

SECURITIES AND EXCHANGE COMMISSION

FORM S-3/A

Registration statement for specified transactions by certain issuers [amend]

Filing Date: **1994-04-15**
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FILER

PROTECTIVE LIFE CORP

CIK: **355429** | IRS No.: **952492236** | State of Incorpor.: **DE** | Fiscal Year End: **1231**
Type: **S-3/A** | Act: **33** | File No.: **033-52831** | Film No.: **94523014**
SIC: **6311** Life insurance

Mailing Address
PO BOX 2606
BIRMINGHAM AL 35202

Business Address
2801 HGWY 280 S
BIRMINGHAM AL 35223
2058799230

Registration No. 33-52831

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 2
TO
FORM S-3

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

<TABLE>	
<S>	<C>
PROTECTIVE LIFE CORPORATION	PLC CAPITAL L.L.C.
(Exact name of registrant as specified in its charter)	(Exact name of registrant as specified in its charter)
DELAWARE	DELAWARE
(State or other jurisdiction of incorporation or organization)	(State or other jurisdiction of incorporation or organization)
95-2492236	63-1114346
(I.R.S. Employer Identification No.)	(I.R.S. Employer Identification No.)
</TABLE>	

C/O DEBORAH J. LONG, ESQ.
SENIOR VICE PRESIDENT AND GENERAL COUNSEL
PROTECTIVE LIFE CORPORATION
P.O. BOX 2606
BIRMINGHAM, ALABAMA 35202
(205) 879-9230

(Address, including zip code and telephone number, including area code, of registrants' principal executive offices and agent for service)

COPIES TO:

<TABLE>	
<S>	<C>
MICHAEL W. BLAIR, ESQ.	ALAN J. SINSHEIMER, ESQ.
DEBEVOISE & PLIMPTON	SULLIVAN & CROMWELL
875 THIRD AVENUE	125 BROAD STREET
NEW YORK, NEW YORK 10022	NEW YORK, NEW YORK 10004
</TABLE>	

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: From time to time as determined by market conditions, after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. / /

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. /X/

THE REGISTRANTS HEREBY AMEND THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANTS 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 OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PROSPECTUS SUPPLEMENT SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH STATE.

SUBJECT TO COMPLETION, DATED APRIL 15, 1994

PROSPECTUS SUPPLEMENT TO PROSPECTUS DATED APRIL [], 1994

[] PREFERRED SECURITIES
PLC CAPITAL L.L.C.

% CUMULATIVE MONTHLY INCOME PREFERRED SECURITIES, SERIES A ("MIPS"*)

(LIQUIDATION PREFERENCE \$25 PER SERIES A PREFERRED SECURITY)

GUARANTEED TO THE EXTENT SET FORTH HEREIN BY
PROTECTIVE LIFE CORPORATION

The % Cumulative Monthly Income Preferred Securities, Series A (the "Series A Preferred Securities"), representing preferred limited liability company interests offered hereby are being issued by PLC Capital L.L.C. ("PLC Capital"), a Delaware limited liability company formed by Protective Life Corporation, a Delaware corporation ("Protective Life"), solely to issue securities and loan the proceeds thereof to Protective Life. Accordingly, the proceeds from the sale of Series A Preferred Securities will be loaned by PLC Capital to Protective Life in exchange for subordinated debentures of Protective Life (the "Series A Subordinated Debentures") having the terms described herein. See "Terms of the Series A Preferred Securities" and "Description of Series A Subordinated Debentures".

Holders of the Series A Preferred Securities will be entitled to receive, in preference to holders of Common Securities (as defined herein), cumulative cash distributions ("dividends"), at an annual rate of % of the liquidation preference of \$25 per Series A Preferred Security, accruing from the date of original issuance and payable monthly in arrears on the last day of each calendar month, commencing May , 1994. NO DIVIDENDS RECEIVED BY A HOLDER OF SERIES A PREFERRED SECURITIES WILL BE ELIGIBLE FOR THE DIVIDENDS RECEIVED DEDUCTION FOR U.S. FEDERAL INCOME TAX PURPOSES. The payment of dividends (but only if and to the extent declared out of moneys held by PLC Capital and legally available therefor) and payments on liquidation (but only to the extent of the remaining assets of PLC Capital) or redemption with respect to the Series A Preferred Securities are guaranteed by a subordinated guarantee (the "Guarantee") of Protective Life to the extent described herein. See "Description of the Guarantee".

The Series A Preferred Securities are redeemable, at the option of PLC Capital, in whole or in part, at any time on or after May , 1999 and will be redeemed, under certain circumstances, from the proceeds of any cash repayment or permitted prepayment by Protective Life of the Series A Subordinated Debentures, in each case at a cash redemption price of \$25 per Series A Preferred Security, plus accumulated and unpaid dividends (whether or not declared) to the redemption date (the "Redemption Price"). In addition, at the option of PLC Capital, following the occurrence of an Investment Company Act Event or a Tax Event (each as defined herein), the Series A Preferred Securities are redeemable, in whole but not in part, for cash at the Redemption Price or exchangeable, in whole but not in part, for Series A Subordinated Debentures having an aggregate principal amount and accrued and unpaid interest equal to the Redemption Price. If the Series A Preferred Securities are exchanged for Series A Subordinated Debentures, Protective Life has agreed to use its best efforts to have the Series A Subordinated Debentures listed on the same

exchange, if any, on which the Series A Preferred Securities are listed. See "Terms of the Series A Preferred Securities -- Redemption".

In the event of the liquidation of PLC Capital, holders of Series A Preferred Securities will be entitled to receive for each Series A Preferred Security a liquidation preference of \$25 plus accumulated and unpaid dividends (whether or not declared) to the date of payment before any liquidation payments are made in respect of Common Securities. See "Terms of the Series A Preferred Securities -- Liquidation Distribution".

FOR A DISCUSSION OF CERTAIN FACTORS TO BE CONSIDERED IN CONNECTION WITH AN INVESTMENT IN THE SERIES A PREFERRED SECURITIES, INCLUDING CIRCUMSTANCES UNDER WHICH PAYMENT OF DIVIDENDS ON THE SERIES A PREFERRED SECURITIES AND INTEREST ON THE SERIES A SUBORDINATED DEBENTURES MAY BE DEFERRED, SEE "CERTAIN INVESTMENT CONSIDERATIONS." DURING ANY SUCH DEFERRAL HOLDERS WILL BE REQUIRED TO INCLUDE UNPAID DIVIDENDS IN INCOME FOR FEDERAL TAX PURPOSES.

Application will be made to list the Series A Preferred Securities on the New York Stock Exchange (the "NYSE").

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS TO WHICH IT RELATES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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	INITIAL PUBLIC OFFERING PRICE	UNDERWRITING COMMISSIONS (1)	PROCEEDS TO PLC CAPITAL (2) (3)
<S>	<C>	<C>	<C>
Per Series A Preferred Security.....	\$25.00	(2)	\$25.00
Total(4).....	\$[]	(2)	\$[]
<FN>			

- (1) Protective Life and PLC Capital have agreed to indemnify the several Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended. See "Underwriting."
- (2) Protective Life has agreed to pay to the Underwriters, as compensation for their services, a commission of \$ per Series A Preferred Security (or \$ in the aggregate), except that such compensation will be \$ per Series A Preferred Security sold to certain institutions, thus reducing the aggregate compensation specified above. See "Underwriting."
- (3) Expenses of the offering, estimated at \$, are payable by Protective Life.
- (4) [PLC Capital has granted to the Underwriters a 30-day option to purchase, on the same terms set forth above, up to [] additional Series A Preferred Securities at the Initial Public Offering Price (with additional underwriting compensation) solely to cover over-allotments, if any. If the option is exercised in full, the total Initial Public Offering Price, underwriting commissions (payable by Protective Life) and proceeds to PLC Capital will be \$, \$ and \$, respectively. See "Underwriting."]

</TABLE>

The Series A Preferred Securities offered hereby are offered severally by the Underwriters, as specified herein, subject to receipt and acceptance by them and subject to their right to reject any order in whole or in part. It is expected that delivery of certificates for the Series A Preferred Securities will be made only in book-entry form through the facilities of The Depository Trust Company on or about May , 1994.

*An application has been filed by Goldman, Sachs & Co. with the United States Patent and Trademark Office for the registration of the MIPS servicemark.
GOLDMAN, SACHS & CO.
DEAN WITTER REYNOLDS INC.

The date of this Prospectus Supplement is May , 1994.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SECURITIES OFFERED HEREBY AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH TRANSACTIONS MAY BE EFFECTED ON THE NEW YORK STOCK EXCHANGE OR OTHERWISE. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

FOR NORTH CAROLINA PURCHASERS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE COMMISSIONER OF INSURANCE FOR THE STATE OF NORTH CAROLINA, NOR HAS THE COMMISSIONER OF INSURANCE RULED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT.

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PLC CAPITAL L.L.C.

PLC Capital is a limited liability company formed under the laws of the State of Delaware. Protective Life owns, directly and indirectly, all the outstanding common limited liability company interests ("Common Securities") of PLC Capital, which Common Securities are nontransferable. PLC Capital was formed by Protective Life and a wholly-owned subsidiary solely to issue preferred or preference limited liability company interests ("Preferred Securities") and Common Securities (collectively, the "Membership Securities") and to lend the proceeds thereof to Protective Life in exchange for subordinated debentures ("Subordinated Debentures"). Interest and principal on Subordinated Debentures are intended to fund the payment of dividends and redemption and liquidation distributions on the Membership Securities. Accordingly, PLC Capital's sole source of cash flow is Protective Life, and PLC Capital's ability to make dividend and other payments in respect of the Series A Preferred Securities will be dependent on interest and principal payments by Protective Life on the Series A Subordinated Debentures. See "Protective Life Corporation". PLC Capital will be managed by Protective Life, in its capacity as a holder of Common Securities (in such capacity, the "Managing Member"). PLC Capital's principal executive offices are located at 2801 Highway 280 South, Birmingham, Alabama 35223 (Telephone: (205) 879-9230).

PLC Capital is a legal entity under the laws of the State of Delaware and is distinct from its owners, who are known as "members". A Delaware limited liability company provides limited liability to its members in a manner similar to that provided to stockholders of a Delaware corporation. Therefore, unless expressly provided in a limited liability company agreement or otherwise agreed, under Delaware law no general liability exists for members or managers of a limited liability company. The Amended and Restated Limited Liability Company Agreement of PLC Capital (the "L.L.C. Agreement") provides that Protective Life will have general liability for the debts and obligations of PLC Capital (including tax obligations, but excluding obligations in respect of Series A Preferred Securities) in the same manner as a general partner of a Delaware limited partnership. Under Delaware law, members who hold Series A Preferred Securities (other than Protective Life) will not be liable for the debts, obligations and liabilities of PLC Capital, whether arising in contract, tort or otherwise, solely by reason of being a member of PLC Capital (subject to any obligation such members may have to repay any funds that may have been wrongfully distributed to them).

PROTECTIVE LIFE CORPORATION

Protective Life, a Delaware corporation incorporated in 1981, is an insurance holding company that owns a group of life insurance companies that provide financial services through the production, distribution and administration of insurance and investment products. Protective Life Insurance

Company ("Protective Life Insurance"), founded in 1907, is Protective Life's principal operating subsidiary. Protective Life Insurance has five marketing divisions: Agency, Group, Guaranteed Investment Contracts, Financial Institutions, and Investment Products. Protective Life Insurance has two additional business segments: Acquisitions and Corporate and Other. Unless the context otherwise requires, as used in this section "Protective Life" refers to the consolidated group of Protective Life Corporation and its subsidiaries. Protective Life's principal executive offices are located at 2801 Highway 280 South, Birmingham, Alabama 35223 (Telephone: (205) 879-9230).

During 1993, Protective Life reported revenues of \$760 million and net income of \$57 million. At December 31, 1993, Protective Life had total assets of \$5.3 billion, stockholders' equity of \$361 million and life insurance inforce of \$42.5 billion. Protective Life's insurance subsidiaries generated approximately 94% of its revenues in 1993. Protective Life Insurance is currently rated A+ (Superior) by A.M. Best Company, Inc. ("A.M. Best"). A.M. Best, an independent insurance industry rating organization, assigns fifteen letter ratings to insurance companies, ranging from "A++ (Superior)" to "C-(Fair)." A.M. Best's ratings are based on factors of relevance primarily to policyholders and are not directed to the protection of investors, such as holders of the Series A Preferred Securities. Such ratings do not apply to the Series A Preferred Securities offered hereby.

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AGENCY DIVISION

Since 1983, the Agency Division has utilized a distribution system based on experienced independent personal producing general agents who are recruited by regional sales managers. At December 31, 1993, there were 26 regional sales managers located throughout the United States and approximately 12,850 independent personal producing general agents, brokers, and other agents under contract. In 1993 the Division began distributing certain insurance products through securities broker-dealers.

Current marketing efforts in the Agency Division are directed toward universal life products and products designed to compete in the term marketplace. Protective Life currently emphasizes back-end loaded universal life policies which reward the continuing policyholder and which are designed to maintain the persistency of its universal life business. The products designed to compete in the term marketplace are term-like policies with guaranteed level premiums for the first 15 years which provide a competitive net cost to the insured.

GROUP DIVISION

Protective Life markets its group insurance products primarily in the southeastern and southwestern United States using the services of brokers who specialize in group products. Sales offices in Alabama, Florida, Georgia, Illinois, Missouri, North Carolina, Ohio, Oklahoma, Tennessee and Texas are maintained to serve these brokers. The Group Division offers substantially all forms of group insurance customary in the industry, making available complete packages of life and accident and health insurance to employers. The life and accident and health insurance packages include hospital and medical coverages as well as dental and disability coverages. To address rising health care costs, the Group Division provides cost containment services such as utilization review and catastrophic case management. Group policies are directed primarily at employers and associations with between 25 and 1,000 employees.

The group accident and health insurance business is generally considered to be cyclical. Profits rise or fall as competitive forces allow or prevent rate increases to keep pace with changes in group health medical costs. Protective Life is placing marketing emphasis on other specialty health insurance products which are less affected by medical cost inflation, including dental insurance policies, hospital indemnity policies and individual cancer insurance policies. Sales of both the cancer and the dental products have expanded rapidly and now represent a substantial portion of the Group Division's premiums and operating income. It is anticipated that a significant part of the growth in Protective Life's health insurance premium income in the next several years will be from such specialty products.

In October 1993, the Clinton Administration submitted to Congress draft legislation proposing major reform of the nation's basic health care system. While it is impossible to predict the specifics of any reforms that may emerge from the legislative process, because of Protective Life's focus on specialty health products such as dental and cancer coverage, Protective Life does not believe that such basic health care legislation will have a material adverse effect on its business.

FINANCIAL INSTITUTIONS DIVISION

The Financial Institutions Division specializes in marketing insurance products through commercial banks, savings and loan associations, and mortgage bankers. It markets an array of life and health products designed to repay consumer and mortgage loans upon the occurrence of certain covered events. The majority of these policies cover consumer and mortgage loans made by financial institutions located primarily in the southeastern United States. The Financial Institutions Division also markets life and health products through the consumer finance industry and through automobile dealerships. The Division markets through both employee field representatives and brokers. The Financial Institutions Division also offers certain products through direct mail solicitation to customers of financial institutions.

