upon conversion or otherwise, cash or cash and/or shares of common stock, solely to satisfy outstanding conversions (as applicable under the terms of the indenture), sufficient to pay all of the outstanding New Notes and paying all other sums payable under the indenture by us.

Transfer and Exchange

We have initially appointed the trustee as the security registrar, paying agent and conversion agent, acting through its corporate trust office. We reserve the right to:

- vary or terminate the appointment of the security registrar, paying agent or conversion agent;
- act as the paying agent;
- appoint additional paying agents or conversion agents; or
- approve any change in the office through which any security registrar or any paying agent or conversion agent acts.

Purchase and Cancellation

All New Notes surrendered for payment, registration of transfer or exchange or conversion will, if surrendered to any person other than the trustee, be delivered to the trustee. All New Notes delivered to the trustee will be cancelled promptly by the trustee. No New Notes will be authenticated in exchange for any New Notes cancelled as provided in the indenture.

We may, to the extent permitted by law, at any time, and from time to time, repurchase New Notes in the open market or otherwise at any price or prices. Any New Notes repurchased by us may, to the extent permitted by law, be reissued or resold or may, at our option, be surrendered to the trustee for cancellation. Any New Notes surrendered for cancellation may not be reissued or resold and will be promptly cancelled. Any New Notes held by us or one of our subsidiaries will be disregarded for voting purposes in connection with any notice, waiver, consent or direction requiring the vote or concurrence of holders of the New Notes.

Reports

So long as any New Notes are outstanding, we will (a) file with the SEC within the time periods prescribed by its rules and regulations and (b) furnish to the trustee and the holders of the New Notes within 15 days after the date on which we would be required to file the same with the SEC pursuant to its rules and regulations (giving effect to any grace period provided by Rule 12b-25 under the Exchange Act), all quarterly and annual financial information required to be contained in Forms 10-Q and 10-K and, with respect to the annual consolidated financial statements only, a report thereon by our independent auditors. We shall not be required to file any report or other information with the SEC if the SEC does not permit such filing, although such reports will be required to be furnished to the trustee. Documents filed by us with the SEC via the EDGAR system will be deemed furnished to the trustee and the holders of the New Notes as of the time such documents are filed via EDGAR.

Replacement of New Notes

We will replace mutilated, destroyed, stolen or lost New Notes at your expense upon delivery to the trustee of the mutilated New Notes, or evidence of the loss, theft or destruction of the New Notes satisfactory to us and the trustee. In the case of a lost, stolen or destroyed New Note, indemnity satisfactory to the trustee and us may be required at the expense of the holder of such New Note before a replacement New Note will be issued.

Calculations in Respect of the New Notes

We will be responsible for making many of the calculations called for under the New Notes. These calculations include, but are not limited to, determination of the closing sale price of our common stock in the absence of reported or quoted prices, the daily VWAPs, the daily conversion values, the daily settlement amounts and adjustments to the conversion rate. We will make all these calculations in good faith and, absent manifest

error, our calculations will be final and binding on the holders of New Notes. We will provide a schedule of our calculations to the trustee, and the trustee is entitled to rely conclusively on the accuracy of our calculations without independent verification.

The trustee and any conversion agent shall not at any time be under any duty or responsibility to any holder of New Notes to determine whether any facts exist which may require any adjustment of the conversion rate, or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed, in the indenture or in any supplemental indenture provided to be employed, in making the same, or whether a supplemental indenture need be entered into. Neither the trustee nor any conversion agent shall be accountable with respect to the validity or value (or the kind or amount) of any common stock, or of any other securities or property or cash, which may at any time be issued or delivered upon the conversion of any New Note; and it or they do not make any representation with respect thereto. Neither the trustee nor any conversion agent shall be responsible for any failure of the Company to make or calculate any cash payment or to issue, transfer or deliver any shares of common stock or share certificates or other securities or property or cash upon the surrender of any New Note for the purpose of conversion; and the trustee and any conversion agent shall not be responsible for any failure of the Company to comply with any of the covenants of the Company contained in the indenture related to the conversion of the New Notes.

No Personal Liability of Directors, Officers, Employees or Stockholders

No director, officer, employee, incorporator or stockholder of the Company, as such, will have any liability for any obligations of the Company under the New Notes or the indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of New Notes by accepting a New Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the New Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Governing Law

The indenture and the New Notes will be governed by, and construed in accordance with, the laws of the State of New York.

Concerning the Trustee

The Bank of New York Mellon Trust Company, N.A. has agreed to serve as the trustee, paying agent and conversion agent under the indenture. The trustee will be permitted to deal with us and any of our affiliates with the same rights as if it were not trustee. However, under the Trust Indenture Act, if the trustee acquires any conflicting interest and there exists a default with respect to the New Notes, the trustee must eliminate such conflict or resign.

The holders of a majority in principal amount of all outstanding New Notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy or power available to the trustee. However, any such direction may not conflict with any law or the indenture, may not be unduly prejudicial to the rights of another holder or the trustee and may not involve the trustee in personal liability.

Book-Entry, Delivery and Form

We will initially issue the New Notes in the form of one or more global securities. The global security will be deposited with the trustee as custodian for DTC and registered in the name of a nominee of DTC. Except as set forth below, the global security may be transferred, in whole and not in part, only to DTC or another nominee of DTC. You will hold your beneficial interests in the global security directly through DTC if you have an account with DTC or indirectly through organizations that have accounts with DTC. New Notes in definitive certificated form, called “certificated securities,” will be issued only in certain limited circumstances described below.

DTC has advised us that it is:

- a limited purpose trust company organized under the laws of the State of New York;
- a member of the Federal Reserve System;
- a "clearing corporation" within the meaning of the New York Uniform Commercial Code; and
- a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act.

DTC was created to hold securities of institutions that have accounts with DTC, called "participants" and to facilitate the clearance and settlement of securities transactions among its participants in such securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. DTC's participants include securities brokers and dealers, which may include banks, trust companies, clearing corporations and certain other organizations. Access to DTC's book-entry system is also available to others such as banks, brokers, dealers and trust companies, called "indirect participants," that clear through or maintain a custodial relationship with a participant, whether directly or indirectly.

We expect that pursuant to procedures established by DTC upon the deposit of the global security with DTC, DTC will credit, on its book-entry registration and transfer system, the principal amount of New Notes represented by such global security to the accounts of participants. Ownership of beneficial interests in the global security will be limited to participants or persons that may hold interests through participants. Ownership of beneficial interests in the global security will be shown on, and the transfer of those beneficial interests will be effected only through, records maintained by DTC (with respect to participants' interests), the participants and the indirect participants. The laws of some jurisdictions may require that certain purchasers of securities take physical delivery of such securities in definitive form. These limits and laws may impair the ability to transfer or pledge beneficial interests in the global security.

Owners of beneficial interests in global securities who desire to convert their interests into cash and/or common stock, as the case may be, should contact their brokers or other participants or indirect participants through whom they hold such beneficial interests to obtain information on procedures, including proper forms and cutoff times, for submitting requests for conversion.

So long as DTC, or its nominee, is the registered owner or holder of a global security, DTC or its nominee, as the case may be, will be considered the sole owner or holder of the New Notes represented by the global security for all purposes under the indenture and the New Notes. In addition, no owner of a beneficial interest in a global security will be able to transfer that interest except in accordance with the applicable procedures of DTC. Except as set forth below, as an owner of a beneficial interest in the global security, you will not be entitled to have the New Notes represented by the global security registered in your name, will not receive or be entitled to receive physical delivery of certificated securities and will not be considered to be the owner or holder of any New Notes under the global security. We understand that under existing industry practice, if an owner of a beneficial interest in the global security desires to take any action that DTC, as the holder of the global security, is entitled to take, DTC would authorize the participants to take such action. Additionally, in such case, the participants would authorize beneficial owners owning through such participants to take such action or would otherwise act upon the instructions of beneficial owners owning through them.

We will make payments of principal of and interest on the New Notes represented by the global security registered in the name of and held by DTC or its nominee to DTC or its nominee, as the case may be, as the registered owner and holder of the global security. Neither we, the trustee nor any paying agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial interests in the global security or for maintaining, supervising or reviewing any records relating to such beneficial interests.

We expect that DTC or its nominee, upon receipt of any payment of principal of or interest on the global security, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the global security as shown on the records of DTC or its nominee. We also expect that payments by participants or indirect participants to owners of beneficial interests in the global security held through such participants or indirect participants will be governed by standing instructions and customary practices and will be the responsibility of such participants or indirect participants. We will not have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial interests in the global security for any New Note or for maintaining, supervising or reviewing any records relating to such beneficial interests or for any other aspect of the relationship between DTC and its participants or indirect participants or the relationship between such participants or indirect participants and the owners of beneficial interests in the global security owning through such participants.

Transfers between participants in DTC will be effected in the ordinary way in accordance with DTC rules and will be settled in same-day funds.

DTC has advised us that it will take any action permitted to be taken by a holder of New Notes only at the direction of one or more participants to whose account the DTC interests in the global security is credited and only in respect of such portion of the aggregate principal amount of New Notes as to which such participant or participants has or have given such direction. However, if DTC notifies us that it is unwilling to be a depositary for the global security or ceases to be a clearing agency or there is an event of default under the New Notes and certificated securities are requested by the holders, DTC will exchange the global security for certificated securities which it will distribute to its participants. Although DTC is expected to follow the foregoing procedures in order to facilitate transfers of interests in the global security among participants of DTC, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither we nor the trustee will have any responsibility, or liability for the performance by DTC or the participants or indirect participants of their respective obligations under the rules and procedures governing their respective operations.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

General

The following is a general discussion of material U.S. federal income tax considerations relevant to the exchange offer and of owning and disposing of the New Notes and common stock into which the New Notes are convertible, but does not purport to be a complete analysis of all the potential tax considerations relating thereto. This discussion is based upon the Internal Revenue Code of 1986, as amended (the "Code"), the Treasury Regulations promulgated thereunder (the "Treasury Regulations"), Internal Revenue Service ("IRS") rulings and judicial decisions now in effect, all of which are subject to change (possibly with retroactive effect) or different interpretations. The discussion below applies to you only if you own Old Notes and acquire New Notes pursuant to the exchange offer. This discussion does not purport to deal with all aspects of United States federal income taxation that may be relevant to a particular holder in light of the holder's circumstances or to holders subject to special rules, such as:

- banks, thrifts, regulated investment companies, insurance companies, or other financial institutions;
- persons subject to the alternative minimum tax;
- persons who do not hold their Old Notes or New Notes as capital assets;
- tax-exempt organizations;
- dealers in securities or currencies;
- traders in securities that elect to use a mark-to-market method of accounting for their securities holdings;
- certain former citizens or long-term residents of the United States;
- U.S. Holders (as defined below) whose functional currency is not the U.S. dollar;
- persons who hold the Old Notes or New Notes as a position in a hedging transaction, "straddle," "conversion transaction" or other risk reduction strategy; or
- persons deemed to sell the New Notes or common stock into which the New Notes are convertible under the constructive sale provisions of the Code.

The discussion does not address any aspect of state, local or foreign law, or the U.S. federal estate, gift or alternative minimum tax consequences of: (a) the exchange offer, (b) the ownership or disposition of New Notes, or (c) owning or disposing of the common stock received upon a conversion of the New Notes.

No statutory, administrative or judicial authority directly addresses the treatment of the exchange offer or of the ownership or disposition of the New Notes for U.S. federal income tax purposes. No rulings have been sought or are expected to be sought from the IRS with respect to any of the U.S. federal income tax consequences discussed below, and no assurance can be given that the IRS will not take contrary positions. As a result, no assurance can be given that the IRS will agree with the tax characterizations and the tax consequences described below.

WE URGE YOU TO CONSULT YOUR OWN TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES TO YOU OF THE EXCHANGE OFFER AND THE OWNERSHIP AND DISPOSITION OF THE NEW NOTES AND THE COMMON STOCK IN LIGHT OF YOUR OWN PARTICULAR CIRCUMSTANCES, INCLUDING THE TAX CONSEQUENCES UNDER STATE, LOCAL, FOREIGN AND OTHER TAX LAWS AND THE POSSIBLE EFFECTS OF CHANGES IN UNITED STATES FEDERAL OR OTHER TAX LAWS.

For purposes of the following discussion, a "U.S. Holder" means a beneficial owner of the Old Notes or New Notes that for United States federal income tax purposes is (a) an individual citizen or resident (as defined

in Section 7701(b) of the Code) of the United States, (b) a corporation or any other entity treated as a corporation for United States federal income tax purposes created or organized under the United States or under the laws of the United States or any political subdivision thereof or the District of Columbia, (c) an estate the income of which is subject to United States federal income taxation regardless of its source or (d) in general, a trust that (i) is subject to the primary supervision of a court within the United States and the control of one or more United States persons as described in Section 7701(a)(30) of the Code or (ii) has a valid election in effect under applicable Treasury Regulations to be treated as a United States person. A "Non-U.S. Holder" is any beneficial owner of the Old Notes or New Notes (other than a partnership or any other entity or arrangement treated as a partnership for United States tax purposes) that is not a U.S. Holder.

If a partnership (including for this purpose any entity or arrangement treated as a partnership for United States tax purposes) is a beneficial owner of the Old Notes, New Notes or common stock into which such notes may be converted, the United States tax treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. A holder of the Old Notes, New Notes or common stock into which such notes may be converted that is a partnership and partners in such partnership should consult their individual tax advisors about the United States federal income tax consequences of the exchange offer and of holding and disposing of New Notes and the common stock into which New Notes may be converted.

Exchange of Old Notes for New Notes

U.S. Holders

Characterization of the exchange. Under current Treasury Regulations, the exchange of Old Notes for New Notes will be treated as a taxable exchange for U.S. federal income tax purposes (which we will refer to as a "Tax Exchange") only if, taking into account the differences between the terms of the Old Notes and the New Notes and the payment of the exchange fee, there is deemed to be a "significant" modification of the Old Notes.

In general, the Treasury Regulations provide that a modification of a debt instrument is a significant modification only if, based on all of the facts and circumstances, the legal rights or obligations that are altered and the degree to which they are altered are "economically significant." The Treasury Regulations further provide that a change in yield of a debt instrument is a significant modification if the yield on the modified obligation varies from the annual yield on the unmodified instrument (determined on the date of the modification) by more than the greater of (a) 1/4 of one percent; or (b) 5 percent of the annual yield of the unmodified instrument. Generally, for purposes of determining the yield of the modified debt instrument, payments (such as the exchange fee) paid to the beneficial owners as consideration for the modification are taken into account as a reduction of issue price. Based on the tests set forth in the Treasury Regulations, the payment of the exchange fee would not affect the yield on the Old Notes to the extent necessary to cause a significant modification of the Old Notes. The Treasury Regulations also provide that the deferral of one or more payments on a debt instrument during a safe harbor period beginning on the original due date of the first scheduled payment that is deferred and extending for the lesser of five years of 50 percent of the original term of the debt instrument is not a significant modification. Under this provision, the potential deferral of payment as contemplated by the settlement provisions of the indenture of a portion of the amounts due to a U.S. Holder in the event of a cash settlement or combination settlement conversion exercised during the 30-day period preceding the maturity date would not result in a significant modification. Although there is no authority interpreting the Treasury Regulations that is directly on point, we believe and intend to take the position that the other legal rights or obligations that are altered and the degree to which they are altered as a result of the exchange of Old Notes for New Notes are not "economically significant," and therefore will not result in a significant modification of the Old Notes. That position, however, is not certain and could be challenged by the IRS.

Treatment if no Tax Exchange. If, consistent with our position, the exchange of Old Notes for New Notes does not constitute a significant modification of the Old Notes, the exchange will not be treated as a Tax Exchange and the New Notes will be treated as a continuation of the Old Notes. In that case, except for the receipt of the exchange fee (see discussion below), there will be no U.S. federal income tax consequences to a

U.S. Holder who exchanges Old Notes for New Notes pursuant to the exchange offer and any such holder will have the same adjusted tax basis and holding period in the New Notes immediately after the exchange as it had in the Old Notes immediately before the exchange.

Treatment if Tax Exchange. There can be no assurance that the IRS will agree that the exchange does not constitute a significant modification of the terms of the Old Notes. If, contrary to our position, the exchange of the Old Notes for New Notes constitutes a significant modification of the Old Notes, the exchange will be treated as a Tax Exchange. Although not free from doubt, if the exchange were to constitute a Tax Exchange, we intend to take the position that a Tax Exchange would constitute a recapitalization for U.S. federal income tax purposes. If such a Tax Exchange were instead a recognition event, a U.S. Holder could be required to recognize, in addition to the exchange fee, gain (or possibly loss) in an amount equal to the excess of the fair market value of the New Notes received in the exchange over its adjusted tax basis in the Old Notes.

Whether such an exchange qualifies as a recapitalization depends on, among other things, whether the Old Notes and the New Notes constitute "securities" for U.S. federal income tax purposes. The rules for determining whether debt instruments such as the Old Notes and the New Notes are securities are complex and unclear. The term "security" is not defined in the Code or Treasury Regulations and has not been clearly defined by judicial decisions. The determination of whether a debt instrument is a security requires an overall evaluation of the nature of the debt instrument, with the term of the instrument usually regarded as one of the most significant factors. A debt instrument with a term of more than ten years generally is treated as a security while a debt instrument with a term of five years or less generally is not treated as a security. If both the Old Notes and the New Notes constitute securities for U.S. federal income tax purposes, the exchange should qualify as a recapitalization for U.S. federal income tax purposes.

Exchange fee. We intend to treat payment of the exchange fee as consideration to U.S. Holders for participating in the exchange offer. In that case, such payment would result in ordinary income to holders participating in the exchange offer and we will report such payments to holders and the IRS for information purposes in accordance with such treatment.

Non-U.S. Holders

If, consistent with our position, the exchange of Old Notes for New Notes is not treated as a significant modification for U.S. federal income tax purposes, then, as discussed above, the New Notes will be treated as continuation of the Old Notes. As a result, except to the extent of the receipt of the exchange fee, there will be no U.S. federal income tax consequences to a Non-U.S. Holder who participates in the exchange. If, contrary to our position, the exchange of the Old Notes for New Notes constitutes a significant modification for U.S. federal income tax purposes, any gain realized by a Non-U.S. Holder will be exempt from U.S. federal income or withholding tax to the same extent as gain from sale or exchange of the Old Notes. The receipt of the exchange fee by Non-U.S. Holders participating in the exchange offer may be subject to U.S. federal withholding tax.

Tax Consequences for Holders Not Participating in the Exchange Offer

A beneficial owner that does not participate in the exchange offer will have no United States federal income tax consequences as a result of the exchange offer.

Tax Treatment of the New Notes and Common Stock

The following summary of the federal income tax treatment of holding and disposing of the New Notes and common stock into which New Notes are convertible assumes that, consistent with our position, the exchange of Old Notes for New Notes is not treated as a significant modification for U.S. federal income tax purposes. If, contrary to our position, the IRS were to treat the exchange of Old Notes for New Notes as a Tax Exchange that is not a recapitalization, the federal income tax consequences to investors could be materially different from those described below, possibly including the accrual of interest income in advance of cash payments on the New Notes.

U.S. Holders

Payment of interest. Payments of stated interest on the New Notes generally will be taxable to a U.S. Holder as ordinary income at the time that such payments are received or accrued, in accordance with such U.S. Holder's regular method of accounting for U.S. federal income tax purposes.

Sale, exchange, redemption, or other taxable disposition of New Notes, including a conversion of the New Notes for cash. Except as provided below under "—Conversion of notes into common stock" and "—Conversion of notes into a combination of cash and common stock," a U.S. Holder will generally recognize gain or loss upon the sale, exchange, redemption or other taxable disposition of a New Note, including a conversion of the New Notes for cash, equal to the difference between the amount realized upon the sale, exchange, redemption or other taxable disposition (less an amount equal to any accrued but unpaid interest, which will be taxable as ordinary interest income as discussed above to the extent not previously included in income by the U.S. Holder) and the U.S. Holder's adjusted U.S. federal income tax basis in the New Note. The amount realized will include the amount of any cash and the fair market value of any other property received for the New Note. Any such gain or loss will generally be capital gain or loss. Capital gains of non-corporate U.S. Holders (including individuals) derived in respect of capital assets held for more than one year are generally eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations under the Code.

Conversion of New Notes into common stock. A U.S. Holder who receives solely stock and cash in lieu of a fractional share of common stock upon conversion will generally not recognize any gain or loss, except to the extent of cash received in lieu of a fractional share of common stock and except to the extent of the fair market value of common stock received with respect to accrued interest, which will be taxable as interest income as discussed above to the extent not previously included in income by the U.S. Holder.

A U.S. Holder's tax basis in the shares of common stock received upon a conversion of a New Note (other than common stock received with respect to accrued interest, the tax basis of which will equal its fair market value) will equal the tax basis of the New Note that was converted (excluding the portion of the tax basis that is allocable to a fractional share). A U.S. Holder's holding period for shares of common stock will include the period during which the U.S. Holder held the New Notes, except that the holding period of any common stock received with respect to accrued interest will commence on the day after the date of receipt.

The amount of gain or loss recognized on the receipt of cash in lieu of a fractional share will be equal to the difference between the amount of cash a U.S. Holder receives in respect of the fractional share and the portion of the U.S. Holder's tax basis in the New Note that is allocable to the fractional share. Any gain recognized on conversion generally will be capital gain and will be long-term capital gain if, at the time of the conversion, the New Note has been held for more than one year. Long-term capital gains of non-corporate U.S. Holders (including individuals) are generally eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

Conversion of New Notes into a combination of cash and common stock. If a combination of cash and common stock is received in exchange for a U.S. Holder's New Notes upon conversion, the U.S. federal income tax treatment of a U.S. Holder is uncertain. U.S. Holders should consult their own tax advisors regarding the consequences of such a conversion. It is possible that the conversion may be treated as a recapitalization or as a taxable exchange in part as discussed below.

We have taken the position that the New Notes are securities for U.S. federal income tax purposes and, as a result, we intend to treat such conversion as a recapitalization on any applicable tax returns. In this case, gain, but not loss, will be recognized in an amount equal to the excess of the fair market value of the common stock and cash received (other than amounts attributable to accrued interest, which will be taxable as interest income, as discussed above, to the extent not previously included in income by the U.S. Holder) over the U.S. Holder's adjusted tax basis in the New Note, but such gain will only be recognized to the extent of such cash received (excluding cash attributable to accrued interest or received in lieu of a fractional share).

The amount of gain or loss recognized on the receipt of cash in lieu of a fractional share will be equal to the difference between the amount of cash a U.S. Holder receives in respect of the fractional share and the portion of the U.S. Holder's adjusted tax basis in the New Note that is allocable to the fractional share. Any gain recognized on conversion generally will be capital gain and will be long-term capital gain if, at the time of the conversion, the New Note has been held for more than one year. Long-term capital gains of non-corporate U.S. Holders (including individuals) are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

The tax basis in the shares of common stock received upon a conversion (other than common stock attributable to accrued interest, the tax basis of which will equal its fair market value) will equal the tax basis of the New Note that was converted (excluding the portion of the tax basis that is allocable to any fractional share), reduced by the amount of any cash received (other than cash received in lieu of a fractional share and cash attributable to accrued interest), and increased by the amount of gain, if any, recognized (other than with respect to a fractional share). A U.S. Holder's holding period for shares of common stock will include the period during which the U.S. Holder held the New Notes, except that the holding period of any common stock received with respect to accrued interest will commence on the day after the date of receipt.