INVESTMENT PRODUCTS DIVISION

The Investment Products Division manufactures, sells, and supports annuity products. These products are sold through the Agency Division, financial institutions, and broker-dealer distribution

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channels. The Investment Products Division was formed to respond to an increased consumer demand for savings vehicles. The Investment Products Division also includes Protective Equity Services, Inc. ("PES"), a securities broker-dealer subsidiary. Through PES, licensed members of Protective Life Insurance's field force can sell stocks, bonds, mutual funds, and other financial instruments that may be manufactured or issued by companies other than Protective Life Insurance.

GUARANTEED INVESTMENT CONTRACTS DIVISION

In 1989, Protective Life Insurance began selling guaranteed investment contracts ("GICs"). Protective Life Insurance's GICs are contracts, generally issued to a 401(k) or other retirement savings plan, which guarantee a fixed return on deposits with such a plan for a specified period and often provide flexibility for withdrawals, in keeping with the benefits provided by the plan. Protective Life Insurance also offers a related product which is purchased primarily as a temporary investment vehicle by the trustees of escrowed municipal bond proceeds.

GIC sales are affected by the claims paying and financial strength ratings of Protective Life Insurance. Any downgrade in such ratings of Protective Life Insurance could have an adverse effect on its ability to sell GICs.

ACQUISITIONS DIVISION

Protective Life actively seeks to acquire blocks of insurance policies. These acquisitions may be accomplished through acquisitions of companies or through the assumption or reinsurance of policies. Reinsurance transactions may be made with court-administered insolvent companies or with companies otherwise divesting themselves of blocks of business. Generally, such acquisitions do not include the acquisition of an active sales force. Blocks of policies acquired through the Acquisitions Division are administered as "closed" blocks; I.E., no new policies are sold. Therefore, the amount of insurance in force for a particular block of acquired business is expected to decline with time due to lapses and deaths of the insureds. The experience of Protective Life has been that acquired or reinsured business can be administered more efficiently by Protective Life than by previous management or court administrators.

CORPORATE AND OTHER

The Corporate and Other segment consists of several small insurance lines of business and the operations of several small noninsurance subsidiaries.

INVESTMENT PORTFOLIO

At December 31, 1993, Protective Life had approximately \$4.8 billion of invested assets. Protective Life seeks to maintain a conservative investment portfolio, yet deliver attractive returns to its policyholders and shareholders. The portfolio of invested assets is managed to support the liabilities of Protective Life's lines of business. Protective Life invests its assets giving consideration to such factors as liquidity needs, investment quality, investment return, matching of assets and liabilities, and the composition of the portfolio by asset type and credit exposure. At year end 1993, Protective Life's invested assets consisted of the following: 64% in fixed maturity investments (corporate bonds, mortgage-backed securities, and bank loan participations); 30% in commercial mortgages; 3% in policy loans; and 3% in other assets including short-term investments. At December 31, 1993, Protective Life's consolidated holdings of unrated or below investment grade fixed maturity investments amounted to 6.3% of its fixed maturity investments. In the early 1990's the life insurance industry attracted intense scrutiny due to mortgage loan problems. Many of these mortgage loan problems related to loans made on speculative, multi-tenant office buildings and on hotels -- market segments to which Protective Life, despite the investment of a large percentage of its portfolio in commercial mortgages, has little exposure. At December 31, 1993, loans to shopping centers anchored by K-Mart, Food Lion and Wal-Mart constituted 7%, 5% and 4%, respectively, of Protective Life's commercial mortgage portfolio.

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CERTAIN INVESTMENT CONSIDERATIONS

Prospective purchasers of Series A Preferred Securities should carefully review the information contained elsewhere in this Prospectus Supplement and in the accompanying Prospectus and should particularly consider the following matters.

DEPENDENCE ON SERIES A SUBORDINATED DEBENTURE PAYMENTS

The proceeds from the sale of the Series A Preferred Securities offered hereby, together with the capital contributions made in respect of the Common Securities, will be loaned by PLC Capital to Protective Life in exchange for Series A Subordinated Debentures of Protective Life. After giving effect thereto, PLC Capital will have no assets other than such Series A Subordinated Debentures. Thus, payments by PLC Capital on the Series A Preferred Securities will be completely dependent on payments by Protective Life on the Series A Subordinated Debentures, which in turn may be affected by the other matters referred to below and elsewhere in this Prospectus Supplement and the Prospectus.

OPTION TO EXTEND INTEREST PAYMENT PERIOD

Protective Life has the right under the Series A Subordinated Debentures to extend interest payment periods to up to 60 months, and, as a consequence, monthly dividends on the Series A Preferred Securities may be deferred (but will continue to accumulate, together with additional dividends on any such accumulated but unpaid dividends at the dividend rate) by PLC Capital during any such extended interest payment period. In the event that Protective Life exercises this right, Protective Life may not declare dividends on or repurchase, except as described herein, any shares of its capital stock. See "Description of the Series A Subordinated Debentures -- Interest".

TAX CONSEQUENCES OF EXTENDED INTEREST PERIOD

Should an extended interest payment period occur, PLC Capital will continue to accrue income for U.S. federal income tax purposes which will be allocated, but not distributed, to record holders of Series A Preferred Securities. As a result, such holders will include such amounts in income for U.S. federal income tax purposes in advance of the receipt of cash, and any such holders who dispose of Series A Preferred Securities prior to the record date for payment of dividends following such extended period will therefore have included such amounts in income but will not have received the cash dividends related thereto. See "Certain Federal Tax Considerations -- Potential Extension of Payment Period" and "-- Exchange of Series A Preferred Securities for Series A Subordinated Debentures".

SUBORDINATION OF SERIES A SUBORDINATED DEBENTURES

Protective Life's obligations under the Series A Subordinated Debentures are subordinate and junior in right of payment to all Senior Indebtedness of Protective Life. See "Description of the Series A Subordinated Debentures -- Subordination". At _____, 1994, Protective Life had approximately \$___ million of outstanding indebtedness, all of which would rank senior to the Series A Subordinated Debentures. The terms of the Series A Preferred Securities and the Series A Subordinated Debentures do not limit Protective Life's ability to incur additional indebtedness, including indebtedness that ranks senior to the Series A Subordinated Debentures.

HOLDING COMPANY STRUCTURE

Protective Life is a holding company that derives substantially all of its operating income and cash flow from its insurance company subsidiaries. Protective Life's ability to pay principal and interest on Senior Indebtedness and the Series A Subordinated Debentures is affected by the ability of its insurance company subsidiaries to declare and distribute dividends and to make payments on surplus notes (I.E., deeply subordinated inter-company notes owed by insurance company subsidiaries to Protective Life that are treated as equity capital for statutory accounting purposes), both of which may be limited by regulatory restrictions and, in the case of payments on surplus notes, by certain financial covenants. Protective Life's cash flow is also dependent on revenues from investment, data processing, legal and management services rendered to its subsidiaries. Insurance company subsidiaries of Protective Life are subject to various state statutory and regulatory restrictions, applicable to insurance companies generally, that limit the amount of cash dividends, loans and advances that those subsidiaries may pay

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to Protective Life. Under Tennessee insurance laws, Protective Life Insurance may generally only pay dividends to Protective Life out of its unassigned surplus as reflected in its statutory financial statements filed in that State. In addition, the Tennessee Commissioner of Insurance must approve (or not disapprove within 30 days of notice) payment of an "extraordinary" dividend from Protective Life Insurance, which generally under Tennessee insurance laws is a dividend that exceeds, together with all dividends paid by Protective Life Insurance within the previous 12 months, the greater of (I) 10% of Protective Life Insurance's surplus as regards policyholders at the preceding December 31 or (II) the net gain from operations of Protective Life Insurance for the 12 months ended on such December 31. The maximum amount that would qualify as ordinary dividends to Protective Life by its insurance subsidiaries in 1994 is estimated to be \$57 million. No assurance can be given that more stringent restrictions will not be adopted from time to time by states in which Protective Life's insurance subsidiaries are domiciled, which restrictions could have the effect, under certain circumstances, of significantly reducing dividends or other amounts payable to Protective Life by such subsidiaries without affirmative prior approval by state insurance regulatory authorities.

In the event of the insolvency, liquidation, reorganization, dissolution or other winding-up of a subsidiary of Protective Life, all creditors of such subsidiary, including holders of life and health insurance policies, would be entitled to payment in full out of the assets of such subsidiary before Protective Life, as shareholder or holder of surplus notes, would be entitled to any payment, and thus such creditors would have to be paid in full before the creditors of Protective Life (including the holders of the Series A Subordinated Debentures) would be entitled to receive any payment from the assets of such subsidiary.

REDEMPTION OR EXCHANGE UPON OCCURRENCE OF CERTAIN TAX EVENTS

Protective Life and PLC Capital have become aware that the Department of the Treasury is studying the federal income tax treatment of the interest payable on obligations similar to the Series A Subordinated Debentures. While Protective Life and PLC Capital are unable to predict the outcome of this matter, if the Department of the Treasury issues an official interpretation or regulation and

as a result there is more than an insubstantial increase in the risk that interest on the Series A Subordinated Debentures is not deductible by Protective Life, the Series A Preferred Securities would be subject to redemption or exchange, at the option of Protective Life. See "Terms of the Series A Preferred Securities -- Redemption" and "Certain Federal Tax Considerations -- Exchange of Series A Preferred Securities for Series A Subordinated Debentures".

REDUCTION OF PAYMENTS TO NON-U.S. HOLDERS DUE TO WITHHOLDING REQUIREMENTS

In the event that any U.S. taxes, duties, assessments or other governmental charges are required to be deducted or withheld from any payments to non-U.S. holders of the Series A Preferred Securities, neither Protective Life nor PLC Capital would be required to pay any additional amounts to such holders and, therefore, any such taxes or charges would reduce the amounts received by such holders.

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CAPITALIZATION OF PROTECTIVE LIFE

The following table sets forth the unaudited summary capitalization of Protective Life and its consolidated subsidiaries at December 31, 1993 and as adjusted to give effect to the sale of the Series A Preferred Securities offered hereby and the application of the proceeds therefrom as described under "Use of Proceeds" herein. The table should be read in conjunction with Protective Life's consolidated financial statements and notes thereto and other financial data incorporated by reference herein. See "Incorporation of Certain Documents by Reference" in the accompanying Prospectus.

<TABLE>
<CAPTION>

	AS OF DECEMBER 31, 1993	
	ACTUAL	AS ADJUSTED
	(IN THOUSANDS)	
<S>	<C>	<C>
Short-term debt		
Current portion of long-term debt.....	\$ 9,520	\$
Total short-term debt.....	9,520	
Long-term debt		
Notes payable to banks.....	137,500	
Mortgage and other notes payable less current portion.....	98	
Total long-term debt.....	137,598	
Series A Preferred Securities of PLC Capital (minority interest in consolidated subsidiary).....	--	
Stockholders' equity		
Preferred Stock (\$1 par value shares authorized: 850,000; issued: none).....	--	
Junior Participating Cumulative Preferred Stock (\$1 par value shares authorized: 150,000; issued: none).....	--	
Common equity (\$.50 par value shares authorized: 20,000,000; issued and outstanding: 13,693,244).....	360,733	360,733
Total stockholders' equity.....	360,733	360,733
Total capitalization.....	\$ 498,331	\$

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USE OF PROCEEDS

The proceeds from the sale of the Series A Preferred Securities (together with capital contributed in respect of Common Securities) will be loaned to Protective Life in exchange for Series A Subordinated Debentures. Protective Life will use the net proceeds of such loans (after paying commissions to the underwriters and other offering expenses) to repay bank borrowings under a variable rate term note and a three year revolving line of credit bearing interest at rates ranging from 4.0% to 4.4% at December 31, 1993.

SELECTED CONSOLIDATED FINANCIAL DATA OF PROTECTIVE LIFE CORPORATION

The following selected financial information for the years ended as of December 31, 1993, 1992, 1991, 1990 and 1989 has been derived from previously published audited consolidated financial statements of Protective Life, prepared in accordance with generally accepted accounting principles, which have been examined and reported upon by Coopers & Lybrand, independent auditors. The selected financial information should be read in conjunction with, and is qualified in its entirety by reference to, the consolidated financial statements from which it has been derived and the accompanying notes thereto incorporated by reference herein.

<TABLE>
<CAPTION>

	YEARS ENDED DECEMBER 31,				
	1993	1992	1991	1990	1989
	(IN THOUSANDS EXCEPT PER SHARE AMOUNTS)				
<S>	<C>	<C>	<C>	<C>	<C>
INCOME STATEMENT DATA					
Premiums and Policy Fees.....	\$ 370,758	\$ 323,136	\$ 273,975	\$ 248,448	\$ 236,830
Net Investment Income.....	362,130	284,069	233,502	136,995	82,453
Realized Investment Gains (Losses).....	5,054	(14)	(3,085)	(3,154)	209
Other Income.....	21,695	18,835	11,556	8,197	5,231
Total Revenues.....	759,637	626,026	515,948	390,486	324,723
Benefits and Expenses.....	674,593	566,079	464,245	350,204	292,437
Income Before Income Tax.....	85,044	59,947	51,703	40,282	32,286
Net Income.....	56,550 (1)	41,420 (2)	35,789	28,133	21,793
PRE-TAX INCOME BY BUSINESS SEGMENT					
Agency.....	20,064 (3)	12,985	12,087	9,877	3,703
Group.....	10,394	7,731	8,146	6,193	6,059
Financial Institutions.....	8,196	5,411	4,447	3,120	2,964
Investment Products.....	2,931 (3)	4,601	391	(1,351)	(1,423)
Guaranteed Investment Contracts.....	25,405	14,533	9,933 (4)	2,919 (4)	(289)
Acquisitions.....	29,845 (3)	20,031	23,494	17,659	17,736
Corporate and Other.....	(13,667) (3), (4)	(3,896) (4)	(4,110) (4)	3,624	3,327
Unallocated and Realized Investment Gains.....	1,876	(1,449)	(2,685)	(1,759)	209
Total Pre-tax Income.....	85,044	59,947	51,703	40,282	32,286
BALANCE SHEET DATA					
Invested Assets:					
Fixed Maturities.....	3,051,292 (5)	2,185,015	1,541,991	1,035,176	421,165
Equity Securities.....	40,596	26,588	31,235	23,222	20,657
Mortgage Loans on Real Estate.....	1,407,744	1,178,164	985,159	666,150	388,913
Investment Real Estate.....	22,061	17,020	22,240	16,713	10,651
Policy Loans.....	141,135	117,873	120,527	127,253	107,594
Other Long-term Investments.....	20,191	19,618	29,259	34,676	20,527
Short-term Investments.....	83,692	52,792	65,344	126,046	36,412
Total Invested Assets.....	4,766,711	3,597,070	2,795,755	2,029,236	1,005,919
Total Assets.....	5,316,005	4,006,667	3,120,290	2,331,197	1,232,280
Total Debt.....	147,118	88,248	57,579	81,145	27,831
Total Liabilities.....	4,955,272	3,725,267	2,868,545	2,108,871	1,020,611
Stockholders' Equity.....	360,733 (5)	281,400	251,745	222,326	211,669
PER SHARE DATA					
Net Income.....	4.13 (1)	3.03 (2)	2.62	2.07	1.58
Stockholders' Equity.....	26.34 (5)	20.56	18.44	16.29	15.50
STATUTORY FINANCIAL DATA (6)					
Net Income.....	53,138	32,426	35,196	25,335	20,483
Total Capital and Surplus.....	\$ 265,075	\$ 208,476	\$ 189,473	\$ 167,325	\$ 150,636

</TABLE>

1. Reduced by one-time adjustment of income tax expense of \$1,261 or \$.09 per share due to increase in the corporate income tax rate from 34% to 35%.
2. Reflects the adoption of SFAS No. 106, "Employers' Accounting For Postretirement Benefits Other Than Pensions," which decreased net income \$1,053 or \$.08 per share.

3. In 1993 Protective Life changed the method used to apportion net investment income within Protective Life. The change resulted in increased income attributable to the Agency, Investment Products, and Acquisitions business segments of \$3,000, \$2,000 and \$2,600, respectively, while decreasing income of the Corporate and Other segment.
4. Pre-tax income for the Guaranteed Investment Contracts business segment has not been reduced by pre-tax minority interest of \$1,631 in 1991 and \$1,326 in 1990. Pre-tax income for the Corporate and Other business segment has not been reduced by pre-tax minority interest of \$19 in 1993 and \$90 in 1992 and 1991.
5. Reflects the adoption of SFAS No. 115, "Accounting For Certain Investments in Debt and Equity Securities." The effect of adopting SFAS No. 115 was to increase fixed maturities by \$65,622, decrease deferred policy acquisition costs by \$12,450, increase the liability for deferred income Taxes by \$18,610, and increase Stockholders' Equity by \$34,562 or \$2.52 per share.
6. Of Protective Life's insurance subsidiaries prepared in conformity with statutory accounting practices prescribed or permitted by insurance regulatory authorities. Statutory accounting practices differ in some respects from generally accepted accounting principles. For example, (a) acquisition costs of obtaining new businesses are expensed as incurred, (b) benefit liabilities are computed using methods statutorily mandated and are not adjusted for actual experience, (c) income tax expense is computed on taxable earnings and (d) furniture and equipment, agents' debit balances and prepaid expenses are charged directly against surplus rather than reported as assets.

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TERMS OF THE SERIES A PREFERRED SECURITIES

GENERAL

Preferred Securities of PLC Capital may be issued from time to time in one or more series, as described in the accompanying Prospectus, with such dividend rights, liquidation preferences, redemption or exchange provisions, voting rights and other rights, powers and duties as are established by the L.L.C. Agreement of PLC Capital and a written action (the "Action") taken, or to be taken, by the Managing Member to amend and supplement the L.L.C. Agreement (which Actions, when taken, constitute an amendment and supplement to, and become a part of, the L.L.C. Agreement). The Series A Preferred Securities constitute one such series of Preferred Securities of PLC Capital. The summary of certain terms of the Series A Preferred Securities set forth below does not purport to be complete and is subject to, and qualified in its entirety by reference to, the L.L.C. Agreement (including the Action establishing the rights, powers and duties relating to the Series A Preferred Securities, a copy of which Action will have been filed with the Securities and Exchange Commission (the "Commission") at or prior to the time of the sales of the Series A Preferred Securities).

DIVIDENDS

Cumulative dividends on the Series A Preferred Securities will accumulate at a rate per annum of % on the liquidation preference thereof (or \$ per Series A Preferred Security per annum) from the date of original issuance thereof and will be payable monthly in arrears on the last day of each calendar month of each year, commencing May , 1994, when, as and if declared by the Managing Member to holders of record on the record date therefor. Payment of dividends is limited to the amount of funds held by PLC Capital and legally available therefor. See "Description of the Series A Subordinated Debentures". Dividends will be computed on the basis of twelve 30-day months and a 360-day year and, for any dividend period shorter than a full calendar month, will be computed on the basis of the actual number of calendar days elapsed in such period.

Dividends declared on the Series A Preferred Securities will be payable to the record holders thereof as they appear on the register for the Series A

Preferred Securities on the relevant record dates, which will be one Business Day prior to the relevant payment dates. Subject to any applicable fiscal or other laws and regulations, each such payment will be made as described under "Book-Entry-Only Issuance; The Depository Trust Company" below. In the event that any date on which dividends are payable on the Series A Preferred Securities is not a day on which banks in The City of New York are open for business (a "Business Day"), then payment of the dividend payable on such date may be made on the next succeeding Business Day (and without any interest or other payment in respect of any such delay) except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if made on such date.

Under the L.L.C. Agreement, dividends on the Series A Preferred Securities must be declared by the Managing Member in any calendar year or portion thereof to the extent that the Managing Member reasonably anticipates that at the time of payment it will have, and must be paid by PLC Capital to the extent that at the time of proposed payment it has, (x) funds legally available for the payment of such dividends and (y) cash on hand sufficient to permit such payment. It is anticipated that such funds will be derived from payments by Protective Life of interest on the Series A Subordinated Debentures.

Under the terms of the Series A Subordinated Debentures, so long as Protective Life is not in default in the payment of interest on the Series A Subordinated Debentures, Protective Life shall have the right at any time to extend the interest payment period to the next interest payment date by a period (not to exceed 60 months from the last date on which interest was paid in full) at the end of which Protective Life shall pay all interest then accrued and unpaid (together with interest thereon at the rate specified for the Series A Subordinated Debentures to the extent permitted by applicable law). During any such extended interest period, or at any time during which there is an uncured Default or Event of Default (each as hereinafter defined) under the Series A Subordinated Debentures, Protective Life shall not pay any dividends on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of its

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shares of capital stock or make any guarantee payments with respect to the foregoing (other than (a) redemptions or purchases pursuant to Protective Life's Share Purchase Rights Plan described under "Description of Capital Stock of Protective Life -- Junior Preferred Stock" in the Prospectus, or any successor to such Plan, and (b) payments under any guarantee of the Series A Preferred Securities or other Preferred Securities ranking PARI PASSU with the Series A Preferred Securities). Protective Life is required to give PLC Capital not less than five Business Days' prior notice of its selection of such extended interest payment period. See "Description of the Series A Subordinated Debentures."

If dividends can be paid only in part on the Series A Preferred Securities in any calendar year or portion thereof as a result of the lack of sufficient funds legally available for the payment of dividends, then such partial dividends shall be paid on the respective dividend payment dates on a pro rata basis to holders of such Series A Preferred Securities. If any dividends on the Series A Preferred Securities are not paid in full on any dividend payment date, additional dividends will accrue on any accrued and unpaid dividends at the dividend rate for the Series A Preferred Securities specified above.

Except as described herein, holders of the Series A Preferred Securities will have no other right to participate or share in the profits or assets of PLC Capital.

CERTAIN RESTRICTIONS ON PLC CAPITAL

If dividends have not been paid in full on the Series A Preferred Securities, PLC Capital shall not:

(i) pay, or declare and set aside for payment, any dividends on any other Preferred Securities ranking PARI PASSU with the Series A Preferred Securities as regards participation in profits of PLC Capital ("Dividend Parity Securities"), unless such dividends are paid, declared or set aside for payment on the Dividend Parity Securities and the Series A Preferred Securities on a pro rata basis on the date such dividends are paid, so that

(x) (A) The aggregate amount of dividends paid on the Series A

Preferred Securities bears to (B) the aggregate amount of dividends paid on such Dividend Parity Securities the same ratio as

(y) (A) the aggregate of all accrued and unpaid dividends in respect of the Series A Preferred Securities bears to (B) the aggregate of all accrued and unpaid dividends in respect of such Dividend Parity Securities;

(ii) pay, or declare and set aside for payment, any dividends on any Common Securities or limited liability company interests of PLC Capital ranking junior to the Series A Preferred Securities as to dividends ("Dividend Junior Securities"); or

(iii) redeem, purchase or otherwise acquire any Dividend Parity Securities or Dividend Junior Securities;

until, in each case, such time as all accrued and unpaid dividends on the Series A Preferred Securities shall have been paid in full for all dividend periods terminating on or prior to, in the case of clauses (i) and (ii), such payment, and in the case of clause (iii), the date of such redemption, purchase or acquisition. As of the date of this Prospectus Supplement, there are no Dividend Parity Securities outstanding.

PLC Capital may not engage in any business or activity other than issuing its Common Securities, the Series A Preferred Securities and other series of Preferred Securities having terms generally consistent with those of the Series A Preferred Securities (other than dividend rate, and other than changes that would not adversely affect the ability of PLC Capital to make full and timely dividend payments or payments upon liquidation to the holders of the Series A Preferred Securities), lending the proceeds thereof to Protective Life in return for Subordinated Debentures in an aggregate principal amount equal to the amount of such loan, bearing interest at a rate at least equal to the dividend rate on Preferred Securities of such series and otherwise having terms generally consistent with those of the Series A Subordinated Debentures (other than changes that would not adversely affect the ability of PLC Capital to make full and timely dividend payments or payments upon liquidation to the holders of the Series A

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Preferred Securities), redeeming its Preferred Securities in accordance with the terms thereof and engaging in activities incidental or conducive to the foregoing. PLC Capital may not consolidate or merge with, or convey, transfer or lease its properties and assets substantially as an entirety to, any corporation or other body. Notwithstanding the foregoing, PLC Capital may, without the consent of the holders of any series of Preferred Securities, consolidate or merge with or into any Delaware limited liability company or "other business entity" (within the meaning of the Delaware Limited Liability Company Act) formed under the laws of any state of the United States; PROVIDED that (i) such successor entity expressly assumes all of the obligations of PLC Capital under each series of Preferred Securities then outstanding, (ii) Protective Life expressly acknowledges such successor as the holder of the Subordinated Debentures pertaining to each series of Preferred Securities then outstanding, (iii) such merger or consolidation does not cause any series of Preferred Securities then outstanding to be delisted by any national securities exchange or other organization on which such Preferred Securities are then listed, (iv) such merger or consolidation does not cause the Series A Preferred Securities to be downgraded by any "nationally recognized statistical rating organization" (as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Securities Act), (v) such merger or consolidation does not adversely affect the powers, preferences and other special rights of holders of Series A Preferred Securities and (vi) prior to such merger or consolidation Protective Life has received an opinion of nationally recognized independent counsel experienced in such matters to the effect that (w) holders of outstanding Series A Preferred Securities will not recognize any gain or loss for federal income tax purposes as a result of such merger or consolidation, (x) such successor entity will be treated as a partnership for federal income tax purposes and such merger or consolidation will not otherwise cause a Tax Event to occur, (y) following such merger or consolidation Protective Life and such successor entity will be in compliance with the Investment Company Act of 1940, as amended (the "1940 Act"), without registering thereunder as an investment company and (z) such merger or consolidation will not adversely affect the limited liability of holders of Series A Preferred Securities.

The Managing Member is authorized to conduct its affairs and to operate PLC Capital in such a way that PLC Capital would not be deemed to be an "investment

company" required to be registered under the 1940 Act or taxed as a corporation for federal income tax purposes and so that any loans made by PLC Capital to Protective Life will be treated as indebtedness for federal income tax purposes. In this connection, the Managing Member is (a) authorized to take any action that (i) is not inconsistent with applicable law, the Certificate of Formation of PLC Capital and the L.L.C. Agreement, (ii) does not adversely affect the holders of Series A Preferred Securities and (iii) the Managing Member determines in its sole discretion to be necessary or desirable for such purposes and (b) instructed not to take affirmative actions, other than as contemplated by the L.L.C. Agreement, that would cause PLC Capital to be deemed such an "investment company" or taxed as a corporation for federal income tax purposes or would cause any such loans not to be treated as indebtedness for federal income tax purposes.

REDEMPTION

MANDATORY REDEMPTION UPON REPAYMENT OF SERIES A SUBORDINATED DEBENTURES AT MATURITY

The proceeds from any repayment at maturity or permitted prepayment of any Series A Subordinated Debentures (or any new Subordinated Debentures replacing the Series A Subordinated Debentures as contemplated by the proviso to this sentence) shall be applied to redeem the Series A Preferred Securities for cash at the Redemption Price, PROVIDED that all or any portion of the principal amount of Series A Subordinated Debentures repaid by Protective Life at maturity may be reloaned to Protective Life, and not used for such redemption, if such new loan is evidenced by Subordinated Debentures and, at the time of the issuance of the new Subordinated Debentures that will evidence such new loan, and as determined in the judgment of the Managing Member and its financial advisor, selected by the Managing Member and who shall not be affiliated with the Managing Member and shall be among the 30 largest investment banking firms, measured by total capital, in the United States at the time, (i) Protective Life is not the subject of a pending case under the United States Bankruptcy Code, (ii) Protective Life is not in default on any Subordinated Debentures, (iii) Protective Life has timely made all required monthly payments of interest on all Subordinated Debentures for the immediately preceding 18 months, (iv) PLC

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Capital is not in arrearage on payments of dividends on any Preferred Securities, (v) Protective Life is expected to be able to make timely payment of principal and interest on such new loan, (vi) such new loan is being made on terms, and under circumstances, that are no less favorable to PLC Capital than those that a lender would require for a similar loan to an unrelated party, (vii) such new loan is being made at a rate of interest at least equal to or greater than the amount of monthly dividend payments required in respect of the Series A Preferred Securities, (viii) such new loan is being made for a fixed term that is consistent with market circumstances and Protective Life's financial condition, (ix) the senior unsecured long-term debt of Protective Life is rated not less than BBB-(or the equivalent) by Standard & Poor's Corporation or Baa3 (or the equivalent) by Moody's Investors Services, Inc. (or if either of such rating organizations is not then rating Protective Life's senior unsecured long-term debt, the equivalent of such rating by any other "nationally recognized statistical rating organization," as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Securities Act) and any subordinated long-term debt of Protective Life or, if there is no such debt then outstanding, the Series A Preferred Securities of such series, are rated not less than BBB-(or the equivalent) by Standard & Poor's Corporation or Baa3 (or the equivalent) by Moody's Investors Service, Inc. or the equivalent of either such rating by any other "nationally recognized statistical rating organization", (x) the Subordinated Debentures evidencing such new loan will not be convertible or exchangeable into any equity interest of or in Protective Life or any of its affiliates; (xi) such new loan shall not pay any contingent interest or other interest determined by reference to, or otherwise participate in, the earnings or profits of Protective Life or any of its affiliates; (xii) the interest payable on such new loan will not exceed 175% of the dividend rate on the Series A Preferred Securities; and (xiii) in any event, no new loan shall have a final maturity before the 50th anniversary of the original issuance of the Series A Preferred Securities. If, at the maturity of the Series A Subordinated Debentures, an amount less than the entire principal amount of the Series A Subordinated Debentures is reloaned to Protective Life, the amount of such principal not so reloaned shall be used to effect a partial redemption of the Series A Preferred Securities, provided that, if a partial redemption would result in a delisting of the Series A Preferred Securities, no amount of

principal may be reallocated to Protective Life, and the Series A Preferred Securities shall be redeemed in whole. In the event that fewer than all the outstanding Series A Preferred Securities are to be redeemed, the Series A Preferred Securities to be redeemed will be selected as described under "Book-Entry-Only Issuance; The Depository Trust Company" below.