If the IRS challenges our treatment of the conversion of the New Notes into cash and common stock as a recapitalization, the cash payment received by a U.S. Holder could generally be treated as proceeds from the sale of a portion of the New Notes and taxed in the manner described under "—Sale, exchange, redemption or other taxable disposition of the New Notes, including a conversion of the New Notes for cash" above (or, in the case of cash received in lieu of a fractional share, taxed as a disposition of a fractional share). In this case, the common stock received by the U.S. Holder should be treated for U.S. federal income tax purposes as having been received upon a conversion of the New Notes, which generally would not be taxable to the U.S. Holder, and the holding period for such stock would include the period during which the U.S. Holder held the New Notes. Nonrecognition treatment, however, would not apply to any cash or common stock received in respect of amounts attributable to accrued but unpaid interest, which will be taxable as ordinary interest income to the extent not previously included in income. For purposes of determining the U.S. Holder's taxable gain in respect of the cash received, the adjusted tax basis in the New Notes would generally be allocated pro rata among the common stock received (other than common stock received with respect to accrued but unpaid interest), and the fractional shares that are treated as sold for cash and the cash received, each in accordance with their fair market values.

Any gain or loss recognized under the foregoing rules (except to the extent attributable to accrued but unpaid interest) generally will be long-term capital gain or loss if a U.S. Holder's holding period in the New Notes is more than one year at the time of disposition. Long-term capital gains of individuals currently are subject to reduced rates of taxation. The deductibility of capital losses is subject to limitations.

Constructive distributions. The conversion rate of the New Notes will be adjusted in certain circumstances. Under Section 305(c) of the Code, adjustments (or failures to make adjustments) that have the effect of increasing a U.S. Holder's proportionate interest in our assets or earnings may in some circumstances result in a deemed distribution. Certain adjustments to the conversion rate made pursuant to a *bona fide* reasonable adjustment formula that have the effect of preventing the dilution of the interest of the beneficial owners of the New Notes, however, will generally not be considered to result in a deemed distribution. Certain of the possible conversion rate adjustments provided in the New Notes (including, without limitation, upon the payments of cash dividends to holders of common stock and possibly adjustments to the conversion rate upon a make-whole fundamental change) will not qualify as being pursuant to a *bona fide* reasonable adjustment formula. If such adjustments are made, a U.S. Holder may be deemed to have received a distribution even though it has not received any cash or property as a result of such adjustments. Any deemed distribution will be taxable as a dividend, return of capital, or capital gain in accordance with the description below under "—Common Stock—*Dividends*." In addition, a failure to adjust (or to adjust adequately) the conversion rate after an event that increases a U.S. Holder's proportionate interest could be treated as a deemed taxable dividend. It is not entirely

clear whether a constructive dividend deemed paid would be eligible for the preferential rates of U.S. federal income tax applicable to certain dividends paid to non-corporate beneficial owners. It is also not clear whether corporate beneficial owners would be entitled to claim the dividends received deduction with respect to any such constructive dividends.

On April 12, 2016, the IRS proposed Treasury Regulations addressing the amount and timing of deemed distributions and certain obligations of withholding agents and filing and notice obligations of issuers with respect to deemed distributions. If adopted as proposed, the regulations would generally provide that (i) the amount of a deemed distribution is the excess of the fair market value of the option element (after the conversion rate adjustment) of the New Note immediately after the conversion rate adjustment over the fair market value of the option element without the conversion rate adjustment, (ii) the deemed distribution occurs at the earlier of the date the conversion rate adjustment occurs under the terms of a New Note and the date of the actual distribution of cash or property that results in the deemed distribution and (iii) issuers are required to report the amount of any deemed distributions on their websites or to the IRS and all relevant holders of the relevant securities (including those that would otherwise be exempt from the reporting). The final regulations are proposed to be effective for deemed distributions occurring on or after the date of adoption, but taxpayers may rely on them prior to that date under certain circumstances. U.S. Holders are urged to consult their tax advisors regarding the potential effects of the proposed regulations on the New Notes, if finalized.

Dividends on common stock. Distributions, if any, made on our common stock generally will be included in a U.S. Holder's income as ordinary dividend income to the extent of our current or accumulated earnings and profits. However, for individual U.S. Holders, such dividends currently are generally taxed at the lower applicable long-term capital gains rates, provided certain holding period and other requirements are satisfied. Distributions in excess of our current and accumulated earnings and profits will be treated as a return of capital to the extent of a U.S. Holder's tax basis in the common stock and thereafter as capital gain from the sale or exchange of such common stock. For corporate U.S. Holders, dividends received may be eligible for a dividends-received deduction, subject to applicable limitations.

Sale, exchange or other taxable disposition of common stock. Upon the sale, exchange or other taxable disposition of our common stock (including certain redemptions), a U.S. Holder generally will recognize capital gain or loss equal to the difference between (a) the amount of cash and the fair market value of any property received upon such taxable disposition and (b) the U.S. Holder's tax basis in the common stock. Such capital gain or loss will be long-term capital gain or loss if a U.S. Holder's holding period in the common stock is more than one year at the time of the taxable disposition. Long-term capital gains of individuals currently are subject to reduced rates of taxation. The deductibility of capital losses is subject to certain limitations under the Code.

Information reporting and backup withholding. Information reporting requirements generally will apply to payments of interest on the New Notes and dividends on shares of our common stock and to the proceeds of a sale of a New Note or shares of our common stock unless a U.S. Holder is an exempt recipient, such as a corporation and, if required, the U.S. Holder certifies to that status. Backup withholding will apply to those payments if the U.S. Holder fails to provide its correct taxpayer identification number and certification of exempt status, or fails to report in full interest and dividend income. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against U.S. federal income tax liability, provided the required information is timely furnished to the IRS. U.S. Holders should consult their tax advisors regarding the application of backup withholding in their particular situation, the availability of an exemption from backup withholding and the procedure for obtaining such an exemption, if available.

Unearned income medicare contribution tax. Certain U.S. Holders who are individuals, estates or trusts will be required to pay an additional 3.8% tax on, among other things, interest, dividends and capital gains from the sale, exchange, redemption, retirement or other taxable disposition of New Notes and our common stock.

Non-U.S. Holders

Payments of interest. The gross amount of payments to a non-U.S. Holder of interest that does not qualify for the portfolio interest exemption and that is not effectively connected with the conduct by such non-U.S. Holder of a trade or business within the United States (and, if required by an applicable income tax treaty, is not attributable to a permanent establishment of such non-U.S. Holder in the United States) will be subject to U.S. withholding tax at the rate of 30%, unless a U.S. income tax treaty applies to reduce or eliminate such withholding tax. Subject to the discussion below concerning backup withholding and FATCA, United States federal withholding tax will not apply to any payment to a non-U.S. Holder of interest on a New Note under the ‘‘portfolio interest exemption’’ provided the non-U.S. Holder:

- does not actually (or constructively) own 10% or more of the total combined voting power of all our stock entitled to vote;
- is not a “controlled foreign corporation” with respect to which we are a “related person” within the meaning of the Code; and
- either (1) provides the non-U.S. Holder’s name and address on an IRS Form W-8BEN or W-8BEN-E (or other applicable or successor form), and certifies under penalties of perjury that it is not a United States person or (2) owns through a securities clearing organization, bank or other financial institution that holds customers’ securities in the ordinary course of its trade or business, which certifies under penalties of perjury, that such a form has been received from the non-U.S. Holder by it or by a financial institution between it and the non-U.S. Holder.

If a non-U.S. Holder is engaged in a trade or business in the United States and interest paid on the New Note constitutes income that is effectively connected with the conduct of that trade or business (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment of that non-U.S. Holder) (“U.S. Trade or Business Income”), such interest will be taxed on a net basis at regular graduated U.S. income tax rates rather than the 30% gross rate. In the case of a non-U.S. Holder that is a corporation, such U.S. Trade or Business Income may also be subject to the branch profits tax at a 30% rate (or lower applicable income tax treaty rate).

To claim the benefit of a tax treaty exemption from or reduction in withholding, or to claim exemption from withholding because the income is U.S. Trade or Business Income, a non-U.S. Holder must provide a properly executed IRS Form W-8BEN, W-8BEN-E or W-8ECI (or such successor forms as the IRS designates), as applicable. The non-U.S. Holder must provide the form to its withholding agent. These forms must be periodically updated. Other methods might be available to satisfy the certification requirements described above, depending on your particular circumstances. Special rules apply to foreign partnerships, estates and trusts, and in certain circumstances certifications as to the foreign status of partners, trust owners or beneficiaries may have to be provided to the applicable withholding agent. In addition, special rules apply to qualified intermediaries that enter into withholding agreements with the IRS. A non-U.S. Holder who is claiming the benefits of a treaty may be required in certain instances to obtain a U.S. taxpayer identification number and to provide certain documentary evidence issued by foreign governmental authorities to prove residence in the foreign country.

Dividends and constructive dividends. Any dividends paid to a non-U.S. Holder with respect to the shares of our common stock (and any deemed dividends resulting from certain adjustments, or failure to make adjustments, to the conversion rate of the notes including, without limitation, for cash dividends paid to holders of our common stock, see “—U.S. Holders—Constructive distributions” above) will be subject to withholding tax at a 30% rate (or lower applicable income tax treaty rate). Because any constructive dividend a non-U.S. Holder is deemed to receive will not give rise to any cash from which any applicable withholding tax could be satisfied, it is possible that this tax would be offset against any amount owed to the non-U.S. Holder, including, but not limited to, interest payments, cash or shares of our common stock otherwise due on conversion, dividends or sales proceeds subsequently paid or credited to the non-U.S. Holder. Dividends and constructive dividends that constitute U.S. Trade or Business Income are not subject to the withholding tax, but instead are subject to U.S. federal income tax on a net-income basis at applicable graduated individual or corporate rates. Certain

certification requirements and disclosure requirements must be complied with in order for U.S. Trade or Business Income to be exempt from withholding. Any such U.S. Trade or Business Income received by a foreign corporation may, under certain circumstances, be subject to an additional branch profits tax at a 30% rate (or lower applicable income tax treaty rate).

A non-U.S. Holder of shares of our common stock who wishes to claim the benefit of an applicable treaty rate must provide the withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E (or other applicable form), claiming an exemption from or reduction in withholding under the applicable income tax treaty. Non-U.S. Holders eligible for a reduced rate of U.S. withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the IRS.

Sale, exchange, redemption, conversion or other disposition of notes or shares of common stock. Subject to the discussion of backup withholding and FATCA below, any gain recognized on the sale, exchange, redemption or other taxable disposition of a New Note or share of our common stock as well as upon the conversion of a New Note into cash or into a combination of cash and stock generally will not be subject to U.S. federal income tax (except to the extent such amount is attributable to accrued interest, which would be treated as described above under "—Payments of interest") unless:

- such gain is U.S. Trade or Business Income;
- in the case of any gain realized by an individual non-U.S. Holder, such non-U.S. Holder is present in the United States for 183 days or more in the taxable year of such sale, exchange, redemption, conversion or other disposition and certain other conditions are met; or
- we are or have been a "United States real property holding corporation" for U.S. federal income tax purposes during the shorter of the non-U.S. Holder's holding period and the five-year period ending on the date of such sale, exchange, redemption, conversion or other disposition.

An individual non-U.S. Holder described in the first bullet point above will be subject to tax on the net gain derived from the sale, exchange, redemption, conversion or other taxable disposition at regular graduated U.S. federal income tax rates. An individual non-U.S. Holder described in the second bullet point above will be subject to a flat 30% tax on the gain derived from the sale, exchange, redemption, conversion or other taxable disposition, which may be offset by certain U.S.-source capital losses, even though such non-U.S. Holder is not considered a resident of the United States. A corporate non-U.S. Holder that falls under the first bullet point above will be subject to tax on any net gain in the same manner as if such non-U.S. Holder was a United States person as defined under the Code and, in addition, may be subject to the branch profits tax equal to 30% of such non-U.S. Holder's U.S. Trade or Business Income or at such lower rate as may be specified by an applicable income tax treaty.

We believe that we are not, and do not anticipate becoming, a "United States real property holding corporation" for U.S. federal income tax purposes.

Information reporting and backup withholding. The amount of interest and dividends paid (including dividends deemed paid) and the amount of tax, if any, withheld with respect to those payments will be reported to the non-U.S. Holder and the IRS. Copies of the information returns reporting such interest and dividend payments and any withholding may also be made available to the tax authorities in the country in which a non-U.S. Holder resides, under the provisions of an applicable income tax treaty.

In general, a non-U.S. Holder will not be subject to backup withholding with respect to payments of interest or dividends, provided that the withholding agent does not have actual knowledge or reason to know that such non-U.S. Holder is a United States person, as defined under the Code, and has received the statement described above in the third bullet point under "—Payments of interest." In addition, information returns will not be filed with the IRS in connection with the payment of proceeds from a sale or other disposition of the New Notes or the shares of our common stock unless paid within the United States or through certain U.S.-related payors.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against a non-U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Withholding on Foreign Accounts

Legislation known as the Foreign Account Tax Compliance Act (''FATCA'') and guidance issued thereunder imposes a 30% withholding tax on interest on the New Notes and dividends on our common stock and, after December 31, 2018, on gross proceeds from the sale, exchange or other taxable disposition of, the New Notes or our common stock held by or through certain foreign financial institutions (including investment funds), unless such institution enters into an agreement with the U.S. Treasury Department to report, on an annual basis, information with respect to interests in, and accounts maintained by, the institution that are owned by certain U.S. persons and by certain non-U.S. entities that are wholly or partially owned by U.S. persons and to withhold on certain payments. An intergovernmental agreement between the United States and an applicable foreign country, or future Treasury regulations, may modify these requirements. Accordingly, the entity through which the notes or shares of our common stock are held may affect the determination of whether such withholding is required. Similarly, interest on the notes and dividends on our common stock and, after December 31, 2018, gross proceeds from the sale, exchange or other taxable disposition of the notes or our common stock, held by or through a non-financial non-U.S. entity that does not qualify for an exemption will be subject to withholding at a rate of 30%, unless such entity either (a) certifies that such entity does not have any "substantial United States owners" or (b) provides certain information regarding the entity's "substantial United States owners." Prospective investors should consult their tax advisors regarding the possible implications of these rules on their investment in the notes and our common stock.

LEGAL MATTERS

The legal validity of the New Notes and the shares of our common stock issuable upon conversion of the New Notes has been passed upon for us by Hogan Lovells US LLP. Certain legal matters will be passed upon for the dealer manager by Davis Polk & Wardwell LLP.

EXPERTS

The financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to the Annual Report on Form 10-K for the year ended October 31, 2016 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

Our SEC filings are available at the SEC's website at *http://www.sec.gov*. You may also read and copy any document we file with the SEC at the public reference facility maintained by the SEC at 100 F Street N.E., Washington, D.C. 20549. You may call the SEC at 1-800-SEC-0330 for more information about the public reference room and its copy charges. Our common stock is listed and traded on the New York Stock Exchange. You may also inspect the information we file with the SEC at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

Our SEC filings are also available free of charge on our website as soon as reasonably practicable after we file these documents. We routinely post the reports above, recent news and announcements, financial results and other information about us that is important to investors in the "Investors" section of our website at *http://www.ciena.com*.

We are not incorporating by reference the contents of the website of the SEC, our website, or any other website into this prospectus. We are only providing information about how you may obtain certain information, including documents that are incorporated into this prospectus by reference, at these websites.

DOCUMENTS INCORPORATED BY REFERENCE

We incorporate by reference the documents listed below:

- our Annual Report on Form 10-K for the fiscal year ended October 31, 2016;
- our Definitive Proxy Statement filed with the SEC on February 8, 2017, with respect to the information that is incorporated by reference into our Annual Report on Form 10-K for the fiscal year ended October 31, 2016;
- our Quarterly Reports on Form 10-Q for the quarterly periods ended January 31, 2017 and April 30, 2017;
- our Current Reports on Form 8-K filed with the SEC on January 24, 2017, January 27, 2017, February 1, 2017, March 1, 2017, March 27, 2017, March 29, 2017, June 15, 2017 and June 30, 2017; and
- the description of our common stock contained in our Registration Statement on Form 8-A (File No. 001-36250) filed with the SEC on December 20, 2013, including any subsequent amendment or report filed for the purpose of updating such description.

We also incorporate by reference any filings made with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus but before the end of the offering made by this prospectus. Statements contained in this prospectus or in any document incorporated by reference into this prospectus as to the contents of any contract or other document referred to herein or therein are not necessarily complete, and in each instance reference is made to the copy of such contract or other document filed as an exhibit to the documents incorporated by reference, each such statement being qualified in all respects by such reference.

Notwithstanding the foregoing, information we furnish on any Current Report on Form 8-K, including the related exhibits, that, pursuant to and in accordance with the rules and regulations of the SEC, is not deemed “filed” for purposes of the Exchange Act will not be deemed to be incorporated by reference into this prospectus.

You may request a copy of this prospectus and any of the documents incorporated by reference into this prospectus or other information concerning us, without charge, by written or telephonic request to Ciena Corporation, 7035 Ridge Road, Hanover, Maryland 21076, Attention: Corporate Secretary, Telephone: (410) 694-5700; or from the SEC through the SEC website at the address provided above.

CIENA CORPORATION

OFFER TO EXCHANGE

New 3.75% Convertible Senior Notes due 2018
and an Exchange Fee
for all of our outstanding
3.75% Convertible Senior Notes due 2018

The Exchange Agent for the Exchange Offer is:

The Bank of New York Mellon Trust Company, N.A.

By Mail, Hand, or Overnight Delivery:
The Bank of New York Mellon Trust Company, N.A., as
Exchange Agent
c/o The Bank of New York Mellon Corporation
Corporate Trust Operations—Reorganization Unit
111 Sanders Creek Parkway
East Syracuse, NY 13057
Attn: Pamela Adamo

By Facsimile:
(732) 667-9408
(For Eligible Institutions Only)

Confirm by Telephone:
(315) 414-3317

Email:
CT_REORG_UNIT_INQUIRIES@bnymellon.com

The Dealer Manager for the Exchange Offer is:

J. P. Morgan

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers

Delaware General Corporation Law. Section 145(a) of the General Corporation Law of the State of Delaware (the "DGCL") provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

Section 145(b) of the DGCL states that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which the person shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the Delaware Court of Chancery or such other court shall deem proper.

Section 145(c) of the DGCL provides that to the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of Section 145, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 145(d) of the DGCL states that any indemnification under subsections (a) and (b) of Section 145 (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of Section 145. Such determination shall be made with respect to a person who is a director or officer at the time of such determination (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

Section 145(f) of the DGCL states that the indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of Section 145 shall not be deemed exclusive of any other rights to

which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 145(g) of the DGCL provides that a corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of Section 145.

Section 145(j) of the DGCL states that the indemnification and advancement of expenses provided by, or granted pursuant to, Section 145 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 102(b)(7) of the DGCL provides that a corporation may eliminate or limit the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director (1) for any breach of the director's duty of loyalty to the corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) for willful or negligent conduct in paying dividends or repurchasing stock out of other than lawfully available funds, or (4) for any transaction from which the director derived an improper personal benefit. No such provision shall eliminate or limit the liability of a director for any act or omission occurring prior to the date when such provision becomes effective.

Certificate of Incorporation and Bylaws. Article EIGHT of the Certificate of Incorporation provides that no director shall be personally liable for breach of fiduciary duty as a director, provided, however that such clause shall not apply to any liability of a director (1) for any breach of the director's duty of loyalty to Ciena or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) liability under Section 174 of the DGCL, or (4) for any transaction from which the director derived an improper personal benefit. In addition, our Bylaws provide that we shall indemnify the persons entitled to be indemnified to the fullest extent permitted by the DGCL.

Indemnification Agreements. Ciena has entered into indemnification agreements with each of its directors and executive officers pursuant to which Ciena has agreed to indemnify such persons as permitted by the DGCL.

Insurance. Ciena has obtained directors and officers liability insurance against certain liabilities, including liabilities under the Securities Act.

Item 21. Exhibits and Financial Statement Schedules

Number	Description
1.1†	Dealer Manager Agreement, dated as of June 29, 2017 between Ciena Corporation and J. P. Morgan Securities LLC.
3.1	Amended and Restated Certificate of Incorporation of Ciena Corporation (Incorporated by reference to Registrant's Current Report on Form 8-K (File No. 000-21969) filed on March 27, 2008).
3.2	Second Amended and Restated Bylaws of Ciena Corporation (Incorporated by reference to Registrant's Current Report on Form 8-K (File No. 000-21969) filed on January 27, 2017).
4.1	Form of Indenture to be entered into between Ciena Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee.
4.2	Form of Global Note for 3.75% Convertible Senior Notes due 2018 (included in Exhibit 4.1).
5.1	Opinion of Hogan Lovells US LLP regarding the legality of the notes.
8.1†	Opinion of Hogan Lovells US LLP regarding material tax matters.
12.1†	Ratio of Earnings to Fixed Charges.
23.1	Consent of PricewaterhouseCoopers LLP.
23.2	Consent of Hogan Lovells US LLP (included in Exhibit 5.1).
24.1†	Powers of Attorney.
25.1†	Form T-1 Statement of Eligibility under Trust Indenture Act of 1939, as amended, of The Bank of New York Mellon Trust Company, N.A., as Trustee.

† Previously filed.

Item 22. Undertakings

(a) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(b) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(c) The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a

form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(d) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(e) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Hanover, State of Maryland, on this 14th day of July, 2017.

CIENA CORPORATION

By: /s/ David M. Rothenstein
David M. Rothenstein
Senior Vice President, General Counsel and Secretary

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
*	President, Chief Executive Officer and Director (Principal Executive Officer)	July 14, 2017
Gary B. Smith		
*	Senior Vice President, Finance and Chief Financial Officer (Principal Financial Officer)	July 14, 2017
James E. Moylan, Jr.		
*	Vice President and Controller (Principal Accounting Officer)	July 14, 2017
Andrew C. Petrik		
*	Executive Chairman of the Board Directors	July 14, 2017
Patrick H. Nettles, Ph.D.		
*	Director	July 14, 2017
Harvey B. Cash		
*	Director	July 14, 2017
Bruce L. Claflin		
*	Director	July 14, 2017
Lawton W. Fitt		
*	Director	July 14, 2017
Patrick T. Gallagher		
*	Director	July 14, 2017
T. Michael Nevens		
*	Director	July 14, 2017
Michael J. Rowny		

*By: /s/ David M. Rothenstein

Attorney-in-fact

Exhibit Index

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† Previously filed.

Exhibit 4.1

Ciena Corporation,

as Issuer,

and

The Bank of New York Mellon Trust Company, N.A.,

as Trustee

INDENTURE

Dated as of [ ], 2017

3.75% Convertible Senior Notes due 2018

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EXHIBITS

INDENTURE, dated as of [ ], 2017, between Ciena Corporation, a corporation incorporated under the laws of the State of Delaware (the "**Company**"), as issuer and The Bank of New York Mellon Trust Company, N.A., a national banking association (the "**Trustee**"), as trustee.

RECITALS OF THE COMPANY

The Company has duly authorized the execution and delivery of this Indenture to provide for the issuance of an unlimited principal amount of the Company's 3.75% Convertible Senior Notes due 2018, convertible into cash, common stock, par value $0.01 per share, of the Company or a combination thereof in accordance with the terms hereof (the "**Notes**").

All things necessary have been done to make the Notes, when executed by the Company and authenticated and delivered hereunder and duly issued by the Company, the valid and legally binding obligations of the Company and to make this Indenture a valid and legally binding agreement of each of the Company and the Trustee in accordance with the terms hereof.