OPTIONAL REDEMPTION

The Series A Preferred Securities are redeemable for cash, at the option of PLC Capital, in whole or in part, at any time and from time to time, on or after _____, 1999, upon not less than 30 nor more than 60 days' notice to the holders of the Series A Preferred Securities, at the Redemption Price. In the event that fewer than all the outstanding Series A Preferred Securities are to be so redeemed, the Series A Preferred Securities to be redeemed will be selected as described under "Book-Entry-Only Issuance; The Depository Trust Company" below. PLC Capital will not redeem fewer than all the outstanding Series A Preferred Securities unless all accumulated and unpaid dividends have been paid on all Series A Preferred Securities for all monthly dividend periods terminating on or prior to the date of redemption. In addition, if a partial redemption would result in a delisting of the Series A Preferred Securities, PLC Capital may only redeem the Series A Preferred Securities in whole.

At any time after the issuance of the Series A Preferred Securities, at the option of PLC Capital (with the prior written consent of Protective Life as borrower under the Series A Subordinated Debentures), the Series A Preferred Securities may be redeemed, in whole (but not in part), upon not less than 30 nor more than 60 days' notice given within 90 days after the applicable change in U.S. law or regulation or written change in interpretation of U.S. law or regulation referred to below, for cash at the Redemption Price or in exchange for Series A Subordinated Debentures having, at the time of exchange, (a) an aggregate principal amount equal to \$25 per Series A Preferred Security so exchanged and (b) accrued and unpaid interest equal to any accumulated and unpaid dividends (whether or not declared) at the date fixed for exchange on the Series A Preferred Securities so exchanged if PLC Capital or Protective Life shall have obtained an opinion of nationally recognized independent counsel experienced in such

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matters to the effect that, as a result of a change in U.S. law or regulation on or after _____, 1994, or a written change in interpretation or application of U.S. law or regulation, by any legislative body, court or governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination) on or after such date, PLC Capital may be considered an "investment company" under the 1940 Act (an "Investment Company Act Event").

In addition, at any time after the issuance of the Series A Preferred Securities upon not less than 30 nor more than 60 days' notice given within 90 days after the applicable change in U.S. law or regulation or written change in interpretation of U.S. law or regulation referred to below, Protective Life may cause PLC Capital to redeem the Series A Preferred Securities in exchange for Series A Subordinated Debentures having, at the time of exchange, (a) an aggregate principal amount equal to \$25 per Series A Preferred Security so exchanged and (b) accrued and unpaid interest equal to accumulated and unpaid dividends (whether or not declared) at the date fixed for exchange on the Series A Preferred Securities so exchanged if Protective Life or PLC Capital shall have received an opinion (the receipt of such opinion, a "Tax Event") of independent nationally recognized tax counsel experienced in such matters to the effect that, as a result of any change in U.S. law or regulation on or after _____, 1994, or a written change in interpretation or application of U.S. law or regulation, by any legislative body, court or governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination on or after such date), there is more than an insubstantial increase in the risk that (i) Protective Life will be precluded from deducting the interest on the Series A Subordinated Debentures for federal income tax purposes, (ii) PLC Capital is subject to federal income tax with respect to the interest received on the Series A Subordinated Debentures or (iii) PLC Capital is subject to more than a DE MINIMIS amount of other taxes, duties or other governmental charges; PROVIDED, however, that solely in the case of a Tax Event under clause (iii) above, PLC Capital may not exchange the Series A Preferred Securities for Series

A Subordinated Debentures unless it shall have obtained an opinion of independent nationally recognized tax counsel experienced in such matters to the effect that holders of the Series A Preferred Securities will not recognize gain or loss for federal income tax purposes as a result of such exchange. Furthermore, Protective Life shall have the right, upon not less than 30 nor more than 60 days' notice given within 90 days after the applicable change in U.S. law or regulation or written change in interpretation of U.S. law or regulation referred to above, to cause PLC Capital to redeem the Series A Preferred Securities for cash at the Redemption Price if Protective Life shall have received an opinion (the receipt of such opinion, also a "Tax Event") of independent nationally recognized tax counsel experienced in such matters that, as a result of a change in U.S. law or regulation as described above, there is more than an insubstantial increase in the risk that Protective Life would be precluded from deducting the interest on the Series A Subordinated Debentures for federal income tax purposes even if the Series A Preferred Securities were exchanged for the Series A Subordinated Debentures as described above.

____ Protective Life and PLC Capital have become aware that the Department of the Treasury is studying the federal income tax treatment of the interest payable on obligations similar to those evidenced by the Series A Subordinated Debentures. While Protective Life is unable to predict the outcome of this matter, there can be no assurance that a Tax Event will not occur.

____ REDEMPTION AND EXCHANGE PROCEDURES

____ After the date fixed for any exchange of the Series A Subordinated Debentures for the Series A Preferred Securities, (i) the Series A Preferred Securities will no longer be deemed to be outstanding, (ii) Depository Trust Company ("DTC") or its nominee, as the record holder of the Series A Preferred Securities, will exchange the global certificate or certificates representing the Series A Preferred Securities for a registered global certificate or certificates representing the Series A Subordinated Debentures to be delivered upon such exchange, (iii) any certificates representing Series A Preferred Securities not held by DTC or its nominee will be deemed to represent Series A Subordinated Debentures having a principal amount equal to the stated liquidated preference of such Series A Preferred Securities until such certificates are presented to PLC Capital or its agent for exchange and (iv) all rights of the holders of Series A Preferred Securities so exchanged will cease, except the right of such holders to receive

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Series A Subordinated Debentures. If the Series A Preferred Securities are exchanged for Series A Subordinated Debentures, Protective Life has agreed to use its best efforts to have the Series A Subordinated Debentures listed on the same exchange, if any, on which the Series A Preferred Securities are listed.

____ If PLC Capital gives a notice of redemption for cash in respect of the Series A Preferred Securities, then, by 12:00 noon, New York time, on the redemption date, PLC Capital will irrevocably deposit with The Depository Trust Company funds sufficient to pay the Redemption Price, and will give DTC irrevocable instructions and authority to pay the Redemption Price to the holders thereof. See "Book-Entry-Only Issuance; The Depository Trust Company." If such notice of redemption shall have been given and funds deposited as required, then upon the date of such deposit, all rights of holders of such Series A Preferred Securities so called for redemption will cease, except the right of such holders of such securities to receive the Redemption Price, but without interest, and such securities will cease to be outstanding. In the event that any date on which any payment in respect of the redemption of Series A Preferred Securities is not a Business Day, then payment of the redemption price payable on such date will be made on the next succeeding Business Day (and without any interest or other payment in respect of any such delay), except that, if such Business Day falls in the next calendar year, such payment will be made on the immediately preceding Business Day. In the event that payment of the redemption price in respect of Series A Preferred Securities is improperly withheld or refused and not paid either by PLC Capital or Protective Life pursuant to the Guarantee, dividends on such securities will continue to accumulate, at the then applicable rate, from the original redemption date to the date of payment, in which case the actual payment date will be considered the date fixed for redemption for purposes of calculating the Redemption Price.

Subject to the foregoing and applicable law (including, without limitation, U.S. federal securities laws), Protective Life or its subsidiaries may at any time and from time to time purchase outstanding Series A Preferred Securities of any series by tender, in the open market or by private agreement.

LIQUIDATION DISTRIBUTION

In the event of any voluntary or involuntary dissolution, liquidation or winding-up of PLC Capital, before any payment or distribution of the assets of PLC Capital shall be made to or set apart for the holders of any class or classes of Membership Securities or any series of Preferred Securities ranking junior to the Series A Preferred Securities upon dissolution, liquidation or winding-up, the holders of the Series A Preferred Securities shall be entitled to receive, together with the holders of every other series of Preferred Securities outstanding, if any, ranking PARI PASSU with the Series A Preferred Securities as to distribution of assets on dissolution, liquidation or winding-up of PLC Capital ("Liquidation Parity Securities"), an amount equal, in the case of the holders of the Series A Preferred Securities, to the aggregate of the liquidation preference of \$25 per Series A Preferred Security and all accrued and unpaid dividends (whether or not declared) to the date of payment (the "Liquidation Distribution"), payable in cash. If, upon any such dissolution, liquidation or winding up, the Liquidation Distribution can be paid only in part because PLC Capital has insufficient assets available to pay in full the aggregate Liquidation Distribution and the aggregate maximum liquidation distributions on the Liquidation Parity Securities, then the amounts payable directly by PLC Capital on the Series A Preferred Securities and on such Liquidation Parity Securities shall be paid on a pro rata basis, so that

(i) (x) the aggregate amount paid as the liquidation distribution on the Series A Preferred Securities bears to (y) the aggregate amount paid as the liquidation distribution on the Liquidation Parity Securities the same ratio as

(ii) (x) the aggregate Liquidation Distribution on all Series A Preferred Securities bears to (y) the aggregate maximum liquidation distributions on the Liquidation Parity Securities.

Pursuant to the L.L.C. Agreement, PLC Capital will automatically dissolve and be liquidated (i) when the period fixed for the duration of PLC Capital expires (I.E., December 31, 2094), (ii) upon the death, retirement, resignation, expulsion, bankruptcy (as defined in Section 18-304 of the Delaware Limited

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Liability Company Act) or dissolution of a holder of Common Securities or the occurrence of any other event which terminates the continued membership of a Common Securities holder in PLC Capital, unless, if there is more than one Member remaining, the business of PLC Capital is continued by the consent of all the remaining Members within ninety days following the occurrence of any such event; (iii) upon the unanimous written consent of the Members; or (iv) upon the entry of a judicial decree of dissolution under Section 18-802 of the Delaware Limited Liability Company Act. For purposes of the foregoing, a merger or consolidation of Protective Life into or with any other entity will not be deemed a dissolution of Protective Life. Under the L.L.C. Agreement and the Guarantee, Protective Life will covenant that it will not voluntarily dissolve, wind up or liquidate PLC Capital, or allow PLC Capital to be dissolved, wound-up or liquidated, so long as any Preferred Securities are outstanding. See "Description of the Guarantee -- Certain Covenants of the Guarantor".

If a limited liability company organized under the laws of the State of Delaware has any publicly traded limited liability company interests and is treated as a corporation for U.S. federal income tax purposes, then, on application by or for a member or the manager of such limited liability company, the Delaware Court of Chancery shall (x) grant such relief as may be appropriate to cause the limited liability company not to have any publicly traded limited liability company interests or (y) decree the dissolution of the limited liability company.

Under the L.L.C. Agreement Protective Life and a special purpose subsidiary of Protective Life, in their capacities as holders of Common Securities, will be liable for, and will pay (as additional capital contributions to PLC Capital) the debts of and claims against PLC Capital (including tax obligations, but excluding obligations in respect of Series A Preferred Securities).

VOTING RIGHTS

Except as provided below and under "Description of the Guarantee -- Amendments and Assignment" and "Description of the Series A Subordinated Debentures -- Miscellaneous," the holders of the Series A Preferred Securities will have no voting rights.

If (i) PLC Capital fails to pay dividends in full on the Series A Preferred Securities (whether or not funds are legally available therefor) for 18 monthly dividend periods or (ii) Protective Life breaches any of its obligations under the Series A Subordinated Debentures or any of its obligations under the Guarantee (as defined in "Description of the Guarantee"), then the holders of the outstanding Series A Preferred Securities, together with the holders of any other series of Preferred Securities having the right to vote for the appointment of a trustee in such event, acting as a single class, will be entitled, by ordinary resolution passed by the holders of a majority in liquidation preference (plus all accumulated and unpaid dividends) of such Preferred Securities present in person or by proxy at a separate general meeting of such holders convened for such purpose (or by written consent), to appoint and authorize a trustee to enforce PLC Capital's rights as a creditor in respect of the Series A Subordinated Debentures, to enforce the limited obligations undertaken by Protective Life under the Guarantee and to declare and pay dividends to the extent that funds are held by PLC Capital and legally available therefor. For a description of rights and obligations under the Series A Subordinated Debentures, including the right of Protective Life to extend the period to the next interest payment date to up to 60 months (even if a trustee has been appointed), see "Description of the Series A Subordinated Debentures." For purposes of determining whether PLC Capital has failed to pay dividends in full for 18 monthly dividend periods, dividends shall be deemed to remain in arrears, notwithstanding any payments in respect thereof, until full cumulative dividends have been or contemporaneously are declared and paid with respect to all monthly dividend periods terminating on or prior to the date of payment of such full cumulative dividends. Not later than 30 days after such entitlement arises, the Managing Member will convene a separate general meeting for the above purpose. If the Managing Member fails to convene such meeting within such 30-day period, the holders of 10% in aggregate liquidation preference (plus all accumulated and unpaid dividends) of the outstanding Series A Preferred Securities and such other Preferred Securities will be entitled to

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convene such separate general meeting. The provisions of the L.L.C. Agreement relating to the convening and conduct of the general meetings of Members (as defined in the L.L.C. Agreement) will apply with respect to any such separate general meeting. Any trustee so appointed shall vacate office, subject to the terms of such other Preferred Securities, if PLC Capital (or Protective Life pursuant to the Guarantee) shall have paid in full all accumulated and unpaid dividends on the Series A Preferred Securities (if the event that gave rise to such appointment was clause (i) of this paragraph) or such breach by Protective Life shall have been cured (if the event that gave rise to such appointment was clause (ii) of this paragraph).

If any resolution is proposed for adoption by the Members of PLC Capital providing for, or the Managing Member proposes to take, any action that will (w) amend, alter or repeal the provisions of the L.L.C. Agreement (including the Action creating the Series A Preferred Securities) so as to adversely affect any rights or powers of the Series A Preferred Securities or the holders thereof or result in the authorization or issuance of any limited liability company interest in PLC Capital ranking, as to dividends or upon dissolution, liquidation or winding-up, senior to the Series A Preferred Securities, (x) result in the dissolution, liquidation or winding-up of PLC Capital, (y) waive any rights of PLC Capital under the Series A Subordinated Debentures or allow the Series A Subordinated Debentures to be repurchased or prepaid prior to _____, 1999 (unless there is an Event of Default thereunder and except in

connection with a redemption occurring as a result of a Tax Event or an Investment Company Act Event) or (z) modify (i) Section 2.6 of the L.L.C. Agreement which limits the business and activity in which PLC Capital may engage, (ii) Section 7.1 of the L.L.C. Agreement which absolutely prohibits transfers of Common Securities, (iii) Section 3.3 of the L.L.C. Agreement which requires the holders of the Common Securities to contribute amounts to PLC Capital such that the Common Securities represent at all times not less than 21% of all interests in the capital, income, gain, loss, deduction or credit of PLC Capital or (iv) Section 6.2 of the L.L.C. Agreement pursuant to which the holders of the Common Securities agree to be personally liable for and to pay all debts of and claims against PLC Capital (excluding obligations in respect of the Preferred Securities), then the holders of outstanding Series A Preferred Securities (and, in the case of a resolution described in clause (w) above that would, to a like extent, adversely affect the rights or powers of any Dividend Parity Securities or any Liquidation Parity Securities, the holders of such Dividend Parity Securities or such Liquidation Parity Securities, as the case may be, or, in the case of any resolution described in clause (x) or (z) above, all Liquidation Parity Securities) will be entitled to vote together as a class on such resolution (but not on any other resolution) (i) at a separate meeting of such holders, (ii) at the general meeting of Members called for the purpose of adopting such resolution or (iii) without a meeting but in writing, and such resolution shall not be effective except with the approval, in the case of clauses (i) and (ii), of the holders of 66 2/3% in aggregate liquidation preference (plus all accrued and unpaid dividends) of such outstanding securities present in person or by proxy at a meeting at which 66 2/3% in aggregate liquidation preference (plus all accrued and unpaid dividends) of such securities are so present or, in the case of clause (iii), by the holders of 66 2/3% in aggregate liquidation preference (plus all accrued and unpaid dividends) of such securities; PROVIDED, however, that no such approval shall be required under clauses (w) and (x) if the dissolution, liquidation and winding-up of PLC Capital is proposed or initiated upon the initiation of proceedings, or after proceedings have been initiated, for the dissolution, liquidation or winding-up of Protective Life.

___ PLC Capital will cause a notice of any meeting at which holders of the Series A Preferred Securities are entitled to vote to be mailed to each holder of record of the Series A Preferred Securities. Each such notice will include a statement setting forth (i) the date of such meeting, (ii) a description of any resolution proposed for adoption at such meeting on which such holders are entitled to vote and (iii) instructions for the delivery of proxies.

___ Notwithstanding that holders of Series A Preferred Securities are entitled to vote under any of the circumstances described above, any of the Series A Preferred Securities and such other Preferred Securities entitled to vote with such Series A Preferred Securities as a single class outstanding at such

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time that are owned by Protective Life or any Affiliate (as defined in the L.L.C. Agreement), either directly or indirectly, shall not be entitled to vote and shall, for the purposes of such vote, be treated as if they were not outstanding.

___ No vote of the holders of the Series A Preferred Securities will be required for PLC Capital to redeem and cancel Series A Preferred Securities in accordance with the L.L.C. Agreement (including the Actions).

BOOK-ENTRY-ONLY ISSUANCE; THE DEPOSITORY TRUST COMPANY

___ The Depository Trust Company ("DTC"), New York, New York will act as securities depository for the Series A Preferred Securities. The Series A Preferred Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) in substantially the form attached as an exhibit to the Registration Statement of which this Prospectus Supplement forms a part. One or more fully-registered Series A Preferred Security certificates will be issued, representing in the aggregate the total number of Series A Preferred Securities, and will be deposited with DTC.

___ DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, 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 holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations ("Direct Participants"). DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its participants are on file with the Securities and Exchange Commission.

____ Purchases of Series A Preferred Securities under the DTC system must be made by or through Direct Participants, who will receive a credit for the Series A Preferred Securities on DTC's records. The ownership interest of each actual purchaser of each Series A Preferred Security (a "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner purchased Series A Preferred Securities. Transfers of ownership interests in the Series A Preferred Securities are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series A Preferred Securities, except in the event that use of the book-entry system for the Series A Preferred Securities is discontinued.

____ To facilitate subsequent transfers, all Series A Preferred Securities deposited by Participants with DTC are registered in the name of DTC's nominee, Cede & Co. The deposit of Series A Preferred Securities with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series A Preferred Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series A Preferred Securities are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

____ Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

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____ Redemption notices shall be sent to Cede & Co. If less than all of the Series A Preferred Securities are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such series to be redeemed.

____ Although voting with respect to the Series A Preferred Securities is limited, in those cases where a vote is required, neither DTC nor Cede & Co. will consent or vote with respect to Series A Preferred Securities. Under its usual procedures, DTC mails an Omnibus Proxy to PLC Capital as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consent or voting rights to those Direct Participants to whose accounts the Series A Preferred Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

____ Dividend payments on the Series A Preferred Securities will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the relevant payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payments on such payable date. Payments by Participants to Beneficial Owners will be governed by

standing instructions and customary practices and will be the responsibility of such Participant and not of DTC or PLC Capital, subject to any statutory regulatory requirements as may be in effect from time to time. Payment of dividends to DTC is the responsibility of PLC Capital, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

____DTC may discontinue providing its services as securities depository with respect to the Series A Preferred Securities at any time by giving reasonable notice to PLC Capital. Under such circumstances, in the event that a successor securities depository is not obtained, Series A Preferred Security certificates are required to be printed and delivered.

____The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that PLC Capital believes to be reliable, but neither Protective Life nor PLC Capital takes responsibility for the accuracy thereof.

REGISTRAR, TRANSFER AGENT AND PAYING AGENT

____AmSouth Bank NA will act as registrar, transfer agent and paying agent for the Series A Preferred Securities (the "Paying Agent").

____Registration of transfers of Series A Preferred Securities will be effected without charge by or on behalf of PLC Capital, but upon payment (with the giving of such indemnity as PLC Capital or Protective Life may require) in respect of any tax or other governmental charges which may be imposed in relation to it.

____PLC Capital will not be required to register or cause to be registered the transfer of Series A Preferred Securities after such Series A Preferred Securities have been called for redemption.

MISCELLANEOUS

____Except as described in this Prospectus Supplement, PLC Capital is not subject to any mandatory redemption or sinking fund provisions with respect to the Series A Preferred Securities. Holders of Series A Preferred Securities have no preemptive rights.

____The Common Securities in PLC Capital are owned by the Managing Member and one of its wholly-owned subsidiaries. The Common Securities are not transferable. The Managing Member and the other holder of the Common Securities are required, pursuant to the terms of the L.L.C. Agreement, to contribute to PLC Capital amounts such that the Common Securities at all times represent at least 21% of all interests in the capital, income, gain, loss, deduction and credit of PLC Capital.

DESCRIPTION OF THE GUARANTEE

____Set forth below is condensed information concerning the Guarantee which will be executed and delivered by Protective Life for the benefit of the holders from time to time of Preferred Securities. The

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summary contains all material information concerning the Guarantee but does not purport to be complete. Reference to provisions of the Guarantee are qualified in their entirety by reference to the text of the Guarantee, a copy of which has

been filed as an exhibit to the Registration Statement of which this Prospectus Supplement is part.

GENERAL

____ Protective Life will irrevocably and unconditionally agree, to the extent set forth herein, to pay the Guarantee Payments (defined below) (except to the extent paid by PLC Capital), as and when due, regardless of any defense, right of set-off or counterclaim which PLC Capital may have or assert. The following payments to the extent not paid by PLC Capital (the "Guarantee Payments") will be subject to the Guarantee (without duplication): (i) any accumulated and unpaid dividends that have been theretofore declared on the Series A Preferred Securities out of funds held by PLC Capital and legally available therefor; (ii) the redemption price (including all accumulated and unpaid dividends whether or not declared) payable, out of funds held by PLC Capital and legally available therefor, with respect to any Series A Preferred Securities called for redemption by PLC Capital; and (iii) in the event of any dissolution, liquidation or winding-up of PLC Capital, the lesser of (a) the aggregate of the liquidation preference and all accrued and unpaid dividends (whether or not declared) to the date of payment and (b) the amount of remaining assets of PLC Capital legally available to holders of Series A Preferred Securities. In addition, Protective Life will unconditionally and irrevocably guarantee, in the event of any exchange by PLC Capital of Series A Preferred Securities for Series A Subordinated Debentures as described herein, the delivery of a registered global certificate or certificates representing the proper amount of Series A Subordinated Debentures to the Depository Trust Company, New York, New York or such other entity or person as shall at the date of exchange be acting as securities depository for the Series A Preferred Securities. Protective Life's obligation to make a Guarantee Payment may be satisfied by direct payment of the required amounts by Protective Life to the holders of Series A Preferred Securities or by causing PLC Capital to pay such amounts to such holders.

____ The Guarantee is not a guarantee that any particular dividend or amount on dissolution, liquidation or winding up will be paid; rather, the Guarantee is solely a guarantee of payment of dividends, if any, that are in fact declared out of funds legally available therefor, of the redemption price payable, out of funds held by PLC Capital and legally available therefor, with regard to any Series A Preferred Securities called for redemption by PLC Capital and of amounts, if any, available for distribution to the holders of Series A Preferred Securities upon dissolution, liquidation or winding-up after payment to all creditors of PLC Capital of all amounts due to them.

CERTAIN COVENANTS OF PROTECTIVE LIFE

____ In the Guarantee, Protective Life will covenant that, so long as any Series A Preferred Securities remain outstanding, neither Protective Life, nor any majority-owned subsidiary of Protective Life, shall declare or pay any dividend on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of its capital stock or make any guarantee payments with respect to the foregoing (other than (i) payments under the Guarantee or any other guarantee of any other series of Preferred Securities ranking PARI PASSU with the Series A Preferred Securities, (ii) dividends or guarantee payments to Protective Life or (iii) redemptions or purchases pursuant to Protective Life's Share Purchase Rights Plan described under "Description of Capital Stock of Protective Life -- Junior Preferred Stock" in the Prospectus, or any successor to such Plan) if at such time (x) Protective Life shall have extended the period to the next interest payment date under the Series A Subordinated Debentures, or shall be in default with respect to its payment or other obligations under the Guarantee, (y) there shall have occurred any Event of Default or event that, with the giving of notice or the lapse of time or both, would constitute an Event of Default under the Subordinated Indenture or (z) there shall exist any arrearage in the payment of accumulated dividends on the Series A Preferred Securities.

____ Pursuant to the Guarantee, Protective Life will agree that, so long as any Series A Preferred Securities are outstanding, (i) it shall maintain ownership, directly or indirectly, of 100% of the Common Securities; (ii) it shall not voluntarily dissolve, liquidate or wind-up PLC Capital, or permit PLC Capital to be dissolved, liquidated or wound-up; and (iii) it shall timely perform all of its respective duties under the L.L.C. Agreement.

AMENDMENTS AND ASSIGNMENT

Except with respect to any changes which do not adversely affect the rights of holders of Series A Preferred Securities (in which case no vote will be required), the Guarantee may be changed only with the prior approval of the holders of not less than 66 2/3% in liquidation preference of the Series A Preferred Securities by agreement in writing or present in person or by proxy at a separate general meeting and voting as a single class. All guarantees and agreements contained in the Guarantee shall bind the successors, assigns, receivers, trustees and representatives of Protective Life and shall inure to the benefit of the holders of the Series A Preferred Securities. The quorum for any such meeting and the determination of the Series A Preferred Securities entitled to vote are set forth under "Description of the Series A Preferred Securities -- Voting Rights" above.

TERMINATION OF THE GUARANTEE

The Guarantee will terminate and be of no further force and effect upon full payment of the Redemption Price (including all accumulated arrears and accruals of unpaid dividends) of all Series A Preferred Securities, upon full payment of the amounts payable upon liquidation of PLC Capital or upon exchange of all Series A Preferred Securities for Series A Subordinated Debentures as described above. The Guarantee will continue to be effective or will be reinstated, as the case may be, if at any time any holder of the Series A Preferred Securities must restore payment of any sums paid under the Series A Preferred Securities or the Guarantee.

STATUS OF THE GUARANTEE

The Guarantee will rank PARI PASSU with the Subordinated Debentures and, accordingly, will be subordinate and junior in right of payment to all Senior Indebtedness as such term is defined in the Subordinated Indenture. See "Description of Debt Securities of Protective Life -- Subordination under the Subordinated Indenture" in the accompanying Prospectus.

The Guarantee will constitute a guarantee of payment and not of collection. A holder of Series A Preferred Securities may enforce the Guarantee directly against Protective Life, and Protective Life will waive any right or remedy to require that any action be brought against PLC Capital or any other person or entity before proceeding against Protective Life. The Guarantee will not be discharged except by payment of the Guarantee Payments in full to the extent not paid by PLC Capital and by complete performance of all obligations under the Guarantee.

GOVERNING LAW

The Guarantee will be governed and construed in accordance with the laws of the State of New York.

DESCRIPTION OF THE SERIES A SUBORDINATED DEBENTURES

Set forth below is condensed information concerning the Series A Subordinated Debentures that will evidence the loans to be made by PLC Capital to Protective Life of the proceeds of (i) the Series A Preferred Securities and (ii) the Common Securities and related capital contributions ("Common Securities Payments"). Series A Subordinated Debentures will be issued under the subordinated indenture, dated _____, 1994, between Protective Life and AmSouth Bank, N.A., as Trustee (the "Subordinated Indenture"). See "Description of Debt Securities of Protective Life" in the accompanying Prospectus and the description below for a summary of the material terms of the Subordinated Indenture. References to provisions of the Subordinated Indenture are qualified in their entirety by reference to the text of the Subordinated Indenture, a form of which has been filed as an exhibit to the Registration Statement of which this Prospectus Supplement forms a part.

GENERAL

Pursuant to the Subordinated Indenture, Protective Life will issue Series A Subordinated Debentures to PLC Capital in an aggregate principal amount of \$ _____, such amount being the sum of (i) the aggregate stated liquidation preference of the Series A Preferred Securities issued and sold by PLC Capital and (ii) the Common Securities Payments. [In the event that the Underwriters' over-allotment option is exercised, Protective Life will agree to issue

PLC Capital equal to the aggregate stated liquidation preference of the Series A Preferred Securities so sold upon such exercise plus related aggregate additional cash contributions to PLC Capital by the holders of the Common Securities. If the over-allotment option is exercised in full, the aggregate principal amount of such additional Series A Subordinated Debentures will equal \$.]

The entire principal amount of the Series A Subordinated Debentures shall become due and payable (together with any accrued and unpaid interest thereon, including Additional Interest (as hereinafter defined), if any) on May , 2024 (the "Maturity Date"), subject to re-lending under conditions described under "Terms of the Series A Preferred Securities -- Mandatory Redemption upon Repayment of Series A Subordinated Debentures at Maturity." Upon exchange of the Series A Preferred Securities for Series A Subordinated Debentures, (i) the Series A Subordinated Debentures will no longer be subject to mandatory prepayment upon the dissolution, winding up or liquidation of PLC Capital, (ii) the Series A Subordinated Debentures will not be subject to an election by Protective Life to exchange Series A Subordinated Debentures for new debentures or to repay the Series A Subordinated Debentures and re-borrow the proceeds from such repayment, (iii) Protective Life will use its best efforts to have the Series A Subordinated Debentures listed on the same exchange on which the Series A Preferred Securities are listed, (iv) the Subordinated Indenture or Series A Subordinated Debentures may, thereafter, be modified or amended with the consent of not less than 66 2/3% in principal amount of the Series A Subordinated Debentures at the time outstanding, PROVIDED, however, that no such modification or amendment may, without the consent of the holder of each Series A Subordinated Debenture affected thereby, (a) extend the stated maturity of the principal of any Series A Subordinated Debenture, or reduce the principal amount thereof or reduce the rate or extend the time of payment of interest thereon, or reduce any amount payable on redemption thereof or change the currency in which the principal thereof or interest thereon is payable or impair the right to institute suit for the enforcement of any payment on any Series A Subordinated Debenture when due or (b) reduce the aforesaid principal amount of Series A Subordinated Debentures of any series the consent of the holders of which is required for any such modification and (v) Protective Life's obligation to pay Additional Interest (other than Additional Interest, if any, accrued and unpaid to such date of exchange) shall cease.

MANDATORY PREPAYMENT

If PLC Capital redeems Series A Preferred Securities in cash for the Redemption Price in accordance with the terms thereof, the Series A Subordinated Debentures will become due and payable in a principal amount equal to the aggregate stated liquidation preference of the Series A Preferred Securities so redeemed (together with accrued interest on such principal amount to the date of redemption). Any payment pursuant to this provision shall be made prior to 12:00 noon, New York time, on the date of such redemption or at such other time on such earlier date as PLC Capital and Protective Life shall agree.