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders of the Notes:

ARTICLE 1
DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01. *Definitions.*

"**Additional Interest**" means all amounts, if any, payable pursuant to Section 7.01.

"**Additional Notes**" means additional Notes (other than the Initial Notes), if any, issued under this Indenture in accordance with Section 2.02 hereof, as part of the same series as the Initial Notes.

"**Additional Shares**" means additional shares of Common Stock by which the Conversion Rate shall be increased for Notes surrendered for conversion pursuant to an adjustment of the Conversion Rate upon the occurrence of a Make-whole Fundamental Change. The number of Additional Shares shall be determined based on the Effective Date of the Make-whole Fundamental Change and the Stock Price in such Make-whole Fundamental Change transaction, all in accordance with Section 6.05(f).

"**Affiliate**" means, with respect to any specified Person, 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 specified Person means the power to direct the management and policies of

such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing. No individual shall be deemed to be controlled by or under common control with any specified Person solely by virtue of his or her status as an employee or officer of such specified Person or of any other Person controlled by or under common control with such specified Person.

"**Agent**" means any Authenticating Agent, Registrar, co-registrar, Paying Agent, additional paying agent or Conversion Agent.

"**Agent Members**" has the meaning set forth in Section 2.01(e)(ii).

"**Applicable Procedures**" means, with respect to any transfer or exchange of or for beneficial interests in, or any repurchase or conversion of, any Global Note, the rules and procedures of the Depositary that apply to such transfer, exchange, repurchase or conversion.

"**Authenticating Agent**" has the meaning set forth in Section 2.02.

"**Bankruptcy Law**" means Title 11, United States Code or any similar federal or state law relating to bankruptcy, insolvency, receivership, winding-up, liquidation, reorganization or relief of debtors or the law of any other jurisdiction relating to bankruptcy, insolvency, receivership, winding-up, liquidation, reorganization or relief of debtors or any amendment to, succession to or change in any such law.

"**Beneficial Owner**" has the meaning assigned to such term in Rule 13d-3 under the Exchange Act. The terms "**Beneficial Ownership**" and "**Beneficially Owns**" have a corresponding meaning.

"**Board of Directors**" means the board of directors of the Company or any duly authorized committee thereof.

"**Board Resolution**" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Trustee.

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

"**Capital Stock**" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) 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 the assets of, the issuing Person.

"**Cash Settlement**" has the meaning set forth in Section 6.02(a).

"**close of business**" means 5:00 p.m., New York City time.

"**Closing Sale Price**" means, with respect to the Common Stock or any other security for which a Closing Sale Price must be determined, on any date, the last reported closing price per share of Common Stock or unit of such security (or, if no last closing price is reported, the average of the last bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) on such date as reported in composite transactions for the principal U.S. securities exchange on which the Common Stock or such security is then listed or, if the Common Stock or such security is not listed on a U.S. national or regional exchange, the "**Closing Sale Price**" will be the last quoted bid price for the Common Stock in the over-the-counter market on the relevant dates as reported by OTC Markets Group Inc. or any similar U.S. system of automated dissemination of quotations of securities prices. If the Common Stock or such security is not so traded, the "**Closing Sale Price**" will be the price as reported on the principal other market on which the Common Stock or such security is then traded. In the absence of such quotations, the Company's Board of Directors will make a good faith determination of the Closing Sale Price.

"**Combination Settlement**" has the meaning set forth in Section 6.02(a).

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

"**Common Stock**" means the common stock of the Company, par value $0.01 per share, as it exists on the date of this Indenture, subject to any transaction described in Section 6.08, in which case all references to Common Stock in this Indenture shall thereafter be references to Reference Property.

"**Company**" means Ciena Corporation, a corporation incorporated under the laws of Delaware, and, subject to Article 4, its successors and assigns.

"**Company Order**" has the meaning set forth in Section 2.02.

"**Continuing Directors**" means, as of any date of determination, any member of the board of directors of the Company who:

(1) was a member of such board of directors on October 18, 2010; or

(2) becomes a member of the board of directors of the Company subsequent to that date and was appointed, nominated for election or elected to such board of directors

with the approval of (a) a majority of the Continuing Directors who were members of such board of directors at the time of such appointment, nomination or election, or (b) a majority of the Continuing Directors that were serving at the time of such appointment, nomination or election on a committee of the board of directors that appointed or nominated for election or reelection such board member.

"**Conversion Agent**" means the office or agency designated by the Company where Notes may be presented for conversion, initially the Trustee.

"**Conversion Date**" has the meaning set forth in Section 6.03(a).

"**Conversion Notice**" has the meaning set forth in Section 6.03(a).

"**Conversion Price**" shall equal $1,000 divided by the Conversion Rate (rounded to the nearest cent).

"**Conversion Rate**" has the meaning set forth in Section 6.01(a), subject to adjustment as provided in this Indenture.

"**Corporate Trust Office**" means the designated corporate trust office of the Trustee at which at any time its corporate trust business shall be administered, which office at the date hereof is located at 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262, Attention: Corporate Trust Administration, or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the designated 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).

"**Current Market Price**" as of any date means:

(1) for the purpose of any computation under Section 6.05(a) (except for clauses (iv), (v), (vi) and (viii) thereof), the average of the Closing Sale Prices for the five consecutive Trading Days ending on the Trading Day prior to the earlier of the record date or the ex-dividend date for the event triggering such adjustment;

(2) for the purpose of any computation under Section 6.05(a)(iv), the average of the Closing Sale Prices for the five consecutive Trading Days ending on the Trading Day prior to the ex-dividend date for the related distribution;

(3) for the purpose of any computation under Section 6.05(a)(v), the average of the Closing Sale Prices of the Common Stock for the ten consecutive Trading Days following, and including the ex-dividend date for the related Spin-Off;

(4) for the purpose of any computation under Section 6.05(a)(vi), the average of the Closing Sale Prices for the five consecutive Trading Days ending on the Trading Day prior to the ex-dividend date for the related cash distribution; and

(5) for the purpose of any computation under Section 6.05(a)(viii) (including Market Capitalization), the average of the Closing Sale Prices for the five consecutive Trading Days beginning on the Trading Day immediately following the date of the repurchase triggering the adjustment.

"**Daily Conversion Value**," for each $1,000 principal amount of Notes, means, for each of the 20 consecutive Trading Days during the relevant Observation Period:

(1) If the relevant Conversion Date occurs prior to the Final Period Start Date, 5% of the product of (a) the Conversion Rate on such Trading Day and (b) the Daily VWAP for such Trading Day; or

(2) If the relevant Conversion Date occurs on or after the Final Period Start Date, the greater of (a) $0 and (b) 5% of the difference between (i) the product of (x) the Conversion Rate on such Trading Day and (y) the Daily VWAP for such Trading Day and (ii) $1,000.

"**Daily Measurement Value**" means the Specified Dollar Amount (if any), *divided by* 20.

"**Daily Settlement Amount**," for each of the 20 consecutive Trading Days during the relevant Observation Period, shall consist of:

(a) cash in an amount equal to the lesser of (i) the Daily Measurement Value and (ii) the Daily Conversion Value on such Trading Day; and

(b) if the Daily Conversion Value on such Trading Day exceeds the Daily Measurement Value, a number of shares of Common Stock equal to (i) the difference between the Daily Conversion Value and the Daily Measurement Value, *divided by* (ii) the Daily VWAP for such Trading Day.

"**Daily VWAP**" means, for each of the 20 consecutive Trading Days during the relevant Observation Period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page "CIEN <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of the Common Stock on such Trading Day as determined by the Company's Board of Directors in a commercially reasonable manner using a volume-weighted average method). The "Daily VWAP" shall be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours.

"**Default**" means an event that is, or after notice or passage of time, or both, would be an Event of Default with respect to the Notes.

"**Defaulted Interest**" has the meaning set forth in Section 2.09.

"**Definitive Notes**" means the Notes that are in registered definitive form.

"**Depositary**" means The Depository Trust Company, its nominees and their respective successors and assigns, or such other depositary institution hereinafter appointed by the Company.

"**Distributed Assets**" has the meaning set forth in Section 6.05(a)(iv).

"**Effective Date**" means the date on which a Make-whole Fundamental Change becomes effective.

"**Equity Interests**" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"**Event of Default**" means any event or condition specified as such in Section 7.01.

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

"**ex-dividend date**" when used with respect to any issuance, dividend or distribution shall mean the first date upon which shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the relevant issuance, dividend or distribution, from the Company or, if applicable, from the seller of Common Stock on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market.

"**Expiration Date**" has the meaning set forth in Section 6.05(a)(vii).

"**Fair Market Value**" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by the Board of Directors of the Company.

"**Final Period Start Date**" means the 30th Scheduled Trading Day immediately preceding the Stated Maturity.

"**Fundamental Change**" means the occurrence at the time after the Notes are originally issued of any of the following:

(1) the Common Stock (or other Reference Property into which the Notes are convertible) is neither traded on The NASDAQ Global Select Market, The NASDAQ Global Market, the New York Stock Exchange or another U.S. national securities exchange or quoted on an established automated over-the-counter trading market in the United States; or

(2) any Person acquires Beneficial Ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of transactions, of shares of the Company's Capital Stock entitling such Person to exercise 50% or more of the total voting power of all shares of the Company's Capital Stock entitled to vote generally in elections of directors, other than an acquisition by the Company, any of its Subsidiaries or any of the Company's employee benefit plans; or

(3) the Company merges or consolidates with or into any other Person (other than a Subsidiary of the Company), another Person (other than a Subsidiary of the Company) merges with or into the Company, or the Company conveys, sells, transfers or leases all or substantially all of the Company's assets to another Person, other than any transaction:

(a) that does not result in a reclassification, conversion, exchange or cancellation of the Company's outstanding Common Stock; or

(b) pursuant to which the holders of 50% or more of the total voting power of all shares of the Company's Capital Stock entitled to vote generally in elections of directors immediately prior to such transaction have the entitlement to exercise, directly or indirectly, 50% or more of the total voting power of all shares of Capital Stock entitled to vote generally in elections of directors of the continuing or surviving Person immediately after such transaction; or

(c) which is effected solely to change the Company's jurisdiction of incorporation and results in a reclassification, conversion or exchange of outstanding shares of the Common Stock solely into shares of common stock of the surviving entity; or

(4) at any time the Continuing Directors do not constitute a majority of the Company's Board of Directors (or, if applicable, a successor Person to the Company).

For purposes of this definition, "Person" includes any syndicate or group that would be deemed to be a "person" under Section 13(d)(3) of the Exchange Act.

"**Fundamental Change Notice**" has the meaning set forth in Section 11.01(c).

"**Fundamental Change Repurchase Date**" has the meaning set forth in Section 11.01(a).

"**Fundamental Change Repurchase Notice**" has the meaning set forth in Section 11.03.

"**Fundamental Change Repurchase Price**" has the meaning set forth in Section 11.01(a)

"**Fundamental Change Repurchase Right Notice**" has the meaning set forth in Section 11.02.

"**GAAP**" means generally accepted accounting principles 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 may be approved by a significant segment of the accounting profession of the United States, as in effect on the date hereof.

"**Global Notes**" means Notes that are in the form of the Note attached hereto as Exhibit A and that are issued to a Depositary.

"**guarantee**" means, as applied to any obligation, (i) a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner, of any part or all of such obligation and (ii) an agreement, direct or indirect, contingent or otherwise, the practical effect of which is to assure in any way the payment or performance (or payment of damages in the event of non-performance) of all or any part of such obligation. A guarantee shall include, without limitation, any agreement to maintain or preserve any other Person's financial condition or to cause any other Person to achieve certain levels of operating results.

"**Holder**" means a Person in whose name a Note is registered.

"**Indebtedness**" of any Person means indebtedness for borrowed money and indebtedness under purchase money Liens or conditional sales or similar title retention agreements, in each case where such indebtedness has been created, incurred, or assumed by such Person to the extent such indebtedness would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP, guarantees by such Person of such indebtedness, and indebtedness for borrowed money secured by any Lien, pledge or other lien or encumbrance upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such indebtedness.

"**Indenture**" means this Indenture as amended or supplemented from time to time, including, for all purposes of this instrument and any supplemental indenture or amendment hereto, the provisions of the TIA that are deemed to be a part of and govern this instrument and any such supplemental indenture or amendment, respectively.

"**Initial Notes**" means the $[350,000,000] aggregate principal amount of Notes issued under this Indenture on the date hereof.

"**Interest Payment Date**" has the meaning set forth in the form of Note attached hereto as Exhibit A.

"**Lien**" means any security interest, pledge, lien or other encumbrance.

"**Make-whole Fundamental Change**" has the meaning set forth in Section 6.05(f).

"**Market Capitalization**" means the product of (1) the Current Market Price of the Common Stock and (2) the number of shares of Common Stock then outstanding on the date of the repurchase of Common Stock triggering the adjustment set forth in Section 6.05(a)(viii) hereof immediately prior to such repurchase.

"**Market Disruption Event**" means, for the purposes of determining amounts due upon conversion, (a) a failure by the primary U.S. national or regional securities exchange or market on which the Common Stock is listed or admitted for trading to open for trading during its regular trading session or (b) the occurrence or existence prior to 1:00 p.m., New York City time, on any Scheduled Trading Day for the Common Stock

for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock exchange or otherwise) in the Common Stock or in any options contracts or futures contracts relating to the Common Stock.

"**Note**" or "**Notes**" has the meaning stated in the first recital of this Indenture or, as the case may be, means Notes that have been authenticated and delivered pursuant to this Indenture, including the Global Note(s). The Initial Notes and the Additional Notes, if any, shall be treated as a single class for all purposes under this Indenture, and unless the context otherwise requires, all references to the Notes shall include the Initial Notes and any Additional Notes.

"**Note Register**" has the meaning set forth in Section 2.03.

"**Notes Custodian**" means the Trustee or any Person appointed by the Trustee to act as custodian of Global Notes for the Depositary.

"**Observation Period**" with respect to any Note surrendered for conversion means: (i) if the relevant Conversion Date occurs prior to the Final Period Start Date, the 20 consecutive Trading Day period beginning on, and including, the second Trading Day immediately succeeding such Conversion Date; and (ii) if the relevant Conversion Date occurs on or after the Final Period Start Date, the 20 consecutive Trading Days beginning on, and including, the Stated Maturity.

"**Officer**" means an Executive Chairman of the Board, an Executive Vice President, a Senior Vice President, the President, a Vice President, the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer of the Company.

"**Officers' Certificate**" means a certificate in a form reasonably acceptable to the Trustee and signed by any two Officers of the Company. Each such certificate shall include the statements provided for in Section 12.05, if and to the extent required by the provisions of Section 12.04.

"**opening of business**" means 9:00 a.m., New York City time.

"**Opinion of Counsel**" means a written opinion reasonably acceptable to the Trustee from legal counsel, which counsel may be an employee of, or counsel to, the Company. Each such opinion shall include the statements provided for in Section 12.05, if and to the extent required by the provisions of Section 12.04.

"**Outstanding**", when used with respect to Notes, means, as of the date of determination, all Notes theretofore authenticated and delivered under this Indenture, except:

(1) Notes theretofore cancelled by the Trustee or delivered to the Trustee for cancellation (including Notes converted and cancelled pursuant to this Indenture);

(2) Notes for whose payment 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 Notes; and

(3) Notes which have been paid pursuant to Section 2.07 or in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture, other than any such Notes in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Notes are held by a bona fide purchaser in whose hands such Notes are valid obligations of the Company;

provided, *however*, that in determining whether the Holders of the requisite principal amount of the Outstanding Notes have given, made or taken any request, demand, authorization, direction, notice, consent, waiver or other action hereunder, Notes owned by the Company or any other obligor upon the Notes 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, waiver or other action, only Notes which a Responsible Officer of the Trustee actually knows to be so owned shall be so disregarded. Notes 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 Notes and that the pledgee is not the Company or any other obligor upon the Notes or any Affiliate of the Company or of such other obligor.

Upon the written request of the Trustee, the Company shall furnish to the Trustee promptly an Officers' Certificate listing and identifying all Notes, if any, known by the Company to be owned by, held by or for the account of the Company, or any other obligor on the Notes or any Affiliate of the Company or such obligor, and subject to the provisions of Section 8.02, the Trustee shall be entitled to accept such Officers' Certificate as conclusive evidence of the facts therein set forth and of the fact that all Notes not listed therein are Outstanding for the purpose of any such determination.

"**Paying Agent**" means the office or agency designated by the Company where Notes may be presented for payment, initially the Trustee.

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

"**Physical Settlement**" has the meaning set forth in Section 6.02(a).

"**protected purchaser**" has the meaning set forth in Section 2.07.

"**Record Date Period**" means the period from the close of business on any Regular Record Date immediately preceding any Interest Payment Date to the opening of business on such Interest Payment Date.

"**Reference Property**" has the meaning set forth in Section 6.08.

"**Registrar**" means the office or agency maintained by the Company where Notes may be presented for registration of transfer or exchange, initially the Trustee.

"**Regular Record Date**" has the meaning set forth in the form of Note attached hereto as Exhibit A.

"**Reporting Default**" has the meaning set forth in Section 7.01.

"**Repurchase Premium**" has the meaning set forth in Section 6.05(a)(viii).

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

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

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

"**Settlement**" has the meaning set forth in Section 6.03(c).

"**Settlement Amount**" has the meaning set forth in Section 6.02(a)(iv).

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

"**Settlement Notice**" has the meaning set forth in Section 6.02(a)(iii).

"**Special Interest Payment Date**" has the meaning set forth in Section 2.09(a).

"**Special Record Date**" has the meaning set forth in Section 2.09(a).

"**Specified Dollar Amount**" means (a) if the relevant Conversion Date occurs prior to the Final Period Start Date, the maximum cash amount per $1,000 principal amount of Notes to be received upon conversion as specified in the Settlement Notice related to any converted Notes or (b) if the relevant Conversion Date occurs on or after the Final Period Start Date, the maximum cash amount in excess of $1,000 per $1,000 principal amount of Notes to be received upon conversion as specified in the Settlement Notice related to any converted Notes.

"**Spin-off**" has the meaning set forth in Section 6.05(a)(v).

"**Stated Maturity**," when used with respect to the Notes, means October 15, 2018.

"**Stock Price**" means, with respect to a Make-whole Fundamental Change, the price paid per share of Common Stock in such Make-whole Fundamental Change; *provided that* (1) if holders of Common Stock receive only cash in such Make-whole Fundamental Change, the Stock Price will be the cash amount paid per share of Common Stock and (2) in any other Make-whole Fundamental Change, the Stock Price will be the average of the Closing Sale Prices on each of the five consecutive Trading Days prior to but not including the Effective Date of such Make-whole Fundamental Change.

"**Subsidiary**" means any corporation or other business entity of which at least a majority of the outstanding stock or membership or other interest, as the case may be, having voting power under ordinary circumstances to elect a majority of the board of directors, managers or other governing body of such corporation or business entity or otherwise direct the business and affairs of said corporation or business entity is at the time owned or controlled by the Company, or by the Company and one or more Subsidiaries, or by any one or more Subsidiaries.

"**TIA**" or "**Trust Indenture Act**" means the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb), as in effect from time to time.

"**Trading Day**" means a day during which trading in securities generally occurs on the New York Stock Exchange, or, if the Common Stock is not then traded on the New York Stock Exchange, then on The NASDAQ Global Select Market, The NASDAQ Global Market or another national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not listed on a national or regional securities exchange, on the principal other market on which the Common Stock is then traded or quoted; *provided* that if the Common Stock is not so listed, traded or quoted, then "Trading Day" shall have the same meaning as "Business Day"; and *provided*, *further*, that for purposes of determining amounts due upon conversion only, "Trading Day" means a day on which (x) there is no Market Disruption Event and (y) trading in the Common Stock generally occurs on the New York Stock Exchange or, if the Common Stock is not then listed on the New York Stock Exchange, on the principal other U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then listed or admitted for trading, except that if the Common Stock is not so listed or admitted for trading, "Trading Day" means a Business Day.

"**Trigger Event**" has the meaning set forth in Section 6.05(a)(iv).

"**Trustee**" means the Person identified as "**Trustee**" in the first paragraph hereof and, subject to the provisions of Article 8, shall also include any successor trustee.

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

Section 1.02. *Incorporation by Reference of Trust Indenture Act.*

This Indenture is subject to the mandatory provisions of the TIA, which are incorporated by reference in and made a part of this Indenture. The following TIA terms have the following meanings:

"**indenture securities**" means the Notes.

"**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 indenture securities.

All other TIA terms used in this Indenture that are defined by the TIA, defined by the TIA by reference to another statute or defined by Commission rule have the meanings 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) words in the singular include the plural and words in the plural include the singular;

(5) the principal amount of any non-interest 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;

(6) the table of contents and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof;

(7) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision;

(8) all references to “$” or “dollars” shall refer to the lawful currency of the United States of America;

(9) the words “include,” “included” and “including” as used herein shall be deemed in each case to be followed by the phrase “without limitation,” if not expressly followed by such phrase or the phrase “but not limited to”;

(10) references to sections of or rules under the Securities Act, the Exchange Act or the TIA shall be deemed to include substitute, replacement or successor sections or rules adopted by the Commission from time to time thereunder;

(11) any reference to a Section or Article refers to such Section or Article of this Indenture unless otherwise indicated; and

(12) all references to “interest” shall be deemed to include Additional Interest, if any, payable pursuant to Section 7.01.

ARTICLE 2
THE NOTES

Section 2.01. *Form, Dating and Terms.*

(a) The Notes shall be known and designated as 3.75% Convertible Senior Notes due 2018. Pursuant to the provisions of Article 6, the Notes shall be convertible into cash, Common Stock or a combination thereof, as applicable. Subject to the terms of this Indenture the Company may, at its option, without consent from the Holders, issue Additional Notes from time to time in the future with the same terms and the same CUSIP number as the Initial Notes offered in an unlimited principal amount; *provided* that if such Additional Notes are not fungible with the Initial Notes for U.S. federal income tax purposes, such Additional Notes will have a separate CUSIP number. For all purposes under this Indenture, the term “**Notes**” shall include the Initial Notes and any such Additional Notes issued after the date of this Indenture.

Notes may be authenticated and delivered upon registration or transfer of, or in lieu of, other Notes pursuant to Section 2.06, 2.07 or 10.08.

The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage, in addition to those set forth on Exhibit A. The Company and the Trustee shall approve the forms of the Notes and any notation, endorsement or legend on them. Each Note shall be dated the date of its authentication. The terms of the Note set forth in Exhibit A are part of the terms of this Indenture and, to the extent applicable, the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to be bound by such terms.

The principal of and interest on the Notes shall be payable at the office or agency of the Company maintained for such purpose in New York City, which shall initially be the Trustee as set forth in Section 2.03. At the Company's option, however, the Company may make such payments by mailing a check to the registered address of each Holder thereof as such address as shall appear on the Note Register; *provided that* Notes represented by a Global Note will be paid by wire transfer of immediately available funds to the accounts specified by the Depositary in accordance with the settlement procedures of the Depositary, and all other Notes with an aggregate principal amount in excess of $2.0 million will be paid by wire transfer of immediately available funds if the Holders have provided wire transfer instructions at least 10 Business Days prior to the payment date to the Company or the Paying Agent. If a payment date is a date other than a Business Day, payment may be made at that place on the next succeeding day that is a Business Day. The payment made on the next succeeding Business Day shall be treated as though it were paid on the original due date and no interest shall accrue for the intervening period.

(b) The Notes shall be initially issued in the form of one or more permanent Global Notes, without interest coupons, substantially in the form of Exhibit A. Such Global Notes shall be deposited on behalf of the purchasers of the Notes represented thereby with the Notes Custodian for the Depositary for the accounts of participants in the Depositary, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The aggregate principal amount of a Global Note may from time to time be increased or decreased by adjustments made on the records of the Notes Custodian, as hereinafter provided.

(c) The Notes shall be issuable only in fully registered form, without coupons, and only in denominations of $2,000 or in integral multiples of $1,000 in excess thereof.

(d) Each Global Note shall bear the following legend:

"THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DEPOSITARY"), OR A NOMINEE OF THE DEPOSITARY, WHICH MAY BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS THE OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY 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 IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS

MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, 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, AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF."

(e) The following book-entry provisions shall apply to Global Notes deposited with the Notes Custodian:

(i) Each Global Note initially shall (x) be registered in the name of the Depositary for such Global Note or the nominee of such Depositary and (y) be delivered to the Notes Custodian.

(ii) Except as provided herein, members of, or participants in, the Depositary ("**Agent Members**") shall have no rights under this Indenture with respect to any Global Note held on their behalf by the Depositary or by the Notes Custodian or under such Global Note, and the Depositary may be treated by the Company, the Trustee, the Notes Custodian and any agent of the Company or the Trustee as the absolute owner 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 impair, as between the Depositary and its Agent Members, the operation of customary practices of the Depositary governing the exercise of the rights of a Beneficial Owner of an interest in any Global Note.

(iii) The registered Holder of a Global Note may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action that a Holder is entitled to take under this Indenture or the Notes.

(iv) In connection with the transfer of an entire Global Note to Beneficial Owners pursuant to Section 2.01(f), such Global Note shall be deemed to be surrendered to the Trustee for cancellation, and the Company shall execute,

and the Trustee shall authenticate and deliver, to each Beneficial Owner identified by the Depositary in exchange for its beneficial interest in such Global Note, an equal aggregate principal amount of Definitive Notes of authorized denominations. The definitive securities shall be printed, lithographed or engraved or produced by any combination of these methods, if required by any securities exchange on which the Notes may be listed, on a steel engraved border or steel engraved borders or may be produced in any other manner permitted by the rules of any securities exchange on which the Notes may be listed, all as determined by the officers executing such Notes, as evidenced by their execution of such Notes.

(v) Any Holder of a Global Note shall, by acceptance of such Global Note, agree that transfers of beneficial interests in such Global Note may be effected only through a book-entry system maintained by (a) the Holder of such Global Note (or its agent) or (b) any Holder of a beneficial interest in such Global Note, and that ownership of a beneficial interest in such Global Note shall be required to be reflected in a book entry.

(f) Owners of beneficial interests in Global Notes will not be entitled to receive Definitive Notes; *provided*, *however*, (x) Definitive Notes shall be transferred to all Beneficial Owners in exchange for their beneficial interests in a Global Note if (i) the Depositary notifies the Company that it is unwilling or unable to continue as depositary for such Global Note, or (ii) the Depositary ceases to be a clearing agency registered under the Exchange Act, at a time when the Depositary is required to be so registered in order to act as Depositary, and (y) if an Event of Default has occurred, Definitive Notes shall be transferred to any Beneficial Owner in a minimum denomination of $2,000 or integral multiples of $1,000 in excess thereof in exchange for its beneficial interests in a Global Note upon written request from such Beneficial Owner. The Company shall promptly deliver a copy of any notice referred to in the foregoing sentence to the Trustee.

Section 2.02. *Execution and Authentication.*

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

A Note shall not be valid until an authorized signatory of the Trustee manually authenticates the Note. The signature of the Trustee on a Note shall be conclusive evidence that such Note has been duly and validly authenticated and issued under this Indenture.

The Trustee will, upon receipt of a written order of the Company signed by an Officer of the Company (a "**Company Order**"), authenticate Notes, including any Additional Notes, in an unlimited aggregate principal amount, subject to the provisions of this Indenture. Each Company Order will specify the amount of Notes to be authenticated, the date on which the Notes are to be authenticated and, in the case of Additional Notes, the issue price of such Notes.

The Trustee may appoint an agent (the "**Authenticating Agent**") reasonably acceptable to the Company to authenticate the Notes. Unless limited by the terms of such appointment, any such Authenticating Agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such Authenticating Agent.

In case the Company pursuant to Article 4 shall be consolidated or merged with or into any other Person or shall convey, transfer, lease or otherwise dispose of its properties and assets substantially as an entirety to any Person, and the successor Person resulting from such consolidation, or surviving such merger, or into which the Company shall have been merged, or the Person that shall have received a conveyance, transfer, lease or other disposition as aforesaid, shall have executed an indenture supplemental hereto with the Trustee pursuant to Article 4, any of the Notes authenticated or delivered prior to such consolidation, merger, conveyance, transfer, lease or other disposition may, from time to time, at the request of the successor Person, be exchanged for other Notes executed in the name of the successor Person with such changes in phraseology and form as may be appropriate, but otherwise in substance of like tenor as the Notes surrendered for such exchange and of like principal amount; and the Trustee, upon Company Order of the successor Person, shall authenticate and deliver Notes as specified in such order for the purpose of such exchange. If Notes shall at any time be authenticated and delivered in any new name of a successor Person pursuant to this Section 2.02 in exchange or substitution for or upon registration of transfer of any Notes, such successor Person, at the option of the Holders but without expense to them, shall provide for the exchange of all Notes at the time Outstanding for Notes authenticated and delivered in such new name.

Section 2.03. *Registrar, Conversion Agent and Paying Agent.*

The Trustee shall initially serve as the Registrar, Conversion Agent and Paying Agent for the Notes. The Registrar, the Conversion Agent and the Paying Agent shall each maintain an office or agency in the Borough of Manhattan, New York City. The Registrar shall keep a register of the Notes and of their transfer and exchange (the "**Note Register**"). The Company may have one or more co-registrars and one or more additional conversion agents and paying agents. The term Paying Agent includes any additional paying agents, the term Conversion Agent includes any additional conversion agents and the term Registrar includes any co-registrar. The Company may appoint and change any Paying Agent, Conversion Agent or Registrar without prior notice to any Holder.

The Company shall enter into an appropriate agency agreement with any Registrar, Conversion Agent or Paying Agent not a party to this Indenture, which shall incorporate the terms of the TIA. The agreement shall implement the provisions of this Indenture that relate to such agent. The Company shall notify the Trustee in writing of the name and address of each such agent. If the Company fails to maintain a Registrar, Conversion Agent or Paying Agent, the Trustee shall act as such and shall be entitled to

appropriate compensation therefor pursuant to Section 8.07. The Company or any of its domestically incorporated Subsidiaries may act as Paying Agent, Conversion Agent or Registrar.

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

Section 2.04. *Conversion Agent and Paying Agent to Hold Money and Securities in Trust.*

Except as otherwise provided herein, on or prior to 10:00 a.m. (New York City time) on each due date of payment or settlement date of conversion in respect of any Note, the Company shall deposit with the Paying Agent or Conversion Agent, as applicable, a sum of money (in immediately available funds) and any property due upon conversion sufficient to make such payments or conversion when due. The Company shall require each Paying Agent or Conversion Agent (other than the Trustee) to agree in writing that such Paying Agent or Conversion Agent shall hold in trust for the benefit of Holders or the Trustee all money or property held by such Paying Agent or Conversion Agent for the payment of principal of, interest on, and other payments and conversion in respect of the Notes, and shall notify the Trustee in writing of any default by the Company in making any such payment or conversion. If the Company or a Subsidiary acts as Paying Agent or Conversion Agent, it shall segregate the money or property held by it as Paying Agent or Conversion Agent and hold it as a separate trust fund for the benefit of the Holders of the Notes. The Company at any time may require a Paying Agent or Conversion Agent (other than the Trustee) to pay all money or property held by it to the Trustee and to account for any funds disbursed by such Paying Agent or Conversion Agent. Upon complying with this Section 2.04, the Paying Agent or Conversion Agent (if other than the Company or a Subsidiary) shall have no further liability for the money or property delivered to the Trustee. Upon any bankruptcy, reorganization or similar proceeding with respect to the Company, the Company and any of its Subsidiaries shall not serve as Paying Agent and Conversion Agent for the Notes.

Section 2.05. *Holder Lists.*

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders and shall otherwise comply with TIA § 312(a). If the Trustee is not the Registrar or to the extent otherwise required under the TIA, the Company, on its own behalf, shall furnish to the Trustee, in

writing at least seven Business Days before each Interest Payment Date and at such other times as the Trustee may reasonably request in writing within 15 days, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders and the Company shall otherwise comply with TIA § 312(a).

Section 2.06. *Transfer and Exchange; Restrictions on Transfer.*

(a) The Registrar shall retain copies of all letters, notices and other written communications received pursuant to Section 2.01 or this Section 2.06 until the Notes have matured and been paid in full. The Company shall have the right to inspect and make copies of all such letters, notices or other written communications at any reasonable time during regular business hours upon the giving of reasonable prior written notice to the Registrar.

(b) The following obligations with respect to transfers and exchanges of Notes shall apply:

(i) To permit registrations of transfers and exchanges, the Company shall, subject to the other terms and conditions of this Article 2, execute and the Trustee shall upon receipt of a Company Order, authenticate Definitive Notes and Global Notes at the Registrar's request.

(ii) No service charge shall be made to a Holder for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax, assessments or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charges payable upon exchange or transfer pursuant to Section 3.06).

(iii) Except as provided herein, prior to the due presentation for registration of transfer of any Note, the Company, the Trustee, Paying Agent, the Conversion Agent or the Registrar may deem and treat the Person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Company, the Trustee, the Paying Agent, the Conversion Agent or the Registrar shall be affected by notice to the contrary.

(iv) All Notes issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Notes surrendered upon such transfer or exchange.

(c) Any Note, or Common Stock issued upon the conversion of a Note, that is repurchased or owned by the Company or any Affiliate thereof may not be resold by the Company or such Affiliate unless registered under the Securities Act or resold pursuant

to an exemption from the registration requirements of the Securities Act in a transaction that results in such Notes or Common Stock, as the case may be, not constituting "restricted securities" within the meaning of Rule 144 under the Securities Act.

Section 2.07. *Mutilated, Destroyed, Lost or Stolen Notes.*

If a mutilated Note is surrendered to the Registrar or if the Holder of a Note claims that the Note has been lost, destroyed or wrongfully taken, subject to compliance with the provisions of the next sentence of this Section 2.07, the Company shall issue and the Trustee, upon Company Order, shall authenticate a replacement Note if the requirements of Section 8-405 of the Uniform Commercial Code are met such that the Holder (a) notifies the Company and the Trustee within a reasonable time after such Holder has notice of such loss, destruction or wrongful taking and the Registrar has not registered a transfer prior to receiving such notification, (b) makes such request to the Company prior to the Company having notice that the Note has been acquired by a protected purchaser as defined in Section 8-303 of the Uniform Commercial Code (a "**protected purchaser**") and (c) satisfies any other reasonable requirements of the Company and the Trustee. Such Holder shall furnish an indemnity bond sufficient in the judgment of the Company and the Trustee to protect the Company, the Trustee, the Paying Agent, the Conversion Agent and the Registrar from any loss which any of them may suffer if a Note is replaced. In the absence of notice to the Company, the Trustee, Paying Agent, Conversion Agent or Registrar that such Note has been acquired by a protected purchaser, the Company shall execute and upon Company Order the Trustee shall authenticate and deliver, in exchange for any such mutilated Note or in lieu of any such destroyed, lost or stolen Note, a new Note of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Note has become due and payable at the Stated Maturity or on a Fundamental Change Repurchase Date with respect to a repurchase upon a Fundamental Change, the Company in its discretion, may instead of issuing a new Note, pay the amount due and payable with respect to such Note.

Upon the issuance of any new Note under this Section, 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 (including attorneys' fees and expenses and the fees and expenses of the Trustee) in connection therewith.

Every new Note issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Company and any other obligor upon the Notes, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

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

Section 2.08. *Cancellation.*

The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar, the Paying Agent and the Conversion Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange, payment or conversion. The Trustee and no one else shall cancel and dispose of them in accordance with its customary procedures and upon written request of the Company shall return to the Company all Notes surrendered for registration of transfer, exchange, payment, purchase, conversion or cancellation. All Notes so delivered to the Trustee shall be cancelled promptly by the Trustee. The Company may not issue new Notes to replace Notes it has paid or delivered to the Trustee for cancellation.

At such time as all beneficial interests in a Global Note have either been exchanged for Definitive Notes, transferred, paid, repurchased, converted or canceled, such Global Note shall be returned by the Depositary or the Notes Custodian to the Trustee for cancellation or retained and canceled by the Trustee. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for Definitive Notes, transferred in exchange for an interest in another Global Note, paid, repurchased, converted or canceled, the principal amount of Notes represented by such Global Note shall be reduced and an adjustment shall be made on the Global Note and on the books and records of the Trustee (if it is then the Notes Custodian for such Global Note) with respect to such Global Note, by the Trustee or the Notes Custodian, to reflect such reduction.

Section 2.09. *Payment of Interest; Defaulted Interest.*

Interest on any Note 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 Note (or one or more predecessor Notes) is registered at the close of business on the Regular Record Date for such interest at the office or agency of the Company maintained for such purpose pursuant to Section 2.03.

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

(a) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Notes (or their respective predecessor Notes) are registered

at the close of business on a Special Record Date (as defined below) for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date (not less than 30 days after such notice) of the proposed payment (the "**Special Interest Payment Date**"), and the Company shall make arrangements reasonably satisfactory to the Trustee to deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest on or prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Trustee shall fix a record date (the "**Special Record Date**") for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the Special Interest Payment Date 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 and Special Interest Payment Date therefor, which notice shall be prepared by the Company and shall be in a form reasonably acceptable to the Trustee, to be given in the manner provided for in Section 12.02, 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 and Special Interest Payment Date therefor having been so given, such Defaulted Interest shall be paid on the Special Interest Payment Date to the Persons in whose names the Notes are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following clause (b).

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

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

Section 2.10. *[Reserved]*.

Section 2.11. *Computation of Interest.*

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

Section 2.12. *CUSIP Numbers.*

The Company in issuing the Notes and Common Stock upon conversion of the Notes may use CUSIP numbers (if then generally in use). The Trustee shall not be responsible for the use of CUSIP numbers, and the Trustee makes no representation as to their correctness as printed on any Note, certificate of Common Stock or notice to Holders and that reliance may be placed only on the other identification numbers printed on the Notes. The Company shall promptly notify the Trustee in writing of any change in the CUSIP numbers.

Section 2.13. *Calculations in Respect of the Notes.*

The Company shall be responsible for making all calculations called for under the Notes. These calculations include, but are not limited to, determinations of the Closing Sale Price of the Common Stock in the absence of reported or quoted prices, the Daily VWAPs, the Daily Conversion Values, the Daily Settlement Amounts, any accrued interest payable on the Notes and the Conversion Rate of the Notes. The Company shall make these calculations in good faith and, absent manifest error, such calculations will be final and binding on Holders of the Notes. The Company shall provide to the Trustee a schedule of its calculations, and the Trustee, subject to Sections 8.01 and 8.02, shall be entitled to rely upon the accuracy of such calculations without independent verification. The Trustee shall forward the Company's calculations to any Holder of the Notes upon the request of such Holder.

ARTICLE 3
COVENANTS

Section 3.01. *Payment of Notes.*

The Company will pay or cause to be paid the principal of and interest, if any, on the Notes on the dates and in the manner provided in the Notes. Principal and interest, if any, will be considered paid on the date due if the Paying Agent, if other than the Company or a Subsidiary thereof, holds as of 10:00 a.m. (New York City time) on the due date money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal and interest then due.

The Company will pay interest on overdue principal at the then applicable interest rate on the Notes to the extent lawful; it will pay interest on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful.

Section 3.02. *Maintenance of Office or Agency.*

The Company will maintain in the Borough of Manhattan, New York City, an office or agency (which may be an office of the Trustee or an Affiliate of the Trustee,

Registrar or co-registrar) where Notes may be surrendered for registration of transfer, exchange or conversion and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. 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 fails to maintain any such required office or agency or fails 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.

The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided*, *however*, that no such designation or rescission will in any manner relieve the Company of its obligation to maintain an office or agency in the Borough of Manhattan, New York City, for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Company hereby designates the Corporate Trust Office of the Trustee as one such office or agency of the Company.

Section 3.03. *Compliance Certificate.*

The Company shall deliver to the Trustee within 120 days after the end of each fiscal year of the Company an Officers' Certificate, one of the signatories of which shall be the chief executive officer, chief financial officer or chief accounting officer of the Company, stating that in the course of the performance by the signer of his or her duties as an Officer of the Company, he or she would normally have knowledge of any Default and whether or not such signer knows of any Default that occurred during such period. If such signer does have knowledge of a Default, the certificate shall describe the Default, its status 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 TIA.

The Company shall deliver to the Trustee, as soon as possible and in any event within five days after the Company becomes aware of the occurrence of any Default or Event of Default, an Officers' Certificate setting forth the details of such Default or Event of Default and the action that the Company is taking or proposes to take with respect thereto.

Section 3.04. *Reservation of Common Stock.*

The Company shall at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued Common Stock or shares held in treasury by the Company, for the purpose of effecting the conversion of Notes, the full number of shares of Common Stock then issuable upon the conversion of all Outstanding Notes (assuming that Physical Settlement were applicable).

Section 3.05. *Issuance of Shares.*

All shares of Common Stock delivered upon conversion of the Notes shall be newly issued shares or shares held in treasury by the Company, shall have been duly authorized and validly issued and shall be fully paid and nonassessable, and shall be free from preemptive rights and free of any Lien or adverse claim.

Section 3.06. *Transfer Taxes.*

If a Holder converts Notes for shares of Common Stock, the Company will pay any and all documentary, stamp or similar issue or transfer tax due on the issue of any shares of Common Stock upon the conversion. The Company shall not, however, be required to pay any tax or duty that may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in a name other than that of the Holder of the Note or Notes to be converted, and no such issue or delivery shall be made unless and until the Person requesting such issue has paid to the Company the amount of any such tax or duty, or has established to the satisfaction of the Company that such tax or duty has been paid.

Section 3.07. *Reports.*

So long as any Notes are Outstanding, the Company shall (i) file with the Commission within the time periods prescribed by its rules and regulations and (ii) furnish to the Trustee and the Holders of the Notes within 15 days after the date on which the Company would be required to file the same with the Commission pursuant to its rules and regulations (giving effect to any grace period provided by Rule 12b-25 under the Exchange Act), all quarterly and annual financial information required to be contained in Forms 10-Q and 10-K and, with respect to the annual consolidated financial statements only, a report thereon by the Company's independent auditors. The Company shall not be required to file any report or other information with the Commission if the Commission does not permit such filing, although such reports shall be required to be furnished to the Trustee. Documents filed by the Company with the Commission via the EDGAR system shall be deemed furnished to the Trustee and the Holders of the Notes as of the time such documents are filed via EDGAR.

ARTICLE 4
SUCCESSORS

Section 4.01. *Merger, Consolidation, or Sale of Assets.*

The Company shall not, directly or indirectly, consolidate with or merge into any other Person in a transaction in which the Company is not the surviving corporation or convey, transfer or lease the properties and assets of the Company substantially as an entirety to any successor Person, unless:

(a) the successor Person, if any, is:

(i) a corporation organized and existing under the laws of the United States, any state of the United States, or the District of Columbia, and

(ii) such Person assumes the Company's obligations on the Notes and under this Indenture pursuant to agreements reasonably satisfactory in form and substance to the Trustee;

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

(c) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger, conveyance, transfer or lease and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, comply with this Article 4 and that all conditions precedent herein provided for relating to such transaction have been satisfied.

Section 4.02. *Successor Corporation Substituted.*

Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the properties or assets of the Company in a transaction that is subject to, and that complies with the provisions of, Section 4.01 hereof, the successor Person formed by such consolidation with or into which the Company is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, the provisions of this Indenture referring to the "**Company**" shall refer instead to the successor Person and not to the Company), and may exercise every right and power of the Company under this Indenture with the same effect as if such successor Person had been named as the Company herein; and thereafter, except in the case of a lease, the Company shall be discharged from all obligations and covenants under this Indenture and the Notes.

ARTICLE 5
[RESERVED]

ARTICLE 6
CONVERSION OF NOTES

Section 6.01. *Conversion Right and Conversion Rate.*

(a) Subject to and upon compliance with the provisions of this Article 6, at the option of the Holder thereof, at any time prior to the close of business on the Business Date immediately preceding the date of

Stated Maturity, unless earlier repurchased, any portion of the principal amount of any Note that is an integral multiple of $1,000 (*provided that* the principal amount of such Note to remain Outstanding after such conversion is equal to $2,000 or any integral multiple of $1,000 in excess thereof) may be converted at a conversion rate (herein called the "**Conversion Rate**"), determined as hereinafter provided, in effect at the time of conversion. The Conversion Rate shall be initially 49.5872 shares of Common Stock for each $1,000 principal amount of Notes. The Conversion Rate will be adjusted under the circumstances provided in Section 6.05.

(b) If any Holder has submitted Notes for repurchase upon a Fundamental Change in accordance with Article 11 hereof, such Notes submitted for repurchase may be converted only if such Holder withdraws the election for repurchase in accordance with Section 11.07 hereof.

(c) All calculations under this Article shall be made to the nearest cent or to the nearest 1/10,000th of a share, as the case may be.

Section 6.02. *Conversion Consideration.*

(a) Subject to this Section 6.02 and Section 6.08, upon conversion of any Note, the Company shall pay or deliver, as the case may be, to the converting Holder, in respect of each $1,000 principal amount of Notes being converted, cash ("**Cash Settlement**"), shares of Common Stock, together with cash, if applicable, in lieu of delivering any fractional share of Common Stock in accordance with Section 6.04 ("**Physical Settlement**") or a combination of cash and shares of Common Stock, together with cash, if applicable, in lieu of delivering any fractional share of Common Stock in accordance with Section 6.04 ("**Combination Settlement**"), at its election, as set forth in this Section 6.02.

(i) All conversions for which the relevant Conversion Date occurs on or after the Final Period Start Date shall be settled using the same Settlement Method.

(ii) Except for any conversions for which the relevant Conversion Date occurs on or after the Final Period Start Date, the Company shall use the same Settlement Method for all conversions with the same Conversion Date, but the Company shall not have any obligation to use the same Settlement Method with respect to conversions with different Conversion Dates.

(iii) If, in respect of any Conversion Date (or the period described in the third immediately succeeding set of parentheses, as the case may be), the Company elects to deliver a notice (the "**Settlement Notice**") of the relevant Settlement Method in respect of such Conversion Date (or such period, as the case may be), the Company, through the Trustee, shall deliver such Settlement Notice to converting Holders no later than the close of business on the Trading Day immediately following the relevant Conversion Date (or, in the case of any

conversions for which the relevant Conversion Date occurs on or after the Final Period Start Date, no later than the Final Period Start Date). If the Company does not elect a Settlement Method prior to the deadline set forth in the immediately preceding sentence, the Company shall no longer have the right to elect Cash Settlement or Physical Settlement and the Company shall be deemed to have elected Combination Settlement in respect of its conversion obligations, and the Specified Dollar Amount per $1,000 principal amount of Notes shall be equal to $1,000 (or, if the relevant Conversion Date occurs on or after the Final Period Start Date, $0). Such Settlement Notice shall specify the relevant Settlement Method and in the case of an election of Combination Settlement, the relevant Settlement Notice shall indicate the Specified Dollar Amount per $1,000 principal amount of Notes. If the Company delivers a Settlement Notice electing Combination Settlement but does not indicate a Specified Dollar Amount per $1,000 principal amount of Notes in such Settlement Notice, the Specified Dollar Amount per $1,000 principal amount of Notes shall be deemed to be $1,000 (or, if the relevant Conversion Date occurs on or after the Final Period Start Date, $0).