OPTIONAL PREPAYMENT

Protective Life shall have the right to prepay the Series A Subordinated Debentures, without premium or penalty, in whole or in part (together with any accrued but unpaid interest, including Additional Interest, if any, on the portion being prepaid) at any time on or after , 1999.

INTEREST

The Series A Subordinated Debentures shall bear interest at an annual rate of % from , 1994 until maturity. Such interest shall be payable on the last day of each calendar month of each year, commencing May , 1994. Interest will be computed on the basis of twelve 30-day months and a 360-day year and, for any interest period that is shorter than a full calendar month, will be calculated on the basis of the actual number of days elapsed in such period. If any date on which interest is payable on the Series A Subordinated Debentures is not a Business Day, then payment of the interest due on such date will be made on the next succeeding Business Day (and without any interest or other payment in respect of any such delay), except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if made on such date; PROVIDED, however, that Protective Life shall have

the right at any time or times during the term of the Series A Subordinated Debentures, so long as Protective Life is not in default in the payment of interest on the Series A Subordinated Debentures, to extend the interest payment period to the next interest payment date by a period (not to exceed 60 months from the last date on which interest was paid in full) at the end of which Protective Life shall pay all interest then accrued and unpaid (together with interest thereon at the rate specified for the Series A Subordinated Debentures to the extent permitted by applicable law); and PROVIDED FURTHER that, during any such extended interest period, or at any time during which there is an uncured Default or Event of Default under the Series A Subordinated Debentures, Protective Life shall not pay any dividends on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of its shares of capital stock or make any guarantee payments with respect to the foregoing (other than (a) redemptions or purchases pursuant to Protective Life's Share Purchase Rights Plan described under "Description of Capital Stock of Protective Life -- Junior Preferred Stock" in the Prospectus, or any successor to such Plan and (b) payments under any guarantee of the Series A Preferred Securities or any other series of Preferred Securities ranking PARI PASSU with the Series A Preferred Securities). Protective Life shall give PLC Capital and the holders of the Series A Preferred Securities not less than five Business Days' prior notice of its selection of such extended interest payment period.

METHOD AND DATE OF PAYMENT

Each payment by Protective Life of principal and interest (including Additional Interest, if any) on the Series A Subordinated Debentures shall be made to PLC Capital in United States Dollars at such place and to such account as may be designated by PLC Capital.

SET-OFF

Notwithstanding anything to the contrary in the Subordinated Indenture or the Series A Subordinated Debentures, Protective Life shall have the right to set-off any payment it is otherwise required to make thereunder with and to the extent Protective Life has theretofore made, or is concurrently on the date of such payment making, a payment under the Guarantee.

SUBORDINATION

The Subordinated Indenture will provide that Protective Life and PLC Capital covenant and agree that each of the Series A Subordinated Debentures is subordinate and junior in right of payment to all Senior Indebtedness as provided in the Subordinated Indenture. The Subordinated Indenture defines the term "Senior Indebtedness" as the principal, premium, if any, and interest on (i) all indebtedness of Protective Life, whether outstanding on the date of the Series A Subordinated Debentures or thereafter created, incurred or assumed, which is for money borrowed, or evidenced by a note or similar instrument given in connection with the acquisition of any business, properties or assets, including securities, (ii) any indebtedness of others of the kinds described in the preceding clause (i) for the payment of which Protective Life is responsible or liable as guarantor or otherwise and (iii) amendments, renewals, extensions and refundings of any such indebtedness, unless in any instrument or instruments evidencing or securing such indebtedness or pursuant to which the same is outstanding, or in any such amendment, renewal, extension or refunding, it is expressly provided that such indebtedness is not superior in right of payment to the Series A Subordinated Debentures. The Senior Indebtedness shall continue to be Senior Indebtedness and entitled to the benefits of the subordination provisions irrespective of any amendment, modification or waiver of any term of the Senior Indebtedness or extension or renewal of the Senior Indebtedness. For a more detailed description of the subordination provisions set forth in the Subordinated Indenture, see "Description of Debt Securities of Protective Life -- Subordination under the Subordinated Indenture" in the accompanying Prospectus.

COVENANTS

In the Series A Subordinated Debentures, Protective Life will agree that, so long as the Series A Preferred Securities are outstanding, (i) it shall not declare or pay any dividend on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of its capital stock, or make any guarantee payments with respect to the foregoing (other than (a) redemptions or purchases pursuant to Protective Life's Share Purchase Rights Plan described under "Description of Capital Stock of Protective Life --

Junior Preferred Stock" in the Prospectus, or any successor to such Plan and (b) payments pursuant to any guarantee of the Series A Preferred Securities or any other series of Preferred Securities ranking PARI PASSU with the Series A Preferred Securities) if at such time (x) there shall have occurred any Event of Default or event (a "Default") that, with the giving of notice or the lapse of time or both, would constitute an Event of Default or (y) Protective Life shall be in default with respect to its payment or other obligations under any guarantee of the Series A Preferred Securities, (ii) it shall maintain ownership, directly or indirectly, of all of the Common Securities and (iii) it shall timely perform all of its respective duties under the L.L.C. Agreement.

Protective Life also will agree (i) that its obligations under the Series A Subordinated Debentures will also be for the benefit of the holders from time to time of the Series A Preferred Securities and that such holders or a trustee acting on behalf of such holders will be entitled to enforce the Series A Subordinated Debentures directly against Protective Life as third party beneficiaries of Protective Life's obligations thereunder, and (ii) not to consolidate with or merge into another entity or permit another entity to consolidate with or merge into it unless (a) at such time no Event of Default has occurred and is continuing, or would occur as a result of such merger and (b) Protective Life is the survivor of such merger or the entity formed by or resulting from such merger shall expressly assume payment of the principal of and premium, if any, and interest on the Series A Subordinated Debentures.

EVENTS OF DEFAULT

If an Event of Default (as defined in the Subordinated Indenture and described in the accompanying Prospectus) shall occur and be continuing, PLC Capital will have the right to declare the principal of and the interest on the Series A Subordinated Debentures (including any interest subject to an extension of the interest payment period) and any other amounts payable on the Series A Subordinated Debentures to be forthwith due and payable, whereupon the Series A Subordinated Debentures and any other amounts payable in respect of the Series A Subordinated Debentures under the Series A Subordinated Debentures or the Subordinated Indenture shall be forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which will be waived by Protective Life, and PLC Capital will have the right to enforce its other rights as a defaulted creditor with respect to the Series A Subordinated Debentures, subject to the subordination provisions thereof. See "Description of Debt Securities of Protective Life -- Events of Default, Notice and Certain Rights on Default" in the accompanying Prospectus. Under the terms of the Series A Preferred Securities, the holders of outstanding Series A Preferred Securities will have the rights referred to under "Terms of the Series A Preferred Securities -- Voting Rights", including the right to appoint a trustee, which trustee shall be authorized to exercise PLC Capital's rights to accelerate the principal amount of the Series A Subordinated Debentures and to enforce PLC Capital's other rights under the Series A Subordinated Debentures. Because the Series A Subordinated Debentures will be for the benefit of the holders of Series A Preferred Securities, PLC Capital will agree that it will declare principal of and interest on the Series A Subordinated Debentures due and payable in the event of an interest payment or covenant Event of Default if, and only if, so directed by holders of 25% or more of the Series A Preferred Securities, or by a trustee appointed by such holders as a result of an arrearage in dividend payments on the Series A Preferred Securities.

MISCELLANEOUS

Protective Life shall have the right at all times to assign any of its rights or obligations under the Series A Subordinated Debentures to a direct or indirect wholly-owned subsidiary of Protective Life; PROVIDED, HOWEVER, that, in the event of any such assignment, Protective Life shall remain jointly and severally liable for all such obligations. PLC Capital may not assign any of its rights under the Series A Subordinated Debentures, other than in connection with a merger or consolidation or sale of assets permitted under the terms of the Subordinated Debenture. Subject to the foregoing, the Series A Subordinated Debentures shall be binding upon and inure to the benefit of Protective Life and PLC Capital and their respective successors and assigns. Any assignment by Protective Life or PLC Capital in contravention of such provisions will be null and void.

The Series A Subordinated Debentures and the Subordinated Indenture will be governed by and construed in accordance with the internal laws of the State of New York.

The Series A Subordinated Debentures may be amended by mutual consent of the parties in the manner the parties shall agree; PROVIDED, HOWEVER, that, so long as any of the Series A Preferred Securities remain outstanding, no such amendment shall be made that adversely affects the holders of the Series A Preferred Securities, no termination of the Series A Subordinated Debentures shall occur, and no Event of Default or compliance with any covenant under the Series A Subordinated Debentures may be waived by PLC Capital, without the prior approval of the holders of at least 66 2/3% in liquidation preference of all Series A Preferred Securities then outstanding, in writing or at a duly constituted meeting of such holders.

CERTAIN FEDERAL TAX CONSIDERATIONS

The following is a summary, based on the advice of Debevoise & Plimpton, special counsel to Protective Life and PLC Capital, of certain U.S. federal income tax considerations relevant to the purchase, ownership and disposition of the Series A Preferred Securities by a beneficial owner acquiring Series A Preferred Securities on their original issue at the original offering price who is (i) an individual citizen or a resident of the United States, (ii) a corporation or partnership created or organized in or under the laws of the United States or any state thereof or the District of Columbia or (iii) an estate or trust subject to United States federal income taxation without regard to the source of its income (a "United States Person"). This summary does not address potential tax consequences to a purchaser that is not a United States Person. Neither PLC Capital nor Protective Life is required to pay any additional amounts with respect to payments of dividends on the Series A Preferred Securities if any withholding or similar taxes are imposed on any such dividends; accordingly, any such taxes would reduce the amounts that would be received by any beneficial owner that is not a United States Person. PROSPECTIVE PURCHASERS OF THE SERIES A PREFERRED SECURITIES THAT ARE NOT UNITED STATES PERSONS ARE URGED TO CONSULT THEIR TAX ADVISORS.

This summary does not purport to address all potential tax consequences that may be applicable to a beneficial owner of a Series A Preferred Security, and is not intended to be wholly applicable to all categories of investors (including insurance companies, banks, tax-exempt organizations, dealers in securities and persons acquiring Series A Preferred Securities as a straddle or hedge or as part of a "conversion transaction") or persons whose functional currency is not the United States dollar. This discussion is based upon the United States Internal Revenue Code of 1986, as amended (the "Code"), Treasury Regulations (including proposed Treasury Regulations), Internal Revenue Service rulings and pronouncements and judicial decisions now in effect, all of which are subject to change at any time. Such changes may be applied retroactively in a manner that could cause tax consequences to vary substantially from the consequences described below, possibly adversely affecting a beneficial owner of a Series A Preferred Security. These authorities are subject to various interpretations and it is therefore possible that the federal income tax treatment of the Series A Preferred Securities may differ from the treatment described below.

PROSPECTIVE PURCHASERS OF SERIES A PREFERRED SECURITIES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE FEDERAL TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF SERIES A PREFERRED SECURITIES, AS WELL AS THE EFFECT OF ANY STATE, LOCAL OR FOREIGN TAX LAWS.

INCOME FROM SERIES A PREFERRED SECURITIES

In the opinion of Debevoise & Plimpton, PLC Capital will be treated as a partnership for federal income tax purposes. Each beneficial owner of a Series A Preferred Security (a "Securityholder") will be required to include in gross income its distributive share of PLC Capital's net income. Such income will generally not exceed dividends received on a Series A Preferred Security, except in limited circumstances as described under "-- Potential Extension of Payment Period" and "-- Information Returns." Any amount so included in a Securityholder's gross income will increase its tax basis in the Series A

Preferred Securities, and the amount of cash dividends to the Securityholder will reduce its tax basis in the Series A Preferred Securities. No portion of such income will be eligible for the dividends received deduction.

PLC Capital does not presently intend to make an election under section 754 of the Code. As a result, a subsequent purchaser of Series A Preferred Securities may not be permitted to adjust its taxable income from PLC Capital to reflect any difference between its purchase price for the Series A Preferred Securities and PLC Capital's underlying tax basis in its assets.

SALE OR REDEMPTION OF SERIES A PREFERRED SECURITIES

Gain or loss will be recognized on a sale of Series A Preferred Securities (including a distribution of cash in redemption of all of a Securityholder's Series A Preferred Securities) equal to the difference between the amount realized and the Securityholder's tax basis for the Series A Preferred Securities sold or so redeemed. Gain or loss recognized by a Securityholder on the sale or exchange of a Series A Preferred Security held for more than one year will generally be taxable as long-term capital gain or loss. See "--Market Discount and Premium" below.

POTENTIAL EXTENSION OF PAYMENT PERIOD

Under the terms of the Series A Subordinated Debentures, Protective Life may be permitted to extend the interest payment period to up to 60 months. In the event that Protective Life exercises this right, Protective Life may not, among other things, declare dividends on any share of its preferred or common stock. In the event that the payment period is extended, PLC Capital will continue to accrue income, equal to the amount of the interest payment due at the end of the extended payment period, based on a constant yield method, over the length of the extended payment period.

Accrued income for any month will be allocated to Securityholders of record on the record date for dividends in respect of such month (whether or not dividends are actually paid). As a result, Securityholders of record during an extended interest payment period will include amounts in respect of interest in gross income in advance of the receipt of cash. The tax basis of a Series A Preferred Security will be increased by any such amounts that are included in income without a receipt of cash, and will be decreased when such cash is subsequently received from PLC Capital.

EXCHANGE OF SERIES A PREFERRED SECURITIES FOR SERIES A SUBORDINATED DEBENTURES

Under certain circumstances relating to changes in law, as described under "Description of the Series A Preferred Securities -- Optional Redemption," PLC Capital may distribute the Series A Subordinated Debentures (or beneficial interests therein) in exchange for, and liquidation of, the Series A Preferred Securities. Except as described below, such exchange would be treated as a non-taxable exchange to a Securityholder and such Securityholder would have an aggregate tax basis in the Series A Subordinated Debentures received equal to such Securityholder's aggregate tax basis in its Series A Preferred Securities. A Securityholder's holding period for the Series A Subordinated Debentures so received will include the period for which the Series A Preferred Securities were held by such Securityholder. If the exchange occurs following a determination that PLC Capital is an "investment company" within the meaning of the 1940 Act or that it is subject to federal income tax with respect to interest received on the Series A Subordinated Debentures, the exchange generally will be taxable to a Securityholder, who will recognize gain or loss measured by the difference between such Securityholder's basis in its Series A Preferred Securities and the value of the Series A Subordinated Debentures received in exchange therefor. In such a case, the holding period of a Securityholder for the Series A Subordinated Debentures received in the exchange will not include the period in which the Series A Preferred Securities were held.

After any exchange of Series A Preferred Securities for Series A Subordinated Debentures, holders of the Series A Subordinated Debentures (including those otherwise using a cash basis method of accounting) will be required to include interest on the Series A Subordinated Debentures as it accrues, based on a constant yield method (which, under certain circumstances, could be greater than the stated interest if the Series A Subordinated

stated principal amount), before the receipt of payments of interest, including in circumstances where Protective Life has extended the interest payment period. See "--Potential Extension of Payment Period". Such holder's tax basis in the Series A Subordinated Debentures will be increased by accrued interest previously included in income by such holder and reduced by the payment of such interest. See "--Market Discount and Premium".