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

(A) if the Company elects to satisfy its conversion obligation in respect of such conversion by Physical Settlement, the Company shall deliver to the converting Holder in respect of each $1,000 principal amount of Notes being converted a number of shares of Common Stock equal to the Conversion Rate in effect on the Conversion Date;

(B) if the Company elects to satisfy its conversion obligation in respect of such conversion by Cash Settlement, (x) if the relevant Conversion Date occurs prior to the Final Period Start Date, the Company shall pay to the converting Holder in respect of each $1,000 principal amount of Notes being converted cash in an amount equal to the sum of the Daily Conversion Values for each of the 20 consecutive Trading Days during the related Observation Period or (y) if the relevant Conversion Date occurs on or after the Final Period Start Date, the Company shall pay to the converting Holder in respect of each $1,000 principal amount of Notes being converted cash in an amount equal to (I) $1,000, no later than the Stated Maturity, *plus* (II) the sum of the Daily Conversion Values, if any, for each of the 20 consecutive Trading Days during the related Observation Period, no later than the third Business Day following the last Trading Day of the related Observation Period; and

(C) if the Company elects (or is deemed to have elected) to satisfy its conversion obligation in respect of such conversion by Combination Settlement, (x) if the relevant Conversion Date occurs prior to the Final Period Start Date, the Company shall pay or deliver, as the case may be, in respect of each $1,000 principal amount of Notes being converted, a Settlement Amount equal to the sum of the Daily Settlement Amounts for each of the 20 consecutive Trading Days during the related Observation Period or (y) if the relevant Conversion Date occurs on or after the Final Period Start Date, the Company shall pay or deliver, as the case may be, in respect of each $1,000 principal amount of Notes being converted, a Settlement Amount equal to (I) $1,000, no later than the Stated Maturity, *plus* (II) the sum of the Daily Settlement Amounts, if any, for each of the 20 consecutive Trading Days during the related Observation Period, no later than the third Business Day following the last Trading Day of the related Observation Period.

(v) The Daily Settlement Amounts (if applicable) and the Daily Conversion Values (if applicable) shall be determined by the Company promptly following the last day of the Observation Period. Promptly after such determination of the Daily Settlement Amounts or the Daily Conversion Values, as the case may be, and the amount of cash payable in lieu of delivering any fractional share of Common Stock, the Company shall notify the Trustee and the

Conversion Agent (if other than the Trustee) of the Daily Settlement Amounts or the Daily Conversion Values, as the case may be, and the amount of cash payable in lieu of delivering fractional shares of Common Stock. The Trustee and the Conversion Agent (if other than the Trustee) shall have no responsibility for any such determination.

(b) When a Holder receives any Common Stock upon conversion of Notes, such Holder will also receive any rights under any stockholder rights plan that the Company may adopt, whether or not the rights have separated from the Common Stock at the time of conversion unless, prior to conversion, the rights have expired, terminated or been exchanged.

Section 6.03. *Exercise of Conversion Right.*

(a) In order to exercise the conversion right:

(i) the Holder of any Definitive Note to be converted must: (i) complete and manually sign a notice of conversion substantially in the form of Exhibit B hereto (the "**Conversion Notice**"); (ii) deliver the Conversion Notice and the Definitive Note to the Conversion Agent; and (iii) if required by the Company, the Trustee or the Conversion Agent, furnish appropriate endorsements and transfer documents; or

(ii) the holder of beneficial interests in any Global Note to be converted must comply with the Applicable Procedures to cause the beneficial interests in such Global Note to be delivered to the Conversion Agent,

and in either case, the Holder of a Definitive Note or holder of beneficial interests in a Global Note will, if required, pay all transfer or similar taxes that the Company is not otherwise required to pay pursuant to Section 3.06 hereof and, if required pursuant to Section 6.03(b) hereof, pay funds equal to the interest payable on the next Interest Payment Date.

The date on which a Holder of a Definitive Note or holder of a beneficial interest in a Global Note completes the requirements of this Section 6.03(a) shall be deemed to be the date of conversion (the "**Conversion Date**") for purposes of this Article 6. On and after the Conversion Date, the conversion by such Holder or holder, as set forth in the Conversion Notice, shall become irrevocable.

Except as set forth in Section 6.08, the Company shall pay or deliver, as the case may be, the consideration due in respect of any conversion no later than the third Business Day following the relevant Conversion Date, if the Company elects Physical Settlement, or, in the case of any other Settlement Method, (i) if the relevant Conversion Date occurs prior to the Final Period Start Date, the Company shall pay or deliver, as the case may be, the consideration due in respect of any conversion no later than the third Business Day following the last Trading Day of the relevant Observation Period, or (ii) if the relevant Conversion Date occurs on or after the Final Period Start Date, the Company shall pay or deliver, as the case may be, for each $1,000 principal amount of Notes being converted, $1,000 in cash no later than the Stated Maturity and the Daily Conversion Values or Daily Settlement Amounts, as applicable, no later than the third Business Day following the last Trading Day of the relevant Observation Period. Notwithstanding anything to the contrary, the Company shall pay or deliver the consideration due in respect of any conversion as set forth herein, regardless of whether the due date therefor occurs after the Stated Maturity.

(b) Each Definitive Note surrendered (in whole or in part), or beneficial interest in any Global Note surrendered to the Conversion Agent, for conversion during a Record Date Period shall be accompanied by payment by the Holder in same-day funds or other funds acceptable to the Company of an amount equal to the interest payable on the applicable Interest Payment Date on the principal amount of such Note (or part thereof, as the case may be) being surrendered for conversion; *provided*, *however*, that no such payment by the Holder need be made (i) if the Company has specified a Fundamental Change Repurchase Date during such Record Date Period or on the corresponding Interest Payment Date; (ii) with respect to any Notes surrendered for conversion following the Regular Record Date for the payment of interest immediately preceding the Stated Maturity; or (iii) only to the extent of overdue interest, if any overdue interest exists at the time of conversion with respect to such Note.

The interest payable by the Company on such Interest Payment Date with respect to any Note (or portion thereof, if applicable) that is surrendered for conversion during a Record Date Period shall be paid to the Holder of such Note as of such Regular Record Date in an amount equal to the interest that would have been payable on such Note if such Note had been converted as of the close of business on the applicable Interest Payment Date.

Except as provided in this Section 6.03(b), no cash payment or adjustment to the Conversion Rate shall be made upon any conversion on account of any interest accrued from the Interest Payment Date immediately prior to the Conversion Date, in respect of any Note (or part thereof, as the case may be) surrendered for conversion, or on account of any dividends on the Common Stock issued upon conversion. The Company's payment and delivery, as the case may be, to the Holder of the cash and/or shares of Common Stock, as the case may be, into which a Note is convertible as set forth in Section 6.02 will be deemed to satisfy all of the Company's obligations with respect to such Note through the Conversion Date. Accordingly, accrued but unpaid interest, if any, will be deemed to be paid in full rather than canceled, extinguished or forfeited.

(c) Notes shall be deemed to have been converted immediately prior to the close of business on the relevant Conversion Date, and at such time the rights of the Holders of such Notes as Holders shall cease (except to receive the consideration due in respect of any conversion as set forth herein, regardless of whether the due date therefor occurs after the Stated Maturity). The Person or Persons entitled to receive any shares of Common Stock issuable upon conversion shall be treated for all purposes as the record holder or holders of such Common Stock on the relevant Conversion Date (if the Company elects to satisfy the related conversion obligation by Physical Settlement) or the last Trading Day of the relevant Observation Period (if the Company elects to satisfy the related conversion obligation by Combination Settlement), as the case may be. Following any Conversion Date, the Company shall satisfy its obligations with respect to such conversion by either:

(i) delivering to the Trustee, for delivery to the Holder (or such other Person as may be named in the relevant Conversion Notice), the cash payable and/or certificates representing the number of shares of Common Stock issuable, as applicable, upon such conversion; or

(ii) delivering to such Holder (or such other Person as may be named in the relevant Conversion Notice) such cash payable and/or such number of shares of Common Stock issuable, as applicable, upon such conversion in accordance with the Applicable Procedures

(in each case, such delivery of shares and/or payment of cash, as applicable, the "**Settlement**"); *provided* that shares of Common Stock only will be deliverable in certificated form if the Holder exercising such conversion has specifically requested in writing that delivery be in certificates.

(d) In the case of any Note that is converted in part only, upon such conversion the Company shall execute and, upon Company Order, the Trustee shall authenticate and deliver to the Holder thereof, at the expense of the Company, a new Note or Notes of authorized denominations in an aggregate principal amount equal to the unconverted portion of the principal amount of such Note.

Section 6.04. *Fractions of Shares.*

No fractional shares of Common Stock shall be issued upon conversion of any Note or Notes. If Combination Settlement applies to the conversion of any Note, the number of full shares that shall be issuable upon conversion thereof shall be computed on the basis of the aggregate Daily Settlement Amounts for the relevant Observation Period, and if more than one Note shall be surrendered for conversion at one time by the same Holder, the number of full shares that shall be issuable upon conversion thereof shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof) so surrendered. Instead of any fractional share of Common Stock (calculated to the nearest 1/10,000th of a share) that would otherwise be issuable upon conversion of any Note or Notes (or specified portions thereof), the Company shall calculate and pay a cash amount equal to the product of such fraction of a share and the Closing Sale Price on (a) the Trading Day immediately preceding the relevant Conversion Date (in the case of Physical Settlement) or (b) the last Trading Day of the relevant Observation Period (in the case of Combination Settlement).

Section 6.05. *Adjustment of Conversion Rate.*

(a) The Conversion Rate shall be subject to adjustment, without duplication, from time to time upon the occurrence of any of the following:

(i) Stock Dividends in Common Stock.

In case the Company shall pay or make a dividend or other distribution on shares of Common Stock, payable exclusively in shares of Common Stock, the Conversion Rate shall be increased by dividing the Conversion Rate in effect immediately prior to the opening of business on the ex-dividend date for such dividend or other distribution by an adjustment factor equal to a fraction:

(A) the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to the opening of business on the ex-dividend date for such dividend or other distribution; and

(B) the denominator of which shall be the sum of such number of shares and the total number of shares constituting such dividend or other distribution,

such increase to become effective immediately after the opening of business on the ex-dividend date for such dividend or other distribution. If, after any record date fixed for determination, any dividend or distribution is not in fact paid, the Conversion Rate shall be immediately readjusted, effective as of the date the Company's Board of Directors determines not to pay such dividend or distribution, to the Conversion Rate that would have been in effect if such determination date had not been fixed. For the purposes of this clause (i), the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Company. The Company will not pay any dividend or make any distribution on shares of Common Stock held in the treasury of the Company.

(ii) Issuance of Rights or Warrants.

In case the Company shall issue to all or substantially all holders of its Common Stock rights or warrants that allow the holders to purchase or subscribe for shares of Common Stock for a period expiring within 60 days from the date of issuance of the rights or warrants at a price per share less than the Current Market Price on the record date fixed for the determination of stockholders entitled to receive such rights or warrants (other than (x) any rights or warrants that by their terms would also be issued to any Holder upon conversion of a Note into shares of Common Stock, if Physical Settlement applied, without any action required by the Company or any other Person or (y) any rights or warrants are distributed to stockholders of the Company upon a merger or consolidation as set forth in Section 6.08 hereof, and taking into consideration in determining the price per share any consideration received by the Company for such rights or warrants and any amount payable on exercise or conversion thereof, with the value of such consideration, if other than cash, to be determined by the Company), then the Conversion Rate shall be increased by dividing the Conversion Rate in effect immediately prior to the opening of business on the ex-dividend date for such issuance by an adjustment factor equal to a fraction:

(A) the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to the opening of business on ex-dividend date for such issuance *plus* the number of shares of Common Stock that the aggregate of the offering price of the total number of shares of Common Stock so offered for subscription or purchase would purchase at such Current Market Price; and

(B) the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to the opening of business on the ex-dividend date for such issuance *plus* the number of shares of Common Stock so offered for subscription or purchase,

such increase to become effective immediately after the opening of business on the ex-dividend date for such issuance. If, after any record date fixed for determination, any such rights or warrants are not in fact issued, or are not exercised prior to the expiration thereof, the Conversion Rate shall be immediately readjusted, effective as of the date such rights or warrants expire, or the date the Company's Board of Directors determines not to issue such rights or warrants, to the Conversion Rate that would have been in effect if the unexercised rights or warrants had never been granted or such determination date had not been fixed, as the case may be, and as a result no additional shares are delivered or issued pursuant to such rights or warrants. For the purposes of this clause (ii), the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Company. The Company will not issue any rights or warrants in respect of shares of Common Stock held in the treasury of the Company.

(iii) Stock Splits and Combinations.

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

(iv) Distribution of Indebtedness, Securities or Assets.

In case the Company shall distribute by dividend or otherwise to all or substantially all holders of its Common Stock evidences of its indebtedness, securities, assets or rights, options or warrants to purchase the Company's securities (*provided that* if these rights are only exercisable upon the occurrence of a specified triggering event or events ("**Trigger Event**"), then the Conversion Rate will not be adjusted until the Trigger Events occur, and any shares of Common Stock delivered upon conversion of the Notes at any time following distribution of such rights, options or warrants but prior to the expiration thereof or the occurrence of a Trigger Event shall be accompanied by a corresponding amount of such rights, options or warrants), but excluding:

(A) any dividends or distributions as to which an adjustment was effected pursuant to clause (i) of this Section 6.05(a);

(B) any rights or warrants as to which an adjustment was effected pursuant to clause (ii) of this Section 6.05(a); and

(C) any dividends or distributions paid exclusively in cash described in clause (vi) of this Section 6.05(a)

(the "**Distributed Assets**"), then (other than in the case as described in clause (v) of this Section 6.05(a)) the Conversion Rate shall be increased so that the same shall equal the rate determined by multiplying the Conversion Rate in effect immediately prior to the opening of business on the ex-dividend date for such distribution by an adjustment factor equal to a fraction:

(A) the numerator of which shall be the Current Market Price of Common Stock; and

(B) the denominator of which shall be the Current Market Price of Common Stock *minus* the Fair Market Value, as determined by the Company's Board of Directors, whose determination in good faith shall be conclusive and described in a Board Resolution delivered to the Trustee and certified by the Secretary or an Assistant Secretary of the Company, of the portion of those Distributed Assets applicable to one share of Common Stock,

such adjustment to become effective immediately after the opening of business on the ex-dividend date for such distribution. If after any record date fixed for determination, any such distribution is not in fact made, the Conversion Rate shall be immediately readjusted, effective as of the date the Company's Board of Directors determines not to make such distribution, to the Conversion Rate that would have been in effect if such determination date had not been fixed.

Notwithstanding the foregoing, in cases where (A) the Fair Market Value per share of the Distributed Assets equals or exceeds the Current Market Price of the Common Stock, or (B) the Current Market Price of the Common Stock exceeds the Fair Market Value per share of the Distributed Assets by less than $1.00, in lieu of the adjustment set forth in this Section 6.05(a)(iv), Holders will receive upon conversion, in addition to any cash and/or shares of Common Stock, as the case may be, the amount and kind of Distributed Assets such Holders would have received upon conversion of such Holders' Notes if they had been converted immediately prior to the record date for such distribution and Physical Settlement had applied to such conversion.

(v) Spin-Offs.

In case the Company shall distribute to all or substantially all holders of its Common Stock shares of Capital Stock of any class or series, or similar Equity Interests, of or relating to a Subsidiary or other business unit, which Capital Stock is or Equity Interests are traded on The NASDAQ Global Select Market, The NASDAQ Global Market, the New York Stock Exchange or another U.S. national securities exchange or

quoted on an established automated over-the-counter trading market in the United States (a "**Spin-off**"), then the Conversion Rate shall be increased so that the same shall equal the rate determined by multiplying the Conversion Rate in effect immediately prior to the opening of business on the ex-dividend date for the Spin-Off by an adjustment factor equal to a fraction:

(A) the numerator of which is the Current Market Price of the Common Stock, *plus* the average of the Closing Sale Prices of the Capital Stock or similar Equity Interests distributed to holders of Common Stock applicable to one share of Common Stock over the ten consecutive Trading Days immediately following, and including, the ex-dividend date for the Spin-Off; and

(B) the denominator of which is the Current Market Price of the Common Stock.

The adjustment to the Conversion Rate pursuant to this Section 6.05(a)(v) shall be made after the opening of business on the day after the tenth Trading Day from, and including, the ex-dividend date of the Spin-Off, but shall be given effect as of immediately prior to the opening of business on the ex-dividend date for the Spin-Off; *provided that* the Company may delay delivery of any incremental cash and/or shares of its Common Stock, as the case may be, due upon conversion until the information required for the calculation set forth in this Section 6.05(a)(v) becomes available, if it is not available at the time at which Settlement of a given conversion is to occur.

(vi) Cash Distributions.

In case the Company shall pay a dividend or make a distribution consisting exclusively of cash to all or substantially all holders of outstanding shares of Common Stock, then the Conversion Rate shall be increased so that the same shall equal the rate determined by multiplying the Conversion Rate in effect immediately prior to the opening of business on the ex-dividend date for such distribution by an adjustment factor equal to a fraction:

(A) the numerator of which shall be equal to the Current Market Price; and

(B) the denominator of which shall be equal to the Current Market Price *minus* the amount per share of such distribution,

such adjustment to become effective immediately after the opening of business on the ex-dividend date for such distribution.

Notwithstanding the foregoing, in cases where (A) the per share amount of such distribution equals or exceeds the Current Market Price of the Common Stock, or (B) the Current Market Price of the Common Stock exceeds the per share amount of such distribution by less than $1.00, in lieu of the adjustment set forth in this Section

6.05(a)(vi), Holders will receive upon conversion, in addition to any cash and/or shares of Common Stock, as the case may be, such distribution such Holders would have received upon conversion of such Holders' Notes if they had been converted immediately prior to the record date for such distribution and Physical Settlement had applied to such conversion.

(vii) Tender or Exchange Offers.

In case the Company or any Subsidiary shall make a payment in respect of a tender offer or exchange offer for any portion of the Common Stock, in which event, to the extent the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Closing Sale Price of the Common Stock on the Trading Day immediately following the last date on which tenders or exchanges may be made pursuant to such tender offer or exchange offer (the "**Expiration Date**"), as the case may be, then the Conversion Rate shall be adjusted so that the same shall equal the rate determined by multiplying the Conversion Rate immediately prior to the opening of business on the Trading Day following the Expiration Date by an adjustment factor equal to a fraction:

(A) the numerator of which shall be equal to the sum of (a) the Fair Market Value, as determined by the Board of Directors of the Company, whose determination in good faith shall be conclusive and described in a Board Resolution delivered to the Trustee and certified by the Secretary or Assistant Secretary of the Company, of the aggregate consideration payable for all shares of Common Stock purchased by the Company in the tender or exchange offer and (b) the product of (i) the number of shares of Common Stock outstanding *less* any such purchased shares and (ii) the Closing Sale Price of the Common Stock on the Trading Day immediately following the Expiration Date; and

(B) the denominator of which shall be equal to the product of (a) the number of shares of Common Stock outstanding, including any such purchased shares, and (b) the Closing Sale Price of the Common Stock on the Trading Day immediately following the Expiration Date.

The adjustment pursuant to this clause (vii) will become effective immediately after the opening of business on the second Trading Day following the Expiration Date.

(viii) Repurchases.

In case the Company or any of its Subsidiaries shall make a payment in respect of a repurchase of Common Stock the consideration for which exceeds the average of the Closing Sale Prices of the Common Stock for the five consecutive Trading Days ending on the relevant repurchase date (such amount, the "**Repurchase Premium**"), and that repurchase, together with any other repurchases of Common Stock by the Company or any Subsidiary involving a Repurchase Premium concluded within the preceding twelve months not triggering an adjustment to the Conversion Rate, results in the payment by the

Company of an aggregate consideration exceeding an amount equal to 10% of the Market Capitalization of the Common Stock, then the Conversion Rate shall be adjusted so that the same shall equal the rate determined by multiplying the Conversion Rate immediately prior to the opening of business on the day immediately following the date of the repurchase triggering the adjustment by an adjustment factor equal to a fraction:

(A) the numerator of which shall be equal to the Current Market Price of the Common Stock; and

(B) the denominator of which shall be equal to (a) the Current Market Price of the Common Stock *minus* (b) the quotient of (i) the aggregate amount of all the Repurchase Premiums paid in connection with such repurchases and (ii) the number of shares of Common Stock outstanding on the day immediately following the date of the repurchase triggering the adjustment, as determined by the Board of Directors of the Company, whose determination in good faith shall be conclusive;

provided that no adjustment to the Conversion Rate shall be made to the extent the Conversion Rate is not increased as a result of the above calculation; and *provided, further,* that the repurchases of Common Stock effected by the Company or its agent in conformity with Rule 10b-18 under the Exchange Act will not be included in any adjustment to the Conversion Rate made pursuant to this Section 6.05(a)(viii).

If a payment by the Company shall cause an adjustment to the Conversion Rate under both clause (vii) and clause (viii) of this Section 6.05(a), the provisions of Section 6.05(a)(viii) shall control.

The adjustment to the Conversion Rate pursuant to this Section 6.05(a)(viii) shall be made after the opening of business on the day after the fifth Trading Day beginning on the Trading Day following the date of the repurchase triggering the adjustment, but shall be given effect as of the close of business on the date of the repurchase triggering the adjustment.

If any distribution or transaction described in clauses (i) through (viii) of this Section 6.05(a) has not resulted in an adjustment to the Conversion Rate applicable to conversion of a given Note but any shares of the Common Stock deliverable in respect of such conversion are not entitled to participate in the relevant distribution or transaction (because such shares were not held on a related record date or otherwise), then the Company shall adjust the number of shares that it will deliver in respect of such conversion to reflect the relevant distribution or transaction.

If any provision of this Indenture requires the averaging or summation of Closing Sale Prices (including in connection with determining a Current Market Price), Daily VWAPs, Daily Conversion Values or Daily Settlement Amounts or any functions thereof over a span of multiple days, the Company's Board of Directors shall make appropriate adjustments to such Closing Sale Prices, Daily VWAPs, Daily Conversion Values, Daily

Settlement Amounts or functions thereof or the Conversion Rate to account for any adjustment to the Conversion Rate that becomes effective, or any event requiring an adjustment to the Conversion Rate in which the ex-dividend date of the event occurs, at any time during the period over which such average or summation is to be calculated.

(b) *Listing Standards Limitation*. Notwithstanding the above, certain listing standards of the New York Stock Exchange may limit the amount by which the Company may increase the Conversion Rate pursuant to the events described in Section 6.05(a)(ii), Section 6.05(a)(iv), Section 6.05(a)(v), Section 6.05(a)(vi), Section 6.05(a)(vii), Section 6.05(a)(viii) and Section 6.05(f). These standards generally require the Company to obtain the approval of its stockholders before entering into certain transactions that potentially result in the issuance of 20% or more of Common Stock outstanding at an effective price less than the greater of book or market value (determined in accordance with applicable guidelines of the New York Stock Exchange) unless the Company obtains stockholder approval of issuances in excess of such limitations. The Company will not enter into any transaction, or take any other voluntary action, that would require an increase of the Conversion Rate resulting in the Notes becoming convertible into a number of shares of Common Stock in excess of any limitations imposed by the continued listing standards of the New York Stock Exchange, without complying, if applicable, with the stockholder approval rules contained in such listing standards. In accordance with such listing standards, the provisions of this paragraph will apply at any time when the Notes are Outstanding, regardless of whether the Company then has a class of securities listed on the New York Stock Exchange.

(c) *No Adjustment*. For the avoidance of doubt, except as provided above, no adjustment in the Conversion Rate shall be required:

(i) upon the issuance of (A) any shares of Common Stock or (B) options, warrants or other rights to acquire Common Stock (including the issuance of Common Stock pursuant to such options, warrants or other rights), in any transaction resulting in an exchange for Fair Market Value, including in connection with a reduction of indebtedness or liabilities of the Company or its Subsidiaries including, without limitation, upon the conversion of convertible securities of the Company outstanding on October 18, 2010 or pursuant to settlements with respect to claims related to any governmental or private litigation, dispute, investigation, proceeding or other similar action;

(ii) upon the issuance of any shares of Common Stock pursuant to any present or future plan or similar arrangement providing for the reinvestment of dividends or interest payable on the Company’s securities and the investment of additional optional amounts in shares of Common Stock under any such plan or arrangement;

(iii) upon the issuance of any shares of Common Stock or options or rights to purchase such shares pursuant to any present or future employee, director

or consultant benefit plan or program or similar arrangement of, or assumed by, the Company or any of its Subsidiaries;

(iv) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in clause (iii) of this Section 6.05(c) and outstanding as of October 18, 2010;

(v) for a change in the par value of the Common Stock; or

(vi) for accrued and unpaid interest, if any.

In addition, the Company will not be required to make an adjustment in the Conversion Rate unless the adjustment would require a change of at least 1% in the Conversion Rate. The Company shall carry forward any adjustment that is less than 1% of the Conversion Rate, take such carried-forward adjustments into account in any subsequent adjustments, and make such carried-forward adjustments, regardless of whether the aggregate adjustment is less than 1%, (a) annually on the anniversary of October 18, 2010 and (b) otherwise (1) five Business Days prior to the Stated Maturity of the Notes or (2) prior to any Conversion Date (in the case of Physical Settlement of the relevant conversion) or each Trading Day of the applicable Observation Period (in the case of Combination Settlement or Cash Settlement of the relevant conversion), unless such adjustment has already been made.

No adjustment will be made to the Conversion Rate or a Holder's ability to convert the Notes if (i) such Holder otherwise participates (as a result of holding Notes) in a transaction that would otherwise trigger an adjustment pursuant to Section 6.05(a) without converting; or (ii) upon conversion, such Holder receives shares of Common Stock entitled to participate in the transaction that would otherwise trigger an adjustment as pursuant to Section 6.05(a).

(d) *Increase in Conversion Rate due to Taxes*. The Company may make such increases in the Conversion Rate, for the remaining term of the Notes or any shorter term, in addition to those required by clause (a) of this Section 6.05, as the Board of Directors of the Company considers to be advisable in order to avoid or diminish any income tax to any holders of shares of Common Stock or rights to purchase Common Stock resulting from any dividend or distribution of stock or issuance of rights or warrants to purchase or subscribe for stock or from any event treated as such for income tax purposes.

(e) *Temporary Increase in Conversion Rate*. To the extent permitted by applicable law and the rules of the New York Stock Exchange and any other securities exchange on which the Common Stock is then listed, the Company from time to time may increase the Conversion Rate by any amount for any period of time if the period is at least twenty (20) Business Days, the increase is irrevocable during such period, and the Company's Board of Directors shall have made a determination that such increase would be in the best interests of the Company, which determination shall be conclusive.

Whenever the Conversion Rate is increased pursuant to the preceding sentence, the Company shall give written notice of the increase to the Holders in the manner provided in Section 12.02, with a copy to the Trustee and Conversion Agent, at least fifteen (15) days prior to the date the increased Conversion Rate takes effect, and such notice shall state the increased Conversion Rate and the period during which it will be in effect.

(f) *Make-whole Fundamental Change Adjustment*. In case of a Make-whole Fundamental Change, solely upon receipt by the Conversion Agent of any Holder's Conversion Notice on or after the Effective Date of the Make-whole Fundamental Change and prior to the 45th day following such Effective Date (or, if earlier and to the extent applicable, the close of business on the second Business Day immediately preceding the Fundamental Change Repurchase Date (as specified in the Fundamental Change Repurchase Right Notice)), the Company shall increase the Conversion Rate for the Notes surrendered for conversion by such Holder by the number of Additional Shares determined in accordance with this Section 6.05(f).

A "**Make-whole Fundamental Change**" means any transaction or event described in clause (2), (3) or (4) of the definition of a Fundamental Change (including, for this purpose, any transaction or event described in clause (3) thereof as if such clause did not include clause (b) thereto), other than any such transaction or event pursuant to which at least 90% of the consideration paid for the Common Stock (excluding cash payments for fractional shares and cash payments made pursuant to dissenters' appraisal rights) consists of shares of Capital Stock traded on The NASDAQ Global Select Market, The NASDAQ Global Market, the New York Stock Exchange or another U.S. national securities exchange or quoted on an established automated over-the-counter trading market in the United States (or that will be so traded or quoted immediately following the transaction) and as a result of such transaction or transactions such Capital Stock and such other consideration received in connection with such transaction or transactions become Reference Property. The number of Additional Shares will be determined by reference to the table below.

The following table sets forth the number of Additional Shares by which the Conversion Rate will be increased as a result of a Make-whole Fundamental Change occurring in the corresponding period:

	Stock Price ($)													
Effective Date	**$15.22**	**$20.00**	**$25.00**	**$30.00**	**$35.00**	**$40.00**	**$45.00**	**$50.00**	**$55.00**	**$60.00**	**$65.00**	**$75.00**	**$85.00**	**$100.00**
October 15, 2016	16.11	6.30	3.14	2.02	1.52	1.23	1.03	0.87	0.75	0.64	0.56	0.42	0.31	0.19
October 15, 2017	16.11	4.50	1.64	0.99	0.77	0.63	0.53	0.46	0.39	0.34	0.29	0.22	0.17	0.10
October 15, 2018	16.11	0.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

The Stock Prices set forth in the first row of the table above shall be adjusted as of any date on which the Conversion Rate of the Notes is adjusted in accordance with Section 6.05 hereof. The adjusted Stock Prices shall equal the Stock Prices applicable immediately prior to such adjustment, *multiplied by* an adjustment factor equal to a fraction, the numerator of which is the Conversion Rate immediately prior to the adjustment giving rise to the Stock Price adjustment and the denominator of which is the Conversion Rate as so adjusted. The number of Additional Shares shall be adjusted in the same manner and for the same events as the Conversion Rate as set forth in Section 6.05 hereof.

The exact Stock Prices and Effective Dates may not be set forth on the table; in which case, if:

(A) the Stock Price is between two Stock Price amounts on the table or the Effective Date is between two Effective Dates on the table, the number of Additional Shares will be determined by straight-line interpolation between the number of Additional Shares set forth for the higher and lower Stock Price amounts and the two Effective Dates, as applicable, based on a 365-day year;

(B) the Stock Price is more than $100.00 per share (subject to adjustment), no further adjustment will be made to the Conversion Rate as a result of the Make-whole Fundamental Change; and

(C) the Stock Price is less than $15.22 per share (subject to adjustment), no further adjustment will be made to the Conversion Rate as a result of the Make-whole Fundamental Change.

Notwithstanding the foregoing, in no event shall the Conversion Rate exceed 65.6972 shares of Common Stock per $1,000 principal amount of the Notes, after giving effect to the increase in the Conversion Rate as set forth in Section 6.05(f) hereof, subject to the same adjustments as set forth in Section 6.05(a) hereof.

Section 6.06. *Notice of Adjustments of Conversion Rate.*

Whenever the Conversion Rate is adjusted pursuant to Section 6.05 hereof:

(a) the Company shall compute the adjusted Conversion Rate in accordance with Section 6.05 hereof and shall prepare an Officers' Certificate setting forth (1) the adjusted Conversion Rate, (2) the clause of Section 6.05 pursuant to which such adjustment has been made, showing in reasonable detail the facts upon which such adjustment is based, (3) the calculation of such adjustment and (4) the date as of which such adjustment is effective, and such certificate shall promptly be delivered to the Trustee and each Conversion Agent (which such certificates shall be conclusive absent manifest error); and

(b) upon each such adjustment, a notice stating that the Conversion Rate has been adjusted and setting forth the adjusted Conversion Rate shall be required, and as soon as practicable after it is required, such notice shall be provided by the Company to all Holders in accordance with Section 12.02.

Neither the Trustee nor any Conversion Agent shall be under any duty or responsibility with respect to any such certificate or the information and calculations contained therein, except to exhibit the same to any Holder of Notes desiring inspection thereof at its office during normal business hours.

Section 6.07. *Cancellation of Converted Notes.*

All Definitive Notes delivered for conversion shall be delivered to the Conversion Agent or its agent to be canceled by or at the direction of the Trustee, which shall dispose of the same as provided in this Indenture. Upon conversions of beneficial interests in any Global Note, the Trustee or the Notes Custodian, at the direction of the Trustee, shall reduce the aggregate principal amount of Outstanding Notes represented by such Global Note to reflect the conversion pursuant to Section 2.01(b).

Section 6.08. *Provision in Case of Consolidation, Merger or Sale of Assets.*

In the event of (i) any reclassification of the Common Stock (other than changes resulting from a subdivision or combination); (ii) any consolidation, merger or binding share exchange involving the Company; or (iii) any sale, assignment, conveyance, transfer, lease or other disposition to another Person of the Company's property and assets as an entirety or substantially as an entirety; *provided* that in each case, holders of the Common Stock are entitled to receive cash, securities or other property for such holders' shares of Common Stock (the "**Reference Property**"), the Company or the successor or the purchasing Person, as the case may be, shall execute and deliver to the Trustee a supplemental indenture providing that the Holder of each Note then Outstanding shall have the right thereafter, during the period such Note shall be convertible as specified in Section 6.01 to convert such Note only into the kind and amount of Reference Property that a holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to such transaction would have owned or been entitled to receive upon such transaction. However, at and after the effective time of such transaction, (A) the Company shall continue to have the right to determine the form of consideration to be paid or delivered, as the case may be, upon conversion of Notes in accordance with Section 6.02 and (B) (I) any amount payable in cash upon conversion of the Notes in accordance with Section 6.02 shall continue to be payable in cash, (II) any shares of Common Stock that the Company would have been required to deliver upon conversion of the Notes in accordance with Section 6.02 shall instead be deliverable in the amount and kind of Reference Property that a holder of that number of shares of Common Stock would have been entitled to receive in such transaction and (III) the Daily VWAP shall be calculated based on the value of a unit of Reference Property that a holder of one share of Common Stock would have received in such transaction. If the holders of the Common Stock receive only cash in such transaction, then for all conversions for which the relevant Conversion Date occurs after the effective date of such transaction (A) the consideration due upon conversion of each $1,000 principal amount of Notes shall be solely cash in an amount equal to the Conversion Rate in effect on the Conversion Date (as may be increased by any Additional Shares pursuant to Section 6.05(f)), *multiplied by* the price paid per share of Common Stock in such

transaction and (B) the Company shall satisfy its conversion obligation by paying cash to converting Holders no later than the third Business Day following the relevant Conversion Date. For purposes of this Section 6.08, the kind and amount of consideration that a Holder would have been entitled to receive as a holder of the Common Stock in the case of reclassifications, consolidations, mergers, binding share exchanges, sales, assignments, conveyances, transfers, leases or other dispositions that cause the Common Stock to be converted into the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election) will be deemed to be the weighted average of the kind and amount of consideration received by the holders of the Common Stock that affirmatively make such an election. The above provisions of this Section 6.08 shall similarly apply to successive reclassifications, consolidations, mergers, share exchanges, sales, assignments, conveyances, transfers, leases or other dispositions. Notice of the execution of such a supplemental indenture shall be given by the Company to the Holder of each Note as provided in Section 12.02 promptly upon such execution. If the Notes become convertible into Reference Property, the Company shall notify the Trustee in writing, issue a press release containing the relevant information and make the press release available on the Company's website.

Neither the Trustee nor any Conversion Agent shall be under any responsibility to determine the correctness of any provisions contained in any such supplemental indenture relating either to the kind or amount of shares of stock or other securities or property or cash receivable by Holders of Notes upon the conversion of their Notes after any such consolidation, merger, conveyance, transfer, sale or lease or to any such adjustment, but may accept as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, an Officers' Certificate and an Opinion of Counsel with respect thereto, which the Company shall cause to be furnished to the Trustee.

Section 6.09. *Rights Issued in Respect of Common Stock.*

Rights or warrants distributed by the Company to all holders of Common Stock entitling the holders thereof to subscribe for or purchase shares of the Company's Capital Stock (either initially or under certain circumstances), which rights or warrants, until the occurrence of a Trigger Event:

(a) are deemed to be transferred with such shares of Common Stock;

(b) are not exercisable; and

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

shall not be deemed distributed for purposes of Section 6.05(a) until the occurrence of the earliest Trigger Event. In addition, in the event of any distribution of rights or warrants, or any Trigger Event with respect thereto, that shall have resulted in an adjustment to the Conversion Rate under Section 6.05(a), (A) in the case of any such rights or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Conversion Rate shall be readjusted upon such final redemption or repurchase to give

effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder of Common Stock with respect to such rights or warrants (assuming such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (B) in the case of any such rights or warrants all of which shall have expired without exercise by any holder thereof, the Conversion Rate shall be readjusted as if such issuance had not occurred.

Section 6.10. *Responsibility of Trustee and Conversion Agent for Conversion Provisions.*

The Trustee and any Conversion Agent shall not at any time be under any duty or responsibility to any Holder of Notes to determine whether any facts exist which may require any adjustment of the Conversion Rate, or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed, herein or in any supplemental indenture provided to be employed, in making the same, or whether a supplemental indenture need be entered into. Neither the Trustee nor any Conversion Agent shall be accountable with respect to the validity or value (or the kind or amount) of any Common Stock, or of any other securities or property or cash, which may at any time be issued or delivered upon the conversion of any Note; and it or they do not make any representation with respect thereto. Neither the Trustee nor any Conversion Agent shall be responsible for any failure of the Company to make or calculate any cash payment or to issue, transfer or deliver any shares of Common Stock or share certificates or other securities or property or cash upon the surrender of any Note for the purpose of conversion; and the Trustee and any Conversion Agent shall not be responsible for any failure of the Company to comply with any of the covenants of the Company contained in this Article 6.

ARTICLE 7
DEFAULTS AND REMEDIES

Section 7.01. *Events of Default.*

Each of the following is an "**Event of Default**":

(i) a default in the payment of any installment of interest upon any of the Notes as and when the same shall become due and payable, and continuance of such default for a period of 30 days;

(ii) a default in the payment of all or any part of the principal of any of the Notes as and when the same shall become due and payable at Stated Maturity;

(iii) a default on the part of the Company in the performance, or breach by the Company, of any other covenant or agreement on the part of the Company set forth in, or deemed to be incorporated by reference to the TIA into, the Notes

or in this Indenture (other than a covenant or agreement in respect of which a default or breach by the Company is specifically dealt with in this Section 7.01), and continuance of such default or breach without cure or waiver for a period of 90 days after there has 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 principal amount of the Notes at the time Outstanding, a written notice specifying such failure and requiring the same to be remedied;

(iv) the Company fails to pay the Fundamental Change Repurchase Price of any Note when due (including, without limitation, on any Fundamental Change Repurchase Date);

(v) the Company fails to deliver and pay, as the case may be, any shares of Common Stock and/or cash, as the case may be, due upon conversion of Notes within the time period required by this Indenture;

(vi) the Company fails to timely provide the Fundamental Change Repurchase Right Notice, if required by this Indenture, if such failure continues for 30 days after notice to the Company of its failure to do so;

(vii) any indebtedness for money borrowed by the Company or any of its Subsidiaries (all or substantially all of the outstanding voting securities of which are owned, directly, or indirectly, by the Company) in an aggregate outstanding principal amount in excess of $25.0 million is not paid at final maturity or upon acceleration and such indebtedness is not discharged, or such acceleration is not cured or rescinded, within 10 days after written notice specifying such failure and requiring the same to be remedied;

(viii) a failure by the Company or any of its Subsidiaries (all or substantially all of the outstanding voting securities of which are owned, directly, or indirectly, by the Company) to pay final and non-appealable judgments entered by a court or courts of competent jurisdiction, the aggregate uninsured or unbonded portion of which is at least $25.0 million, if the judgments are not paid, discharged or stayed within 60 days;

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

(A) commences a voluntary case,

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

(C) consents to the appointment of a custodian of it or for all or substantially all of its property, or

(D) makes a general assignment for the benefit of its creditors; and

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

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

(B) appoints a custodian of the Company or any of its Subsidiaries or for all or substantially all of the property of the Company or any of its Subsidiaries; or

(C) orders the liquidation of the Company or any of its Subsidiaries

and the order or decree remains unstayed and in effect for 60 consecutive days.

Notwithstanding the foregoing, at the election of the Company, the sole remedy for an Event of Default specified in Section 7.01(iii) relating to (x) any failure by the Company to comply with its reporting obligations to the Trustee and the Commission as set forth in Section 3.07 or (y) any failure by the Company to comply with the requirements of Section 314(a)(1) of the TIA (each, a "**Reporting Default**") shall, for the first 90 days after the occurrence of such Reporting Default, consist exclusively of the right to receive Additional Interest on the Notes at an annual rate equal to 0.25% of the principal amount of the Notes. In the event that the Company does not elect to pay the Additional Interest upon a Reporting Default in accordance with this paragraph, the Notes will be subject to acceleration as provided herein.

The Additional Interest will accrue on all Outstanding Notes from and including the date on which a Reporting Default first occurs up to but not including the 90th day thereafter (or such earlier date on which the Reporting Default shall have been cured or waived pursuant to Section 7.04). On such 90th day (or earlier, if such Reporting Default is cured or waived pursuant to Section 7.04 prior to such 90th day), such Additional Interest will cease to accrue and shall become due and payable and, if such Reporting Default has not been cured or waived pursuant to Section 7.04 prior to such 90th day, then the Trustee or the Holders of not less than 25% in principal amount of the Notes may declare the principal of and accrued and unpaid interest on all such Notes to be due and payable immediately. This provision shall not affect the rights of Holders in the event of the occurrence of any other Event of Default.

If the Company elects to pay the Additional Interest in accordance with this Section 7.01, the Company shall notify, in the manner provided for in Section 12.02, the Holders and the Trustee of such election at any time on or before the close of business on the date on which such Reporting Default first occurs. If the Additional Interest is payable under this Section 7.01, the Company shall deliver to the Trustee an Officers'

Certificate to that effect stating the date on which the Additional Interest is payable. Unless and until a Responsible Officer receives at the Corporate Trust Office such a certificate, the Trustee may assume without inquiry that no Additional Interest is payable. If the Additional Interest has been paid by the Company directly to the Persons entitled to such fee, the Company shall deliver to the Trustee an Officers' Certificate setting forth the particulars of such payment.

Section 7.02. *Acceleration.*

(a) In the case of an Event of Default specified in clause (ix) or (x) of Section 7.01 hereof with respect to the Company, all Outstanding Notes will become due and payable immediately without further action or notice by the Trustee or any Holder. Subject to Section 7.01, if any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the then Outstanding Notes may declare all the Notes to be due and payable immediately. Upon any such declaration, the Notes shall become due and payable immediately.

(b) Notwithstanding the foregoing, if an Event of Default specified in clause (vii) of Section 7.01 occurs resulting in a declaration of acceleration of the Notes, such declaration of acceleration shall be automatically annulled if such Event of Default triggering such declaration of acceleration pursuant to clause (vii) of Section 7.01 shall have been remedied or cured by the Company or any of its Subsidiaries or waived by the holders of the relevant indebtedness within 60 days of the declaration of acceleration with respect thereto and if (i) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (ii) all existing Events of Default, except nonpayment of principal or interest on the Notes or nonpayment of the conversion obligation set forth in Section 6.02, in either case that became due and payable solely because of the acceleration of the Notes, have been cured or waived.

(c) At any time after a declaration of acceleration with respect to the Notes as described in this Section 7.02, the Holders of a majority in aggregate principal amount of the Outstanding Notes may rescind and cancel such declaration and its consequences: (i) if the rescission would not conflict with any judgment or decree of a court of competent jurisdiction; (ii) if all existing Events of Default have been cured or waived except nonpayment of principal or interest and nonpayment of the conversion obligation set forth in Section 6.02 that has become due solely because of the acceleration; (iii) to the extent the payment of such interest is lawful, interest on overdue installments of interest and overdue principal, which has become due otherwise than by such declaration of acceleration, has been paid; and (iv) if the Company has paid the Trustee its reasonable compensation and reimbursed the Trustee for its expenses, disbursements and advances (including, but not limited to, reasonable attorneys' fees and expenses). No such rescission shall affect any subsequent Default or impair any right consequent thereto.

Section 7.03. *Other Remedies.*

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

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 7.04. *Waiver of Past Defaults.*

Holders of not less than a majority in aggregate principal amount of the then Outstanding Notes by notice to the Trustee may on behalf of the Holders of all of the Notes waive an existing Default and its consequences hereunder, except a continuing Default in:

(a) the payment of the principal of, or interest on, the Notes (including in connection with an offer to purchase); *provided*, *however*, that the Holders of a majority in aggregate principal amount of the then Outstanding Notes may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration, in accordance with Section 7.02;

(b) the conversion of any Note into cash, shares of Common Stock or a combination thereof, as applicable, in accordance with the provisions of such Note and this Indenture; or

(c) compliance with any of the provisions of this Indenture that would require the consent of the Holder of each Outstanding Note affected thereby.

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

Section 7.05. *Control by Majority.*

Holders of a majority in aggregate principal amount of the then Outstanding Notes may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture that the Trustee determines may be unduly prejudicial to the rights of other Holders of Notes or that may involve the Trustee in personal liability.

Section 7.06. *Limitation on Suits.*

A Holder may pursue a remedy with respect to this Indenture or the Notes only if:

(a) such Holder gives to the Trustee written notice that an Event of Default is continuing;

(b) Holders of at least 25% in aggregate principal amount of the then Outstanding Notes make a written request to the Trustee to pursue the remedy as Trustee;

(c) such Holder or Holders offer and, if requested, provide to the Trustee security or indemnity reasonably satisfactory to the Trustee against any loss, liability or expense;

(d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of security or indemnity; and

(e) during such 60-day period, Holders of a majority in aggregate principal amount of the then Outstanding Notes do not give the Trustee a direction inconsistent with such request.

A Holder of a Note may not use this Indenture to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

Section 7.07. *Rights of Holders of Notes to Receive Payment or Effect Conversion.*

Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of principal and interest on the Note, on or after the respective due dates expressed in the Note (including in connection with an offer to purchase), or to bring suit for the enforcement of any such payment on or after such respective dates or the right to convert Notes in accordance with Article 6 of this Indenture, shall not be impaired or affected without the consent of such Holder.