MARKET DISCOUNT AND PREMIUM

Securityholders (other than initial purchasers who acquire Series A Preferred Securities at their original offering price) may be considered to have market discount, acquisition premium or amortizable bond premium under certain circumstances and are advised to consult their own tax advisors.

INFORMATION RETURNS

The Managing Member will furnish each Securityholder with a Schedule K-1 setting forth such Securityholder's allocable share of income within 90 days after the close of PLC Capital's taxable year. In preparing this information, the Managing Member will use various accounting and reporting conventions to determine a Securityholder's allocable share of income. See "-- Potential Extension of Payment Period". If such conventions were successfully challenged by the Internal Revenue Service, the distributive share of PLC Capital's income allocable to Series A Preferred Securities in respect of a month in which such Series A Preferred Securities are sold may be allocated between the seller and purchaser on some other basis. Any amount so allocated to the Securityholder, whether as seller or purchaser, would be includible in the Securityholder's income and would increase the Securityholder's tax basis in its Series A Preferred Securities.

Any person who holds Series A Preferred Securities as a nominee for another person is required to furnish to PLC Capital (a) the name, address and taxpayer identification number of the beneficial owner and the nominee; (b) whether the beneficial owner is (i) a person that is not a United States Person, (ii) a foreign government, an international organization or any wholly-owned agency or instrumentality of either of the foregoing, or (iii) a tax-exempt entity; (c) the amount and description of Series A Preferred Securities held, acquired or transferred for the beneficial owner; and (d) certain information including the dates of acquisitions and transfers, means of acquisitions and transfers, and acquisition cost for purchases, as well as the amount of net proceeds from sales. Brokers and financial institutions are required to furnish additional information, including whether they are a United States Person and certain information on Series A Preferred Securities they acquire, hold or transfer for their own account. A penalty of \$50 per failure (up to a maximum of \$100,000 per calendar year) is imposed by the Code for failure to report such information to PLC Capital. The nominee is required to supply the beneficial owner of the Series A Preferred Securities with the information furnished to PLC Capital.

ERISA MATTERS

PLC Capital, Protective Life and other affiliates of PLC Capital or Protective Life may each be considered a "party in interest" (within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) or a "disqualified person" (within the meaning of Section 4975 of the Code) with respect to many employee benefit plans ("Plans") that are subject to ERISA. The purchase and/or holding of Series A Preferred Securities or Series A Subordinated Debentures by a Plan that is subject to the fiduciary responsibility provisions of ERISA or the prohibited transaction provisions of Section 4975 of the Code (including individual retirement arrangements and other plans described in Section 4975(e)(1) of the Code) and with respect to which PLC Capital, Protective Life or any other affiliate of PLC Capital or Protective Life is a service provider (or otherwise is a party in interest or a disqualified person) may constitute or result in a prohibited transaction under ERISA or Section 4975 of the Code, unless such Series A Preferred Securities or Series A Subordinated Debentures, are acquired pursuant to and in accordance with an applicable exemption, such as Prohibited Transaction Class Exemption ("PTCE") 84-14 (an exemption for certain transactions determined by an independent qualified professional asset manager), PTCE 91-38 (an exemption for certain transactions involving bank

collective investment funds) or PTCE 90-1 (an exemption for certain transactions involving insurance company pooled separate accounts). Any pension or other employee benefit plan proposing to acquire any Series A Preferred Securities should consult with its counsel.

UNDERWRITING

Subject to the terms and conditions set forth in the Underwriting Agreement, PLC Capital has agreed to sell to each of the Underwriters named below, and each of the Underwriters, for whom Goldman, Sachs & Co., Dean Witter Reynolds Inc., Kidder, Peabody & Co. Incorporated and The Robinson-Humphrey Company, Inc. (the "Representatives") are acting as representatives, has severally agreed to purchase from PLC Capital, the respective number of Series A Preferred Securities set forth opposite its name below.

UNDERWRITERS	NUMBER OF SERIES A PREFERRED SECURITIES

<S>	<C>
Goldman, Sachs & Co.....	
Dean Witter Reynolds Inc.....	
Kidder, Peabody P Co. Incorporated.....	
The Robinson-Humphrey Company, Inc.....	
Total.....	-----

</TABLE>

Under the terms and conditions of the Underwriting Agreement, the Underwriters are committed to take and pay for all the Series A Preferred Securities offered hereby, if any are taken.

The Underwriters propose to offer the Series A Preferred Securities in part directly to the public at the initial public offering price set forth on the cover page of this Prospectus Supplement, and in part to certain dealers at such price less a concession of \$[] per Series A Preferred Security. The Underwriters may allow, and such dealers may reallow, a concession not in excess of \$[] per Series A Preferred Security to certain brokers and dealers. After the Series A Preferred Securities are released for sale to the public, the public offering price and other selling terms may from time to time be varied by the Representatives.

Pursuant to the Underwriting Agreement Protective Life has agreed to pay to the Underwriters, as compensation for their services, an amount equal to \$_____ per Series A Preferred Security, except that such compensation will be \$_____ per Series A Preferred Security sold to certain institutions.

[PLC Capital has granted to the Underwriters an option exercisable for 30 days after the date of this Prospectus Supplement to purchase up to [] additional Series A Preferred Securities to cover over-allotments, if any, at the initial public offering price (with additional Underwriters' compensation), as set forth on the cover page of this Prospectus Supplement. If the Underwriters exercise their over-allotment option, the Underwriters have severally agreed, subject to certain conditions, to purchase approximately the same percentage thereof that the number of Series A Preferred Securities to be purchased by each of them, as shown in the foregoing table, bears to the number of Series A Preferred Securities initially offered hereby.]

Certain of the Underwriters are customers of, or engage in transactions with, and from time to time have performed services for, Protective Life and its subsidiaries and associated companies in the ordinary course of business.

Prior to this offering, there has been no market for the Series A Preferred Securities. Application will be made to list the Series A Preferred Securities on the NYSE. In order to meet one of the requirements for listing the Series A Preferred Securities on the NYSE, the Underwriters will undertake to sell Series A Preferred Securities to a minimum of 400 beneficial holders.

PLC Capital and Protective Life have agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act.

LEGAL OPINIONS

Tax matters described under "Certain Federal Tax Considerations" in this Prospectus Supplement have been passed upon by Debevoise & Plimpton. In rendering its opinion, Debevoise & Plimpton has relied upon an opinion of Richards, Layton & Finger, P.A. as to certain matters of Delaware law.

INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH STATE.

SUBJECT TO COMPLETION, DATED APRIL 15, 1994

PROSPECTUS

U.S. \$175,000,000
 PROTECTIVE LIFE CORPORATION
 DEBT SECURITIES
 PREFERRED STOCK

PLC CAPITAL L.L.C.

CUMULATIVE MONTHLY INCOME PREFERRED SECURITIES ("MIPS"*)
 GUARANTEED TO THE EXTENT SET FORTH HEREIN BY
 PROTECTIVE LIFE CORPORATION

Protective Life Corporation, a Delaware corporation ("Protective Life"), may from time to time offer (a) its debt securities, consisting of debentures, notes and/or other evidences of indebtedness representing unsecured obligations of Protective Life (the "Debt Securities"), and (b) shares of preferred stock, par value \$1.00 per share ("Preferred Stock"), in each case in one or more series and in amounts, at prices and on terms to be determined at the time of offering.

PLC Capital L.L.C., a limited liability company formed under the laws of the State of Delaware ("PLC Capital"), may from time to time offer, in one or more series, its Cumulative Monthly Income Preferred Securities (the "Preferred Securities") representing preferred limited liability company interests in PLC Capital. PLC Capital was formed by Protective Life solely to issue Preferred Securities and common limited liability company interests ("Common Securities") and loan the proceeds thereof to Protective Life. Accordingly, the proceeds of an offering of Preferred Securities, together with all capital contributions made in respect of Common Securities, will be loaned to Protective Life in exchange for subordinated Debt Securities of Protective Life ("Subordinated Debentures") having the terms described herein. Interest and principal payments on the Subordinated Debentures are intended to fund the payment of periodic distributions ("dividends") and redemption and liquidation distributions on the Preferred Securities and the Common Securities. The payment of dividends (but only if and to the extent declared out of moneys held by PLC Capital and legally available therefor), and payments on liquidation (but only to the extent of the remaining assets of PLC Capital) or redemption at the option of PLC Capital with respect to the Preferred Securities will be guaranteed by a subordinated

guarantee (the "Guarantee") of Protective Life to the extent set forth herein. See "PLC Capital L.L.C." and "Description of Certain Contractual Back-Up Obligations of Protective Life" for a description of the various contractual backup obligations of Protective Life.

Specific terms of the particular Debt Securities, Preferred Stock and Preferred Securities in respect of which this Prospectus is being delivered (the "Offered Securities") will be set forth in an accompanying Prospectus Supplement (the "Prospectus Supplement"), which will describe, without limitation and where applicable, the following: (x) in the case of Debt Securities, the specific designation, aggregate principal amount, denomination, maturity, premium, if any, interest rate (which may be fixed or variable) or method of calculating interest, if any, place or places where principal, premium, if any, and interest, if any, will be payable, currency in which principal, premium, if any, and interest, if any, will be payable, any terms of redemption, any sinking fund provisions, any listing on a securities exchange and other special terms, and (y) in the case of Preferred Stock and Preferred Securities, the specific designation, stated value and liquidation preference per share or security and number of shares or securities offered, dividend rate (which may be fixed or variable) or method of calculating dividends, place or places where dividends will be payable, any terms of redemption, any listing on a securities exchange and other special terms.

The offering price to the public of the Offered Securities will be limited to U.S. \$175,000,000 in the aggregate (or its equivalent (based on the applicable exchange rate at the time of issue), if Offered Securities are offered for consideration denominated in one or more foreign currencies or currency units as shall be designated by Protective Life). The Debt Securities may be denominated in United States dollars or, at the option of Protective Life if so specified in the applicable Prospectus Supplement, in one or more foreign currencies or currency units. The Debt Securities may be issued in registered form or bearer form, or both. If so specified in the applicable Prospectus Supplement, Debt Securities of a series may be issued in whole or in part in the form of one or more temporary or permanent global securities.

The Offered Securities may be sold to or through underwriters, through dealers or agents or directly to purchasers. See "Plan of Distribution". The names of any underwriters, dealers or agents involved in the sale of the Offered Securities in respect of which this Prospectus is being delivered and any applicable fee, commission or discount arrangements with them will be set forth in a Prospectus Supplement.

This Prospectus may not be used to consummate sales of offered securities unless accompanied by a Prospectus Supplement.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

*An application has been filed by Goldman, Sachs & Co. with the United States Patent and Trademark Office for the registration of the MIPS servicemark.

The date of this Prospectus is _____, 1994.

AVAILABLE INFORMATION

Protective Life is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith, files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information can be inspected and copied at the public reference facilities of the Commission at Room 1024, 450 Fifth Street, N.W., Judiciary Plaza, Washington, D.C. 20549 and at the regional offices of the Commission located at 7 World Trade Center, 13th Floor, Suite 1300, New York, New York 10048 and Suite 1400, Northwestern Atrium Center, 14th Floor, 500 West Madison Street, Chicago, Illinois 60661. Copies of such material can also be obtained at prescribed rates by writing to the Public Reference Section of the Commission at 450 Fifth Street, N.W., Judiciary Plaza, Washington, D.C. 20549. In addition, such reports, proxy statements and other information concerning Protective Life can be inspected at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005.

This Prospectus constitutes a part of a registration statement on Form S-3 (together with all amendments and exhibits, the "Registration Statement") filed by Protective Life and PLC Capital with the Commission under the Securities Act of 1933, as amended (the "Securities Act"). This Prospectus does not contain all the information set forth in the Registration Statement, certain portions of which have been omitted as permitted by the rules and regulations of the Commission. For further information with respect to Protective Life, PLC Capital and the Offered Securities, reference is made to the Registration Statement. The Registration Statement may be inspected by anyone without charge at the principal office of the Commission in Washington, D.C. and copies of all or part of it may be obtained from the Commission upon payment of the prescribed fees.

No separate financial statements of PLC Capital have been included herein. Protective Life and PLC Capital do not consider that such financial statements would be material to holders of the Preferred Securities because PLC Capital is a newly organized special purpose entity, has no operating history and no independent operations and is not engaged in, and does not propose to engage in, any activity other than the issuance of the Preferred Securities and the Common Securities and the lending of the net proceeds thereof to Protective Life pursuant to loans to be evidenced by Subordinated Debentures. See "PLC Capital L.L.C.". PLC Capital is a limited liability company formed under the laws of the State of Delaware and will be managed by Protective Life, in its capacity as a holder of Common Securities.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

Protective Life's Annual Report on Form 10-K for the year ended December 31, 1993 and its Current Report on Form 8-K dated August 4, 1993, as filed with the Commission pursuant to the Exchange Act (file no. 0-9924), are incorporated herein by reference.

Each document or report subsequently filed by Protective Life pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date hereof and prior to the termination of the offering described herein shall be deemed to be incorporated by reference into this Prospectus and to be a part of this Prospectus from the date of filing of such document. Any statement contained herein, or in a document all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of the Registration Statement and this Prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of the Registration Statement or this Prospectus.

Protective Life will provide without charge to any person to whom this Prospectus is delivered, on the written or oral request of such person, a copy of any or all of the foregoing documents incorporated by reference, other than certain exhibits to such documents. Requests should be directed to: Protective Life Corporation, P.O. Box 2606, Birmingham, Alabama 35202 (telephone: (205) 879-9230).

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PROTECTIVE LIFE CORPORATION

Protective Life, a Delaware corporation incorporated in 1981, is an insurance holding company that owns a group of life insurance companies that provide financial services through the production, distribution and administration of insurance and investment products. Protective Life Insurance Company ("Protective Life Insurance"), founded in 1907, is Protective Life's principal operating subsidiary.

During 1993, Protective Life reported revenues of \$760 million and net income of \$57 million. At December 31, 1993, Protective Life had total assets of \$5.3 billion, stockholders' equity of \$361 million and life insurance inforce of \$42.5 billion. Protective Life's insurance subsidiaries generated approximately 94% of its revenues in 1993. Protective Life Insurance is currently rated A+ (Superior) by A.M. Best Company, Inc. ("A.M. Best"). A.M. Best, an independent insurance industry rating organization, assigns fifteen letter ratings to insurance companies, ranging from "A++ (Superior)" to "C- (Fair)." A.M. Best's ratings are based on factors of relevance primarily to policyholders and are not directed to the protection of investors, such as holders of the Offered Securities. Such ratings do not apply to the Offered Securities.

Protective Life's principal executive offices are located at 2801 Highway 280 South, Birmingham, Alabama 35223, and its telephone number is (205) 879-9230.