Section 7.08. *Collection Suit by Trustee.*

If an Event of Default specified in Section 7.01(i) or (ii) hereof occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Company, and to enforce such judgment and collect the moneys adjudicated or decreed to be payable, for the whole amount of principal of and interest remaining unpaid on the Notes, interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 7.09. *Trustee May File Proofs of Claim.*

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Company (or any other obligor upon the Notes), its creditors or its property and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 8.07. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 8.07 out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 7.10. *Priorities.*

If the Trustee collects any money pursuant to this Article 7, it shall pay out the money in the following order:

First: to the Trustee (or any predecessor Trustee), its agents and attorneys for amounts due under Section 8.07, including payment of all compensation, expenses and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

Second: to Holders of Notes for amounts due and unpaid on the Notes for principal and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal and interest, respectively; and

Third: to the Company or such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 7.10. If a record date is fixed, the Trustee shall send, by first class mail, electronically or by any other means approved by the Trustee to the

Holders of the Notes of record a notice at least 30 days but not more than 60 days before the payment date. Such notice shall state: (1) that a payment is being made pursuant to this Section 7.10, (2) the relevant Default and the circumstances giving rise to the collection of money pursuant to this Section 7.10, (3) the payment date and (4) the amount of such payment per $1,000 of Notes.

Section 7.11. *Undertaking for Costs.*

All parties to this Indenture agree, and each Holder of any Note by his acceptance thereof shall be deemed to have agreed, 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 a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 7.11 does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 7.06 hereof, or a suit by Holders of more than 10% in aggregate principal amount of the then Outstanding Notes.

ARTICLE 8
TRUSTEE

Section 8.01. *Duties of Trustee.*

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

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

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

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates, directions, notices or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of any such certificates, directions, notices or opinions which by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall examine such certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

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

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

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

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 7.05; and

(iv) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders unless such Holders shall have provided to the Trustee security or indemnity reasonably satisfactory to it against the costs, expenses (including reasonable attorneys' fees and expenses) and liabilities that might be incurred by it in compliance with such request or direction.

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

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

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

(g) 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 8.01 and to the provisions of the TIA.

Section 8.02. *Rights of Trustee.*

(a) The Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any paper or document believed by it to be genuine and to have been signed or presented by the proper Person or Persons. The Trustee need not investigate any fact or matter stated in the document.

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

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

(d) Subject to Section 8.01(c), the Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers.

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

(f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, notice, request, direction, consent, order, bond or other paper or document; but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company at reasonable times, in a reasonable manner and upon reasonable advance notice, personally or by agent or attorney at the sole cost of the Company and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(g) The Trustee shall not be deemed to have knowledge of any Default or Event of Default except, (i) during any period it is serving as Registrar and Paying Agent for the Notes, any Event of Default occurring pursuant to Sections 7.01(i), 7.01(ii), 7.01(iv) or 7.01(v) or (ii) any Default or Event of Default of which a Responsible Officer shall have obtained actual knowledge or received written notification of such default, which is in fact a Default or Event of Default, at the Corporate Trust Office of the Trustee and such notice references the Notes and this Indenture. The term "**actual knowledge**" shall mean the actual fact or statement of knowing by a Responsible Officer without independent investigation with respect thereto.

(h) Delivery of the 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).

(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) The rights, privileges, protections, immunities and benefits given to the Trustee, including 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.

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

Section 8.03. *Individual Rights of Trustee.* The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee. Any Paying Agent, Conversion Agent, Registrar, co-registrar or co-paying agent may do the same with like rights. However, the Trustee must comply with Sections 8.10 and 8.11. In addition, the Trustee shall be permitted to engage in transactions with the Company; *provided*, *however*, that if the Trustee acquires any conflicting interest (as such term is defined in Section 310(b) of the TIA) the Trustee must (i) eliminate such conflict within 90 days of acquiring such conflicting interest, (ii) apply to the Commission for permission to continue acting as Trustee or (iii) resign as Trustee hereunder.

Section 8.04. *Trustee's Disclaimer.* The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Company's use of the Notes or the proceeds from the Notes, and it shall not be responsible for any statement of the Company in this Indenture or in any document issued or offering circular (or similar document) used in connection with the sale of the Notes or in the Notes other than the Trustee's certificate of authentication or for the use or application of any funds received by any Paying Agent other than the Trustee.

Section 8.05. *Notice of Defaults.* If a Default or Event of Default occurs and is continuing and if a Responsible Officer has actual knowledge thereof, the Trustee shall send to each Holder notice of the Default or Event of Default within 90 days after it occurs unless such Default or Event of Default has been cured or waived.

Except in the case of a Default or Event of Default in payment of principal of, or interest on any Note (including payments pursuant to the required repurchase provisions of such Note, if any), the Trustee may withhold the notice if and so long as its board of directors, a committee of its board of directors or a committee of its Responsible Officers and/or a Responsible Officer in good faith determines that withholding the notice is in the interests of registered Holders. The proviso set forth in TIA § 315(b) shall not apply with respect to the Notes.

Section 8.06. *Reports by Trustee to Holders.* As promptly as practicable after each April 1 beginning with the April 1 following the date of this Indenture, and in any event prior to October 1 in each year, the Trustee shall send to each Holder a brief report dated as of such April 1 that complies with TIA § 313(a), if and to the extent such report may be required by the TIA. The Trustee also shall comply with TIA § 313(b). The Trustee shall also transmit all reports required by TIA § 313(c).

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

Section 8.07. *Compensation and Indemnity.* The Company covenants and agrees: (a) to pay to the Trustee from time to time, and the Trustee shall be entitled to such compensation for all services rendered by it hereunder as shall be agreed by the Company and the Trustee in writing (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust); (b) to reimburse the Trustee and each predecessor Trustee upon its request for all expenses, fees, disbursements and advances incurred or made by or on behalf of it in accordance with any of the provisions of this Indenture (including the reasonable compensation, fees, and the expenses and disbursements of its counsel and of all agents and other Persons not regularly in its employ), except any such expense, disbursement or advance as shall be determined to have been caused by its own negligence or willful misconduct; and (c) to indemnify the Trustee and each predecessor Trustee for, and to hold it harmless against, any loss, liability, damage, claim or expense, including taxes, if any (other than taxes based upon, determined by or measured by the income of the Trustee), incurred without negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of this Indenture or the trusts hereunder and its duties hereunder, including enforcement of this Section 8.07. The obligations of the Company under this Section to compensate and indemnify the Trustee and each predecessor Trustee and to pay or reimburse the Trustee and each predecessor Trustee for expenses, fees, disbursements and advances shall constitute an additional obligation hereunder and shall survive the satisfaction and discharge of this Indenture, the resignation or removal of the Trustee or the termination of this Indenture. To secure the obligations of the Company to the Trustee under this Section 8.07, the Trustee shall have a prior Lien upon all property and funds held or collected by the Trustee as such, except funds and property paid by the Company and held in trust for the benefit of the Holders of particular Notes. When the Trustee incurs expenses or renders services after an Event of Default specified in Section 7.01(ix) or (x) occurs, such expenses and compensation for services are intended to constitute expenses of administration under Bankruptcy Law.

Section 8.08. *Replacement of Trustee.* The Trustee may resign at any time by so notifying the Company. The Holders of a majority in principal amount of the Notes may remove the Trustee by so notifying the Company and the Trustee in writing and the Company may appoint a successor Trustee. The Company shall remove the Trustee if:

(i) the Trustee fails to comply with Section 8.10;

(ii) the Trustee is adjudged bankrupt or insolvent;

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

(iv) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns or is removed by the Company or by the Holders of a majority in principal amount of the Notes and the Company does 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 Holders of a majority in aggregate principal amount of the Notes may appoint a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall deliver a notice of its succession to Holders. The retiring Trustee shall upon payment of its charges hereunder promptly transfer all property held by it as Trustee to the successor Trustee, upon payment of any fees and expenses due and owing to it hereunder.

If the Company has not appointed a successor Trustee within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of 10% in principal amount of the Notes may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 8.10, unless the Trustee's duty to resign is stayed as provided in TIA § 310(b), any Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Notwithstanding the replacement of the Trustee pursuant to this Section 8.08, the Company's obligations under Section 8.07 shall continue for the benefit of the retiring Trustee.

Section 8.09. *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 without any further act shall be the successor Trustee.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture, any of the Notes shall have been authenticated but not delivered, any such successor to the

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

Section 8.10. *Eligibility; Disqualification.* There shall at all times be a Trustee hereunder which shall be eligible to act as Trustee under the TIA Sections 310(a)(1) and (2) and which shall have a combined capital and surplus of at least $100,000,000, and have a Corporate Trust Office in the Borough of Manhattan in New York City, State of New York. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any federal, state, territorial or District of Columbia supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect hereinafter specified in this Article. To the extent permitted by the TIA, the Trustee shall not be deemed to have a conflicting interest by virtue of being Trustee under (x) the indenture dated as of June 11, 2007 between the Company and the Trustee, as successor to The Bank of New York, (y) the indenture dated as of October 18, 2010 between the Company and the Trustee and (z) the indenture dated as of December 27, 2012 between the Company and the Trustee.

Section 8.11. *Preferential Collection of Claims Against Company.* If and when the Trustee shall be or become a creditor of the Company, the Trustee shall comply with TIA § 311(a), excluding any creditor relationship listed in TIA § 311(b). A Trustee who has resigned or been removed shall be subject to TIA § 311(a) to the extent indicated.

ARTICLE 9
SATISFACTION AND DISCHARGE OF INDENTURE; UNCLAIMED MONEYS

Section 9.01. *Satisfaction and Discharge of Indenture.* When (a) the Company delivers to the Trustee all Outstanding Notes (other than Notes which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.07) for cancellation or (b) all Outstanding Notes have become due and payable and the Company deposits with the Trustee, the Paying Agent or the Conversion Agent, as applicable, whether at the Stated Maturity, or any Fundamental Change Repurchase Date, upon conversion or otherwise, cash, or cash, shares of Common Stock (or Reference Property) or a combination thereof solely to satisfy the Company's outstanding conversion obligations, as applicable under this Indenture, sufficient to pay all amounts due and owing on all Outstanding Notes (other than Notes which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.07); and if,

in any such 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, and the Trustee, on demand of the Company accompanied by an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the satisfaction and discharge contemplated by this provision have been complied with, and at the cost and expense of the Company, shall execute proper instruments acknowledging such satisfaction and discharging this Indenture. The Company agrees to reimburse the Trustee for any costs or expenses thereafter reasonably and properly incurred, and to compensate the Trustee for any services thereafter reasonably and properly rendered, by the Trustee in connection with this Indenture or the Notes.

Section 9.02. *Application of Funds or Securities Deposited for Payment of Notes.* All moneys or securities deposited with the Trustee, Paying Agent or Conversion Agent, as applicable, shall be held in trust and applied by it to the payment, either directly or through any Paying Agent or Conversion Agent (other than the Company or any Subsidiary thereof, as applicable), to the Holders of the Notes for the payment of which such moneys or securities have been deposited, of all sums due and to become due thereon, but such money need not be segregated from other funds or securities except to the extent required by law.

Section 9.03. *Repayment by Trustee, Paying Agent or Conversion Agent.* In connection with the satisfaction and discharge of this Indenture with respect to the Notes, all moneys or securities then held by any Paying Agent or Conversion Agent under the provisions of this Indenture with respect to the Notes shall, upon demand of the Company, be repaid to it and thereupon such Paying Agent or Conversion Agent shall be released from all further liability with respect to such moneys or securities.

Any moneys or securities deposited with or paid to the Trustee, Paying Agent or Conversion Agent, as applicable, for the payment of any amount on the Notes and not applied but remaining unclaimed for two years after the date upon which such amount shall have become due and payable, shall, upon the written request of the Company and unless otherwise required by mandatory provisions of applicable escheat or abandoned or unclaimed property law, be repaid to the Company by the Trustee, Paying Agent or Conversion Agent, as applicable, and the Holder of the Notes shall, unless otherwise required by mandatory provisions of applicable escheat or abandoned or unclaimed property laws, thereafter look only to the Company for any payment which such Holder may be entitled to collect, and all liability of the Trustee, Paying Agent or Conversion Agent with respect to such moneys or securities shall thereupon cease; *provided*, *however*, that the Trustee, Paying Agent or Conversion Agent, before being required to make any such repayment with respect to moneys or securities deposited with it for any payment in respect of the Notes, shall, at the expense of the Company, transmit to Holders of Global Notes in accordance with the customary procedures of the Depositary and mail by first-class mail to Holders of Definitive Notes at their addresses as they shall appear on the Note Register notice that such moneys or securities remain and that, after a date specified therein, which shall not be less than 30 days from the date of such communication or mailing, any unclaimed balance of such money or securities then remaining will be repaid to the Company.

ARTICLE 10
SUPPLEMENTAL INDENTURES AND AMENDMENTS

Section 10.01. *Without Consent of Holders.* Without the consent of any Holders, the Company, when authorized by a Board Resolution of the Company, and the Trustee, at any time and from time to time, may amend, waive, modify or supplement this Indenture or the Notes for any of the following purposes:

(a) to cure any ambiguity, omission, defect or inconsistency that does not adversely affect the rights of any Holder in any material respect;

(b) to provide for the assumption of the Company's obligations under this Indenture and the Notes in accordance with Article 4;

(c) to secure the Notes or to provide guarantees of the Notes;

(d) to add covenants that would benefit the Holders of the Notes or to surrender any rights of the Company under this Indenture;

(e) to add Events of Default with respect to the Notes;

(f) to make any change that does not adversely affect any Outstanding Notes in any material respect;

(g) to evidence and provide for the acceptance of the appointment of a successor Trustee hereunder;

(h) to provide for the issuance of Additional Notes in accordance with the limitations set forth in this Indenture as of the date hereof; or

(i) to comply with requirements of the Commission in order to effect or maintain the qualification of this Indenture under the TIA.

Section 10.02. *With Consent of Holders.* With the written consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Notes (including, without limitation, Additional Notes, if any) delivered to the Company and the Trustee, the Company when authorized by a Board Resolution, together with the Trustee, may amend, waive, modify or supplement any other provision of this Indenture or the Notes; *provided*, *however*, that no such amendment, waiver, modification or supplement may, without the written consent of the Holder of each Outstanding Note affected thereby:

(a) change the Stated Maturity on any Note;

(b) reduce the principal amount of or interest on any Note payable at Stated Maturity or repurchase;

(c) impair the Holder's right to institute suit for the enforcement of any payment on the Notes;

(d) modify the provisions with respect to a Holder's rights to require the Company to repurchase Notes upon a Fundamental Change in a manner adverse to the Holders of the Notes, including the Company's obligations to repurchase the Notes following a Fundamental Change;

(e) adversely affect the rights of Holders under the conversion provisions of the Notes;

(f) change the place or currency of payment of principal of or interest on any Note;

(g) make any change in the percentage of principal amount of Notes necessary to waive compliance with provisions of this Indenture;

(h) make any change to this Section 10.02 or Section 10.03 (other than to increase the percentage in principal amount required for modification or waiver or to provide for consent of each affected Holder of Notes);

(i) waive a Default or Event of Default in the payment of principal or interest on the Notes (except a rescission of acceleration of the Notes by the Holders thereof as provided in Section 7.02(b) of this Indenture and a waiver of the payment default that resulted from such acceleration); or

(j) modify the ranking or priority of any Note in any manner adverse to the Holders of the Notes.

Upon the written request of the Company accompanied by a copy of a Board Resolution authorizing the execution of any such supplemental indenture or other agreement, instrument or waiver, 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 or other agreement, instrument or waiver.

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

Section 10.03. *Execution of Supplemental Indentures, Agreements and Waivers.* In executing, any supplemental indenture, agreement, instrument or waiver permitted by this Article 10 or the modifications thereby of this Indenture, the Trustee shall be

provided with, and (subject to Section 8.01 hereof) shall be fully protected in relying upon, an Opinion of Counsel and an Officers' Certificate from each obligor under the Notes entering into such supplemental indenture, agreement, instrument or waiver, each stating that the execution of such supplemental indenture, agreement, instrument or waiver (a) is authorized or permitted by this Indenture; (b) does not violate the provisions of any agreement or instrument evidencing any other Indebtedness of the Company, or any Subsidiary of the Company; and (c) that all conditions precedent in this Indenture relating to such Supplemental Indenture have been complied with. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture, agreement, instrument or waiver which affects the Trustee's own rights, duties or immunities under this Indenture, the Notes or otherwise.

Section 10.04. *Effect of Supplemental Indentures.* Upon the execution of any supplemental indenture under this Article 10, this Indenture, the Notes, if applicable, shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture and the Notes, if applicable, as the case may be, for all purposes; and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 10.05. *Compliance with Trust Indenture Act.* Every supplemental indenture or amendment to this Indenture or the Notes shall comply with the TIA as then in effect.

Section 10.06. *Reference in Notes to Supplemental Indentures.* Notes authenticated and delivered after the execution of any supplemental indenture pursuant to this Article may, and shall if required by the Trustee, bear a notation in a form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Notes so modified as to conform, in the opinion of the Trustee and the Board of Directors of the Company, to any such supplemental indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee, at the expense of the Company, upon a Company Order in exchange for Outstanding Notes.

Section 10.07. *Revocation and Effect of Consents and Waivers.* A consent to an amendment or a waiver by a Holder of a Note shall bind the Holder and every subsequent Holder of that Note or portion of the Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent or waiver is not made on the Note. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Note or portion of the Note if the Trustee receives the notice of revocation before the date the amendment or waiver becomes effective. After an amendment or waiver becomes effective, it shall bind every Holder. An amendment or waiver made pursuant to Section 10.02 shall become effective upon receipt by the Trustee of the requisite number of written consents.

The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action

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

Section 10.08. *Notation on or Exchange of Notes.* If an amendment changes the terms of a Note, the Trustee may require the Holder of the Note to deliver it to the Trustee. The Trustee may place an appropriate notation on the Note regarding the changed terms and return it to the Holder. Alternatively, if the Company or the Trustee so determines, the Company in exchange for the Note shall issue and the Trustee, at the expense of the Company, shall authenticate a new Note that reflects the changed terms. Failure to make the appropriate notation or to issue a new Note shall not affect the validity of such amendment.

ARTICLE 11
OFFER TO REPURCHASE UPON A FUNDAMENTAL CHANGE

Section 11.01. *Purchase of Notes at Option of Holder Upon a Fundamental Change.* (a) Subject to Section 11.04 hereof, upon the occurrence of a Fundamental Change at any time prior to Stated Maturity, each Holder may require the Company to repurchase the Notes on a date chosen by the Company in its sole discretion that is no less than 20 Business Days and no more than 35 Business Days (subject to extension to comply with applicable law) after the Company sends the Fundamental Change Repurchase Right Notice (the "**Fundamental Change Repurchase Date**"), and the Company shall repurchase on the Fundamental Change Repurchase Date, any or all Notes submitted for repurchase for cash, at a price equal to 100% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to but not including the Fundamental Change Repurchase Date (the "**Fundamental Change Repurchase Price**"), unless such Fundamental Change Repurchase Date falls after a Regular Record Date and on or prior to the corresponding Interest Payment Date, in which case the Company shall pay the full amount of accrued and unpaid interest payable on such Interest Payment Date to the Holder of record at the close of business on the corresponding Regular Record Date. The principal amount of the Notes submitted for repurchase shall be equal to $2,000 or an integral multiple of $1,000 in excess thereof and the principal amount of such Notes to remain Outstanding, if any, shall be equal to $2,000 or an integral multiple of $1,000 in excess thereof.

(b) Notwithstanding anything contained herein to the contrary, Holders of the Notes will not have the right to require the Company to repurchase any Notes pursuant to the occurrence of any of the events identified in clauses (2) or (3) of the definition of Fundamental Change (and the Company will not be required to deliver the Fundamental

Change Repurchase Right Notice incidental thereto), if at least 90% of the consideration paid for the Common Stock (excluding cash payments for fractional shares, cash payments made pursuant to dissenters' appraisal rights and cash dividends) in a Fundamental Change under clause (2) or clause (3) of the definition of Fundamental Change consists of shares of common stock traded on The NASDAQ Global Select Market, The NASDAQ Global Market, the New York Stock Exchange or another U.S. national securities exchange or quoted on an established automated over-the-counter trading market in the United States (or will be so traded or quoted immediately following the merger or consolidation) and, as a result of such Fundamental Change, such shares of such common stock become Reference Property.

(c) At least 20 Business Days prior to the anticipated effective date of a Fundamental Change (or if the Company does not have actual notice of a Fundamental Change 20 Business Days prior to the effective date, as soon as the Company has actual notice of such Fundamental Change), the Company will provide to all Holders of the Notes, the Trustee, the Paying Agent, the Registrar and the Conversion Agent a written notice (the "**Fundamental Change Notice**") stating:

(i) if applicable, whether the Company will adjust the Conversion Rate pursuant to Section 6.05(f) hereof;

(ii) the anticipated effective date of the Fundamental Change; and

(iii) whether the Company expects that Holders will have the right to require the Company to repurchase their Notes as described in this Article 11.

Section 11.02. *Fundamental Change Repurchase Right Notice.* On or before the 20th Trading Day after the effective date of a Fundamental Change, the Company will provide to all Holders of the Notes and the Trustee, the Paying Agent, the Registrar and the Conversion Agent a notice of the occurrence of the Fundamental Change and of the resulting repurchase right (the "**Fundamental Change Repurchase Right Notice**"). Each Fundamental Change Repurchase Right Notice shall state:

(i) the events causing the Fundamental Change;

(ii) if the Company is required to adjust the Conversion Rate and related conversion obligation as described in Section 6.05(f) hereof pursuant to a Make-whole Fundamental Change, the Conversion Rate and any adjustments to the Conversion Rate;

(iii) the effective date of the Fundamental Change, if applicable;

(iv) the last date on which a Holder may exercise such repurchase right;

(v) the Fundamental Change Repurchase Price;

(vi) the Fundamental Change Repurchase Date;

(vii) the name and address of the Paying Agent and the Conversion Agent;

(viii) that the Notes with respect to which the Fundamental Change Repurchase Right Notice has been given may be converted only if the Holder thereof withdraws any Fundamental Change Repurchase Notice previously delivered by such Holder in accordance with the terms of this Indenture; and

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

Section 11.03. *Fundamental Change Repurchase Notice.* To exercise its right specified in Section 11.01, a Holder must deliver, before the close of business on the second Business Day immediately preceding the Fundamental Change Repurchase Date, the Notes to be repurchased, together with a repurchase notice (a "**Fundamental Change Repurchase Notice**") duly completed in accordance with the requirements below, to the Paying Agent. The Fundamental Change Repurchase Notice must state:

(i) if such Holder holds Definitive Notes, the certificate numbers of the Notes which the Holder will deliver for repurchase;

(ii) the portion of the principal amount of the Notes which the Holder will deliver to be repurchased, which portion must be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof; and

(iii) that such Notes are to be purchased by the Company as of the Fundamental Change Repurchase Date pursuant to the terms and conditions specified in the Notes and in this Indenture.

If the Notes are not in certificated form, the Fundamental Change Repurchase Notice must comply with the Applicable Procedures.

To receive payment of the Fundamental Change Repurchase Price, Holders must either effect book-entry transfer of beneficial interests in a Global Note in accordance with the Applicable Procedures or deliver the Definitive Notes, together with necessary endorsement, to office of the Paying Agent with, or at any time after delivery of, the Fundamental Change Repurchase Notice. Holders will receive payment of the Fundamental Change Repurchase Price, subject to the Paying Agent holding money or securities sufficient to make such payment on the Fundamental Change Repurchase Date, promptly following the later of (a) the Fundamental Change Repurchase Date and (b) the time of book-entry transfer or the delivery of the Notes by the Holder thereof in the manner required by Section 11.03; *provided*, *however*, that such payment shall be so paid pursuant to this Article 11 only if the Notes so delivered to the Paying Agent shall conform in all respects to the description thereof in the related Fundamental Change Repurchase Notice.

Section 11.04. *Effect of Purchase of Notes Upon a Fundamental Change.* Unless the Company defaults in the payment for the Notes to be repurchased pursuant to this Article 11, if the Payment Agent, other than the Company or a Subsidiary thereof, holds money or securities sufficient to pay the Fundamental Change Repurchase Price of such Notes on the Fundamental Change Repurchase Date, then such Notes will cease to be Outstanding and interest, if any, shall cease to accrue on the Notes or portions thereof delivered for repurchase on the Fundamental Change Repurchase Date (whether or not book-entry transfer of the Notes is made and whether or not the Notes are delivered to the Paying Agent) and all other rights of the Holders of the Notes to be repurchased pursuant to this Article 11 shall terminate (other than the right to receive the Fundamental Change Repurchase Price upon delivery or transfer of the Notes).

Section 11.05. *Covenant to Comply with Securities Laws Upon Purchase of Notes.* The Company will comply with the requirements of Rule 13e-4 and Rule 14e-1, if applicable, under the Exchange Act, file a Schedule TO or any successor or similar schedule, if required, under the Exchange Act and otherwise comply with all applicable federal and state securities laws in connection with the repurchase of the Notes by the Company upon a Fundamental Change. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Article 11, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Article 11 by virtue of such conflict.

Section 11.06. *Covenants of Company and Paying Agent Upon Purchase of Notes.* On or before the Fundamental Change Repurchase Date, the Company will, to the extent lawful:

(i) accept for payment all Notes or portions thereof properly tendered;

(ii) deposit with the Paying Agent an amount equal to the payment in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company in accordance with the terms of this Article 11.

The Paying Agent will promptly send to each Holder of Notes properly tendered the payment for such Notes, and the Trustee will promptly authenticate and send (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided that* each new Note will be in a principal amount of $2,000 and integral multiples of $1,000 in excess thereof.

Section 11.07. *Withdrawal of Fundamental Change Repurchase Notice and Effect Thereof.* Notes in respect of which a Fundamental Change Repurchase Notice has been given by the Holder thereof may not be converted pursuant to Article 6 on or after

the date of the delivery of such Fundamental Change Repurchase Notice unless such Fundamental Change Repurchase Notice has first been validly withdrawn as specified in this Section 11.07. Notwithstanding anything contained herein to the contrary, any Holder that has delivered to the Paying Agent the Fundamental Change Repurchase Notice contemplated by Section 11.03 hereof shall have the right to withdraw such Fundamental Change Repurchase Notice, in whole or in part, by means of a written notice of withdrawal delivered to the Paying Agent at any time prior to the close of business on the second Business Day immediately prior to the Fundamental Change Repurchase Date, specifying:

(i) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted;

(ii) if Definitive Notes have been issued, the certificate numbers of the Definitive Notes with respect to which such notice of withdrawal is being submitted; and

(iii) the principal amount, if any, of such Notes that remain subject to the original Fundamental Change Repurchase Notice.

If the Notes with respect to which the notice of withdrawal is being submitted are not in certificated form, the notice of withdrawal must comply with the Applicable Procedures.

Section 11.08. *Covenants of Trustee Upon Purchase of Notes.* The Trustee shall be under no obligation to ascertain the occurrence of a Fundamental Change or to give notice to the Holders with respect thereto. The Trustee may conclusively assume, in the absence of written notice to the contrary from the Company, that no Fundamental Change has occurred.

ARTICLE 12
MISCELLANEOUS

Section 12.01. *Trust Indenture Act Controls.* If any provision of this Indenture limits, qualifies or conflicts with another provision which is required to be included in this Indenture by the TIA, the provision required by the TIA shall control.

Section 12.02. *Notices.* Any notice or communication shall be in writing and delivered in person or mailed by first-class mail addressed as follows:

If to the Company:

Ciena Corporation
7035 Ridge Road
Hanover, MD 21076
Attn: Chief Financial Officer

If to the Trustee:

The Bank of New York Mellon Trust Company, N.A.
500 Ross Street, 12th Floor
Pittsburgh, PA 15262
Attn: Corporate Trust Administration

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

Any notice or communication mailed to a Holder shall be mailed to the Holder at the Holder's address as it appears on the Note Register and shall be sufficiently given if so mailed within the time prescribed. Notices shall be deemed to have been given as of the date of mailing.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, pdf, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties.

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

Section 12.03. *Communication by Holders with Other Holders.* Holders may communicate pursuant to TIA § 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Trustee shall comply with TIA § 312(b). The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA § 312(c).

Section 12.04. *Certificate and Opinion as to Conditions Precedent.* Upon any request or application by the Company to the Trustee to take or refrain from taking any action under this Indenture, the Company shall deliver to the Trustee an Officers' Certificate stating that all conditions precedent (including covenants compliance with which constitutes a condition precedent), if any, 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 (including covenants compliance with which constitutes a condition precedent), if any, have been complied with.

Section 12.05. *Statements Required in Certificate or Opinion.* Each certificate or opinion with respect to compliance with a covenant or condition provided for in this Indenture shall include:

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

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

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

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

In giving an Opinion of Counsel, counsel may rely as to factual matters on an Officers' Certificate or such other certificates of Officer(s) as it may deem appropriate and on certificates of public officials.

Section 12.06. *When Notes Disregarded.* In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Company or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company shall be disregarded and deemed not to be Outstanding, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes which a Responsible Officer of the Trustee actually knows are so owned shall be so disregarded. Also, subject to the foregoing, only Notes Outstanding at the time shall be considered in any such determination.

Section 12.07. *Rules by Trustee, Paying Agent and Registrar.* The Trustee may make reasonable rules for action by, or a meeting of, Holders. The Registrar and the Paying Agent may make reasonable rules for their functions.

Section 12.08. *Governing Law.* This Indenture and the Notes shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 12.09. *No Recourse Against Others.* No recourse for the payment of the principal of, or interest on any Note and no recourse under or upon any obligation, covenant, agreement of the Company or of a guarantor in this Indenture, the Notes, or in any supplemental indenture, or because of the creation of any Indebtedness represented thereby, shall be had against any incorporator, stockholder, employee, agent, officer, director, or subsidiary, past, present or future, of the Company or of any successor corporation or entity, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being understood that all such liability is hereby waived and released as a condition to, and as a consideration for, the execution and delivery of this Indenture and the issue of the Notes.

Section 12.10. *Successors.* All agreements of the Company in this Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors.

Section 12.11. *Multiple Originals.* The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Indenture.

Section 12.12. *Force Majeure.* In no event shall the Trustee be responsible or liable for any failure or delay in the performance of their obligations hereunder arising out of or caused by, directly or indirectly, forces beyond their control, including, without limitation, strikes, work stoppages other than of the Trustee, respectively, 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; it being understood that the Company or Trustee, as applicable, shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 12.13. *Not Responsible for Recitals or Issuance of Notes.* The recitals contained herein and in the Notes, except the Trustee's certificates of authentication, shall be taken as the statements of the Company, and the Trustee or any Authenticating Agent assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Securities. The Trustee or any Authenticating Agent shall not be accountable for the use or application by the Company of Notes or the proceeds thereof.

Section 12.14. *Waiver of Jury Trial.* 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 INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

[*Remainder of Page Intentionally Left Blank*]

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

CIENA CORPORATION

By: _____
Name:
Title:

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

By: _____
Name:
Title:

Exhibit A

[FORM OF FACE OF NOTE]

CIENA CORPORATION

3.75% Convertible Senior Notes due 2018

CUSIP: 171779 AJ0
ISIN: US171779AJ07

No. $

CIENA CORPORATION promises to pay to

or its registered assigns,

the principal sum of DOLLARS

on October 15, 2018.

Interest Payment Dates: April 15 and October 15

Regular Record Dates: April 1 and October 1

Dated: , 2017

CIENA CORPORATION

By: _____
Name:
Title:

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

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

By: _____
Authorized Signatory

[INCLUDE IF A GLOBAL NOTE]

[THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DEPOSITARY**"), OR A NOMINEE OF THE DEPOSITARY, WHICH MAY BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS THE OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY 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 IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, 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, AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.]

[BACK OF NOTE]

CIENA CORPORATION

3.75% Convertible Senior Notes due 2018

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

(1) **Interest**. Ciena Corporation, a Delaware corporation (the "**Company**"), promises to pay interest on the principal amount of this Note at 3.75% per annum from [ ], 2017 until Stated Maturity. The Company will pay interest, if any, semi-annually in arrears on April 15 and October 15 of each year (subject to limited exceptions if the Note is converted or purchased prior to such date), or if any such day is not a Business Day, on the immediately following Business Day (each, an "**Interest Payment Date**"). 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 April 15, 2017; *provided that* if there is no existing Default in the payment of interest, and if this Note is authenticated between a Regular Record Date (as defined below) and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; *provided, further,* that the first Interest Payment Date shall be October 15, 2017. The Company will pay interest on overdue principal from time to time on demand at the rate then in effect to the extent lawful; it will pay interest on overdue installments of interest, if any (without regard to any applicable grace periods), from time to time on demand at the same rate to the extent lawful. Interest will be computed on the basis of a 360-day year of twelve 30-day months. All references to "**interest**" in this Note are deemed to include Additional Interest, if any, payable pursuant to Section 7.01 of the Indenture.

(2) **Method of payment**. The Company will pay interest on the Notes, if any, to the Persons who are registered Holders of Notes at the close of business on April 1 or October 1 next preceding the Interest Payment Date (each a "**Regular Record Date**"), even if such Notes are canceled after such Regular Record Date and on or before such Interest Payment Date. The Notes will be payable as to principal, if any, and interest at the office or agency of the Company maintained for such purpose within or without the City and State of New York, or, at the option of the Company, such payments may be made by check mailed to the Holders at their addresses set forth in the Note Register; *provided that* the Notes represented by a Global Note will be paid by wire transfer of immediately available funds to the accounts specified by the Depositary in accordance with the settlement procedures of the Depositary, and all other Notes with an aggregate principal amount in excess of $2 million will be paid by wire transfer of immediately available funds if the Holders have provided wire transfer instructions at least 10 Business Days prior to the payment date to the Company or the Paying Agent. Such payment will be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

(3) **Paying agent, registrar and conversion agent**. Initially, The Bank of New York Mellon Trust Company, N.A., the Trustee under the Indenture, will act as Paying Agent, Registrar and Conversion Agent. The Company may change any Paying Agent, Registrar or Conversion Agent without notice to any Holder. The Company or any of its Subsidiaries may act in any such capacity.

(4) **Indenture**. The Company issued the Notes under the Indenture dated as of [ ], 2017 (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 TIA. The Notes are subject to all such terms, and Holders are referred to the Indenture and the TIA for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Notes are unsecured obligations of the Company.

(5) **Repurchase at the option of holder upon a fundamental change**. Upon the occurrence of a Fundamental Change at any time prior to Stated Maturity, each Holder may require the Company to repurchase the Notes on a date chosen by the Company in its sole discretion that is no less than 20 Business Days and no more than 35 Business Days after the sending of the Fundamental Change Repurchase Right Notice (the "**Fundamental Change Repurchase Date**"), and the Company shall repurchase on the Fundamental Change Repurchase Date, any or all Notes submitted for repurchase for cash, at a price equal to 100% of the aggregate principal amount thereof *plus* accrued and unpaid interest, if any, to but not including the Fundamental Change Repurchase Date, unless such Fundamental Change Repurchase Date falls after a Regular Record Date and on or prior to the corresponding Interest Payment Date, in which case the Company shall pay the full amount of accrued and unpaid interest payable on such Interest Payment Date to the Holder of record at the close of business on the corresponding Regular Record Date. At least 20 Business Days prior to the anticipated effective date of a Fundamental Change (or if the Company does not have actual notice of a Fundamental Change 20 Business Days prior to the effective date, as soon as the Company has actual notice of such Fundamental Change), the Company will provide to all Holders, the Trustee, the Paying Agent, the Registrar and the Conversion Agent a Fundamental Change Notice as required by the Indenture. On or before the 20th Trading Day after the effective date of a Fundamental Change, the Company will provide to all Holders, the Trustee, the Paying Agent, the Registrar and Conversion Agent a Fundamental Change Repurchase Right Notice.

(6) **Conversion**. At any time prior to the close of business on the Business Day immediately proceeding the date of Stated Maturity, Holders of the Notes may surrender any portion of the principal amount of any Note that is an integral multiple of $1,000 for conversion (*provided that* the principal amount of such Note to remain Outstanding after such conversion is equal to $2,000 or any integral multiple of $1,000 in excess thereof) into cash, fully paid and non-assessable shares of Common Stock or a combination thereof, as applicable, at the Conversion Rate, determined as provided in the Indenture, in effect at the time of conversion.

(7) **Denominations, transfer, exchange**. The Notes are in registered form without coupons in denominations of $2,000 and an integral multiple of $1,000 in excess thereof. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Note or portion of a Note selected for conversion or repurchase, except for the unconverted or unrepurchased portion of any Note being converted or repurchased in part. Also, the Company need not exchange or register the transfer of any Notes during the period between a Regular Record Date and the corresponding Interest Payment Date.

(8) **Persons deemed owners**. The registered Holder of a Note may be treated as its owner for all purposes.

(9) **Amendment, supplement and waiver**. Subject to certain exceptions, the Indenture and the Notes may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the then Outstanding Notes, including Additional Notes, if any, and any existing Default or compliance with any provision of the Indenture and the Notes may be waived with the consent of the Holders of a majority in aggregate principal amount of the then Outstanding Notes, including Additional Notes, if any, voting as a single class. Without the consent of any Holder of a Note, the Indenture and the Notes may be amended or supplemented to cure any ambiguity, omission, defect or inconsistency that does not adversely affect the rights of any Holder in any material respect, to provide for the assumption of the Company's obligations under the Indenture or the Notes in accordance with the provisions in the Indenture, to comply with requirements of the Commission in order to effect or maintain the qualification of the Indenture under the TIA, to secure the Notes or provide guarantees of the Notes, to provide for the issuance of Additional Notes, to add covenants that would benefit the Holders of the Notes or to surrender any rights of the Company under the Indenture, to add Events of Default with respect to the Notes, to make any change that does not adversely affect any Outstanding Notes in any material respect, or to evidence and provide for the acceptance of the appointment of a successor Trustee under the Indenture.

(10) **Trustee dealings with company**. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not the Trustee.

(11) **No recourse against others**. A director, officer, employee, incorporator or stockholder of the Company, as such, will 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. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes.

(12) **Open market purchases**. The Company may, to the extent permitted by applicable law, at any time, and from time to time, purchase Notes at any price in the open market or otherwise.

(13) **Authentication**. This Note will not be valid until authenticated by the manual signature of the Trustee or an Authenticating Agent.

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

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

(16) **Governing law**. THE INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THE INDENTURE AND THIS NOTE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

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

(Insert assignee's legal name)

_____

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

_____

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

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

Date: _____

Your Signature: _____

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

Signature Guarantee*: _____

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

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of exchange	Amount of decrease in principal amount of this Global Note	Amount of increase in principal amount of this Global Note	Principal amount of this Global Note following such decrease (or increase)	Signature of authorized officer of Trustee or Notes Custodian

Exhibit B

FORM OF CONVERSION NOTICE

Ciena Corporation

The Bank of New York Mellon Trust Company, N.A.

Re: 3.75% Convertible Senior Notes due 2018
CONVERSION NOTICE (CUSIP 171779 AJ0)

Reference is hereby made to the Indenture, dated as of [_____], 2017 (the "**Indenture**"), between Ciena Corporation, as issuer (the "**Company**"), and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the "**Owner**") owns and proposes to convert the Note[s] or interest in such Note[s] specified herein, in the principal amount of $____ in such Note[s] or interests (the "**Conversion**") pursuant to Article 6 of the Indenture. In connection with the Conversion, the Owner hereby certifies that, as Owner of this Note, he/she hereby irrevocably exercises the option to convert this Note, or such portion of this Note in the principal amount designated above, into cash, shares of Common Stock of the Company or a combination thereof, as applicable, in accordance with the terms of the Indenture. The Owner directs that any cash payable and any shares of Common Stock of the Company issuable and deliverable upon the Conversion, together with any Notes representing any unconverted principal amount hereof, be delivered to and be registered in the name of the undersigned unless a different name has been indicated below. If shares of Common Stock or Notes are to be registered in the name of a Person other than the undersigned, (a) the undersigned will pay all transfer taxes payable with respect thereto and (b) signature(s) must be guaranteed by an eligible guarantor institution with membership in an approved signature guarantee program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934. Any amount required to be paid by the undersigned on account of interest accompanies this Note.

Dated: _____

_____
Signature(s)

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

_____
(Name)

_____
(Address)

Social Security or other Identification Number, if any.

[Signature Guaranteed]

If only a portion of a Definitive Note is to be converted, please indicate:

1. Principal amount to be converted: $_____

2. Principal amount and denomination of Notes representing unpurchased principal amount to be issued:

Amount: $ Denominations: $

($2,000 or any integral multiple of $1,000 in excess thereof, *provided that* the unconverted portion of such principal amount is $2,000 or any integral multiple of $1,000 in excess thereof.)

Exhibit C

FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE

TO: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. as Paying Agent

The undersigned registered owner of this Note hereby irrevocably acknowledges receipt of a notice from Ciena Corporation (the "**Company**") as to the occurrence of a Fundamental Change with respect to the Company and requests and instructs the Company to repurchase for cash, at a price equal to 100% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to but not including the Fundamental Change Repurchase Date to the registered holder hereof; *provided* that if the Fundamental Change Repurchase Date falls after a Regular Record Date and on or prior to the corresponding Interest Payment Date, in which case the Company shall pay the full amount of accrued and unpaid interest payable on such Interest Payment Date to the Holder of record at the close of business on the corresponding Regular Record Date. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

Dated: _____

_____

_____

Signature(s)

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

Certificate numbers of the Notes (if applicable):

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

Social Security or Other Taxpayer Identification Number:

Exhibit 5.1

Hogan Lovells US LLP
100 International Drive
Suite 2000
Baltimore, Maryland 21202
T +1 410 659 2700
F +1 410 659 2701
www.hoganlovells.com

July 14, 2017

Board of Directors
Ciena Corporation
7035 Ridge Road
Hanover, Maryland 21076

Ladies and Gentlemen:

We are acting as counsel to Ciena Corporation, a Delaware corporation (the "**Company**") in connection with the registration statement on Form S-4 (the "**Registration Statement**"), filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "**Act**"), relating to the Company's offer to exchange up to $350,000,000 aggregate principal amount at maturity of new 3.75% Convertible Senior Notes due 2018 of the Company (the "**New Notes**") plus an exchange fee of $2.50 per $1,000 original principal amount of validly tendered and accepted outstanding 3.75% Convertible Senior Notes due 2018 (the "**Old Notes**") of the Company, for up to $350,000,000 aggregate principal amount at maturity of Old Notes (the "**Exchange Offer**"). The New Notes will be issued pursuant to an Indenture (the "**Indenture**") by and among the Company and The Bank of New York Mellon Trust Company, N.A., as trustee, (the "**Trustee**"). The New Notes are convertible into shares of common stock, $0.01 par value per share, of the Company (the "**Conversion Shares**"), in accordance with the terms of the Indenture. This opinion letter is furnished to you at your request to enable you to fulfill the requirements of Item 601(b)(5) of Regulation S-K, 17 C.F.R. § 229.601(b)(5), in connection with the Registration Statement.

For purposes of this opinion letter, we have examined copies of such agreements, instruments and documents as we have deemed an appropriate basis on which to render the opinions hereinafter expressed. In our examination of the aforesaid documents, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents, and the conformity to authentic original documents of all documents submitted to us as copies (including pdfs). As to all matters of fact, we have relied on the representations and statements of fact made in the documents so reviewed, and we have not independently established the facts so relied on. This opinion letter is given, and all statements herein are made, in the context of the foregoing.

To the extent that the obligations of the Company under the Indenture and the New Notes may depend upon such matters, we have assumed for purposes of the opinions expressed below that: (i) the Trustee is duly qualified to engage in the activities contemplated by the Indenture, has all requisite power and authority under all applicable laws, regulations and governing documents to execute, deliver and perform its obligations under the Indenture, and is in compliance with such laws, regulations and governing documents, (ii) the Trustee is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and (iii) the Indenture has been duly authorized, executed and delivered by the Trustee and (when executed) will constitute a valid and binding obligation, enforceable against the Trustee in accordance with its terms.

This opinion letter is based as to matters of law solely on the applicable provisions of the following, as currently in effect: (i) Delaware General Corporation Law, as amended, and (ii) as to the opinions given in paragraph (a), the laws of the State of New York (but not including any laws, statutes, ordinances, administrative decisions, rules or regulations of any political subdivision below the state level). We express no opinion herein as to any other, statutes, rules, or regulations (and in particular, we express no opinion as to any effect that such other statutes, rules or regulations may have on the opinions expressed herein).

Based upon, subject to and limited by the foregoing, we are of the opinion that:

(a) The New Notes have been duly authorized, and following (i) the effectiveness of the Registration Statement, (ii) due execution and delivery of the Indenture on behalf of the Company and the Trustee, (iii) due authentication of the New Notes by the Trustee, and (iv) due execution, issuance and delivery of the New Notes by the Company upon consummation of the Exchange Offer against receipt of the Old Notes surrendered in exchange therefor in accordance with the terms of the Exchange Offer, and as otherwise contemplated by the Indenture and the Registration Statement, the New Notes will constitute valid and binding obligations of the Company.

(b) The Conversion Shares initially issuable upon conversion of the New Notes have been duly authorized and, when issued in accordance with the terms of the Notes and the Indenture, upon due execution and delivery on behalf of the Company of certificates therefor, or the entry of the issuance thereof in the books and records of the Company, as the case may be, will be validly issued, fully paid and non-assessable.

In addition to the assumptions, qualifications, exceptions and limitations elsewhere set forth in this opinion letter, our opinions expressed above are also subject to the effect of: (i) bankruptcy, insolvency, reorganization, receivership, moratorium and other laws affecting creditors' rights (including, without limitation, the effect of statutory and other law regarding fraudulent conveyances, fraudulent transfers and preferential transfers); and (ii) the exercise of judicial discretion and the application of principles of equity, good faith, fair dealing, reasonableness, conscionability and materiality (regardless of whether the applicable agreements are considered in a proceeding in equity or at law).

This opinion letter has been prepared for use in connection with the Registration Statement. We assume no obligation to advise of any changes in the foregoing subsequent to the effective date of the Registration Statement.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement and to the reference to this firm under the caption "Legal Matters" in the prospectus constituting a part of the Registration Statement. In giving this consent, we do not thereby admit that we are an "expert" within the meaning of the Securities Act of 1933, as amended.

Very truly yours,

/s/ HOGAN LOVELLS US LLP

HOGAN LOVELLS US LLP

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Amendment No. 2 to the Registration Statement on Form S-4 of our report dated December 21, 2016 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in Ciena Corporation's Annual Report on Form 10-K for the year ended October 31, 2016.

/s/ PricewaterhouseCoopers LLP
Baltimore, Maryland
July 14, 2017