Protective Life's ability to pay principal and interest on any Debt Securities, Preferred Stock or Subordinated Debentures is affected by the ability of its insurance company subsidiaries, Protective Life's principal sources of cash flow, to declare and distribute dividends and to make payments on surplus notes (i.e., deeply subordinated intercompany notes owed by insurance company subsidiaries to Protective Life that are treated as equity capital for statutory accounting purposes), both of which may be limited by regulatory restrictions and, in the case of payments on surplus notes, by certain financial covenants. Protective Life's cash flow is also dependent on revenues from investment, data processing, legal and management services rendered to its subsidiaries. Insurance company subsidiaries of Protective Life are subject to various state statutory and regulatory restrictions, applicable to insurance companies generally, that limit the amount of cash dividends, loans and advances that those subsidiaries may pay to Protective Life. Under Tennessee insurance laws, Protective Life Insurance may generally only pay dividends to Protective Life out of its unassigned surplus as reflected in its statutory financial statements filed in that State. In addition, the Tennessee Commissioner of Insurance must approve (or not disapprove within 30 days of notice) payment of an "extraordinary" dividend from Protective Life Insurance, which generally under Tennessee insurance laws is a dividend that exceeds, together with all dividends paid by Protective Life Insurance within the previous 12 months, the greater of (i) 10% of Protective Life Insurance's surplus as regards policyholders at the preceding December 31 or (ii) the net gain from operations of Protective Life Insurance for the 12 months ended on such December 31. The maximum amount that would qualify as ordinary dividends to Protective Life by its insurance subsidiaries in 1994 is estimated to be \$57 million. No assurance can be given that more stringent restrictions will not be adopted from time to time by states in which Protective Life's insurance subsidiaries are domiciled, which restrictions could have the effect, under certain circumstances, of significantly reducing dividends or other amounts payable to Protective Life by such subsidiaries without affirmative prior approval by state insurance regulatory authorities.

In the event of the insolvency, liquidation, reorganization, dissolution or other winding-up of a subsidiary of Protective Life, all creditors of such subsidiary, including holders of life and health insurance policies, would be entitled to payment in full out of the assets of such subsidiary before Protective Life, as shareholder or holder of surplus notes, would be entitled to any payment, and thus such creditors would have to be paid in full before the creditors of Protective Life (including holders of Debt Securities or Subordinated Debentures) would be entitled to receive any payment from the assets of such subsidiary.

3

PLC CAPITAL L.L.C.

PLC Capital is a limited liability company formed under the laws of the State of Delaware. PLC Capital's offices are located at 2801 Highway 280 South, Birmingham, Alabama 35223 (Telephone: (205) 879-9230). Protective Life owns, directly and indirectly, all of the Common Securities of PLC Capital, which Common Securities are nontransferable. PLC Capital was formed by Protective Life and its wholly-owned subsidiary solely to issue Common Securities and Preferred Securities (collectively, the "Membership Securities") and to lend the net proceeds thereof to Protective Life in exchange for Subordinated Debentures. Interest and principal payments on Subordinated Debentures are intended to fund the payment of dividends and redemption and liquidation distributions on the Membership Securities. Accordingly, PLC Capital's sole source of cash flow is Protective Life, and PLC Capital's ability to make dividend and other payments in respect of Preferred Securities will be dependent on interest and principal payments by Protective Life on the Subordinated Debentures. See "Protective Life Corporation".

PLC Capital will be managed by Protective Life, in its capacity as a holder of Common Securities (in such capacity, the "Managing Member"). Holders of Membership Securities in PLC Capital are referred to herein as "Members." PLC Capital's Amended and Restated Limited Liability Company Agreement (the "L.L.C. Agreement") provides that Protective Life, in its capacity as a holder of Common Securities, shall be liable for all obligations and liabilities of PLC Capital (including tax obligations, but excluding obligations in respect of Preferred Securities). Under Delaware law, members who hold Series A Preferred Securities

(other than Protective Life) will not be liable for the debts, obligations and liabilities of PLC Capital, whether arising in contract, tort or otherwise, solely by reason of being a member of PLC Capital (subject to any obligation such members may have to repay any funds that may have been wrongfully distributed to them).

USE OF PROCEEDS

The proceeds from the sale of any Preferred Securities (together with any capital contributed in respect of Common Securities) will be loaned to Protective Life in exchange for Subordinated Debentures. Protective Life will use borrowings from PLC Capital, and the net proceeds from any sale of Debt Securities or Preferred Stock, for general corporate purposes, including, but not limited to, repayments of indebtedness of Protective Life or its subsidiaries.

RATIO OF CONSOLIDATED EARNINGS TO FIXED CHARGES

The following table sets forth Protective Life's ratio of earnings to fixed charges:

<TABLE>
<CAPTION>

	YEAR ENDED DECEMBER 31,				
	1989	1990	1991	1992	1993
<S>	<C>	<C>	<C>	<C>	<C>
Ratio of Consolidated Earnings to Fixed Charges*.....	25.8	8.2	9.8	13.5	14.5

<FN>

*The ratio of consolidated earnings to fixed charges is calculated by dividing the sum of income before income tax (excluding pretax minority interest) and interest expense on debt, by interest expense on debt.

</TABLE>

DESCRIPTION OF DEBT SECURITIES OF PROTECTIVE LIFE

The Debt Securities offered hereby are to be issued in one or more series under either (i) the Senior Indenture, dated as of , 1994 (the "Senior Indenture"), between Protective Life and The Bank of New York, as Trustee (the "Trustee") or (ii) the Subordinated Indenture, dated as of , 1994 (the "Subordinated Indenture" and, together with the Senior Indenture, the "Indentures"), between Protective Life and AmSouth Bank NA, as trustee (also, the "Trustee"), the forms of which have been filed as exhibits to the Registration Statement of which this Prospectus forms a part.

The statements herein relating to the Debt Securities and the following summaries of certain provisions of the Indentures do not purport to be complete and are subject to, and are qualified in their

entirety by reference to, all the provisions of the Indentures (as they may be amended or supplemented from time to time), including the definitions therein of certain terms capitalized in this Prospectus. Whenever particular Sections or defined terms of the Indentures (as they may be amended or supplemented from time to time) are referred to herein or in a Prospectus Supplement, such Sections or defined terms are incorporated herein or therein by reference.

GENERAL

The Debt Securities will be unsecured obligations of Protective Life. The Debt Securities issued under the Senior Indenture will be unsecured and will rank PARI PASSU with all other unsecured and unsubordinated obligations of Protective Life. The Debt Securities issued under the Subordinated Indenture will be subordinate and junior in right of payment to the extent and in the manner set forth in the Subordinated Indenture to all Senior Indebtedness of Protective Life. See "-- Subordination under the Subordinated Indenture." The Indentures do not limit the aggregate amount of Debt Securities which may be issued thereunder, nor do they limit the incurrence or issuance of other secured

or unsecured debt of Protective Life.

Reference is made to the applicable Prospectus Supplement which will accompany this Prospectus for a description of the specific series of Debt Securities being offered thereby, including: (1) the title of such Debt Securities; (2) any limit upon the aggregate principal amount of such Debt Securities; (3) the date or dates on which the principal of and premium, if any, on such Debt Securities will mature or the method of determining such date or dates; (4) the rate or rates (which may be fixed or variable) at which such Debt Securities will bear interest, if any, or the method of calculating such rate or rates; (5) the date or dates from which interest, if any, will accrue or the method by which such date or dates will be determined; (6) the date or dates on which interest, if any, will be payable and the record date or dates therefor; (7) the place or places where principal of, premium, if any, and interest, if any, on such Debt Securities will be payable; (8) the period or periods within which, the price or prices at which, the currency or currencies (including currency unit or units) in which, and the terms and conditions upon which, such Debt Securities may be redeemed, in whole or in part, at the option of Protective Life; (9) the obligation, if any, of Protective Life to redeem or purchase such Debt Securities pursuant to any sinking fund or analogous provisions or upon the happening of a specified event and the period or periods within which, the price or prices at which and the other terms and conditions upon which, such Debt Securities shall be redeemed or purchased, in whole or in part, pursuant to such obligations; (10) the denominations in which such Debt Securities are authorized to be issued; (11) the currency or currency unit for which Debt Securities may be purchased or in which Debt Securities may be denominated and/ or the currency or currencies (including currency unit or units) in which principal of, premium, if any, and interest, if any, on such Debt Securities will be payable and whether Protective Life or the holders of any such Debt Securities may elect to receive payments in respect of such Debt Securities in a currency or currency unit other than that in which such Debt Securities are stated to be payable; (12) if other than the principal amount thereof, the portion of the principal amount of such Debt Securities which will be payable upon declaration of the acceleration of the maturity thereof or the method by which such portion shall be determined; (13) the person to whom any interest on any such Debt Security shall be payable if other than the person in whose name such Debt Security is registered on the applicable record date; (14) any addition to, or modification or deletion of, any Event of Default or any covenant of Protective Life specified in the Indenture with respect to such Debt Securities; (15) the application, if any, of such means of defeasance or covenant defeasance as may be specified for such Debt Securities; (16) whether such Debt Securities are to be issued in whole or in part in the form of one or more temporary or permanent global securities and, if so, the identity of the depository for such global security or securities; and (17) any other special terms pertaining to such Debt Securities. Unless otherwise specified in the applicable Prospectus Supplement, the Debt Securities will not be listed on any securities exchange. (Section 3.1 of each Indenture.)

Unless otherwise specified in the applicable Prospectus Supplement, Debt Securities will be issued in fully-registered form without coupons. Where Debt Securities of any series are issued in bearer form, the special restrictions and considerations, including special offering restrictions and special Federal

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income tax considerations, applicable to any such Debt Securities and to payment on and transfer and exchange of such Debt Securities will be described in the applicable Prospectus Supplement. Bearer Debt Securities will be transferable by delivery. (Section 3.5 of each Indenture.)

Debt Securities may be sold at a substantial discount below their stated principal amount, bearing no interest or interest at a rate which at the time of issuance is below market rates. Certain Federal income tax consequences and special considerations applicable to any such Debt Securities will be described in the applicable Prospectus Supplement.

If the purchase price of any of the Debt Securities is payable in one or more foreign currencies or currency units or if any Debt Securities are denominated in one or more foreign currencies or currency units or if the principal of, premium, if any, or interest, if any, on any Debt Securities is payable in one or more foreign currencies or currency units, the restrictions, elections, certain Federal income tax considerations, specific terms and other information with respect to such issue of Debt Securities and such foreign currency or currency units will be set forth in the applicable Prospectus Supplement.

The general provisions of the Indentures do not afford holders of the Debt Securities protection in the event of a highly leveraged or other transaction involving Protective Life that may adversely affect holders of the Debt Securities.

Unless otherwise provided in the applicable Prospectus Supplement, payments in respect of the Debt Securities will be made in the designated currency at the office or agency of Protective Life maintained for that purpose as Protective Life may designate from time to time, except that, at the option of Protective Life, interest payments, if any, on Debt Securities in registered form may be made (i) by checks mailed to the holders of Debt Securities entitled thereto at their registered addresses or (ii) by wire transfer to an account maintained by the person entitled thereto as specified in the Register. (Sections 3.7(a) and 9.2 of each Indenture.) Unless otherwise indicated in an applicable Prospectus Supplement, payment of any installment of interest on Debt Securities in registered form will be made to the person in whose name such Debt Security is registered at the close of business on the regular record date for such interest. (Section 3.7(a) of each Indenture.)

Payment in respect of Debt Securities in bearer form will be made in the currency and in the manner designated in the Prospectus Supplement, subject to any applicable laws and regulations, at such paying agencies outside the United States as Protective Life may appoint from time to time. The paying agents outside the United States initially appointed by Protective Life for a series of Debt Securities will be named in the Prospectus Supplement. Protective Life may at any time designate additional paying agents or rescind the designation of any paying agents, except that, if Debt Securities of a series are issuable as Registered Securities, Protective Life will be required to maintain at least one paying agent in each Place of Payment for such series and, if Debt Securities of a series are issuable as Bearer Securities, Protective Life will be required to maintain a paying agent in a Place of Payment outside the United States where Debt Securities of such series and any coupons appertaining thereto may be presented and surrendered for payment. (Section 9.2 of each Indenture.)

Unless otherwise provided in the applicable Prospectus Supplement, Debt Securities in registered form will be transferable or exchangeable at the agency of Protective Life maintained for such purpose as designated by Protective Life from time to time. (Sections 3.5 and 9.2 of each Indenture.) Debt Securities may be transferred or exchanged without service charge, other than any tax or other governmental charge imposed in connection therewith. (Section 3.5 of each Indenture.)

GLOBAL DEBT SECURITIES

The Debt Securities of a series may be issued in whole or in part in the form of one or more fully registered global securities (a "Registered Global Security") that will be deposited with a depository (the "Depository") or with a nominee for the Depository identified in the applicable Prospectus Supplement. In such a case, one or more Registered Global Securities will be issued in a denomination or aggregate denominations equal to the portion of the aggregate principal amount of outstanding Debt Securities of

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the series to be represented by such Registered Global Security or Securities. (Section 3.3 of each Indenture.) Unless and until it is exchanged in whole or in part for Debt Securities in definitive certificated form, a Registered Global Security may not be registered for transfer or exchange except as a whole by the Depository for such Registered Global Security to a nominee of such Depository or by a nominee of such Depository to such Depository or another nominee of such Depository or by such Depository or any such nominee to a successor Depository for such series or a nominee of such successor Depository and except in the circumstances described in the applicable Prospectus Supplement. (Section 3.5 of each Indenture.)

The specific terms of the depository arrangement with respect to any portion of a series of Debt Securities to be represented by a Registered Global Security will be described in the applicable Prospectus Supplement. Protective Life expects that the following provisions will apply to depository arrangements.

Upon the issuance of any Registered Global Security, and the deposit of such Registered Global Security with or on behalf of the Depository for such Registered Global Security, the Depository will credit, on its book-entry registration and transfer system, the respective principal amounts of the Debt Securities represented by such Registered Global Security to the accounts of institutions ("participants") that have accounts with the Depository or its nominee. The accounts to be credited will be designated by the underwriters or agents engaging in the distribution of such Debt Securities or by Protective Life, if such Debt Securities are offered and sold directly by Protective Life. Ownership of beneficial interests in a Registered Global Security will be limited to participants or persons that may hold interests through participants. Ownership of beneficial interests by participants in such Registered Global Security will be shown on, and the transfer of such beneficial interests will be effected only through, records maintained by the Depository for such Registered

Global Security or by its nominee. Ownership of beneficial interests in such Registered Global Security by persons that hold through participants will be shown on, and the transfer of such beneficial interests within such participants will be effected only through, records maintained by such participants. The laws of some jurisdictions require that certain purchasers of securities take physical delivery of such securities in certificated form. The foregoing limitations and such laws may impair the ability to transfer beneficial interests in such Registered Global Securities.

So long as the Depository for a Registered Global Security, or its nominee, is the registered owner of such Registered Global Security, such Depository or such nominee, as the case may be, will be considered the sole owner or holder of the Debt Securities represented by such Registered Global Security for all purposes under each Indenture. Unless otherwise specified in the applicable Prospectus Supplement and except as specified below, owners of beneficial interests in such Registered Global Security will not be entitled to have Debt Securities of the series represented by such Registered Global Security registered in their names, will not receive or be entitled to receive physical delivery of Debt Securities of such series in certificated form and will not be considered the holders thereof for any purposes under the relevant Indenture. (Section 3.8 of each Indenture.) Accordingly, each person owning a beneficial interest in such Registered Global Security must rely on the procedures of the Depository and, if such person is not a participant, on the procedures of the participant through which such person owns its interest, to exercise any rights of a holder under the relevant Indenture. The Depository may grant proxies and otherwise authorize participants to give or take any request, demand, authorization, direction, notice, consent, waiver or other action which a holder is entitled to give or take under the relevant Indenture. Protective Life understands that, under existing industry practices, if Protective Life requests any action of holders or any owner of a beneficial interest in such Registered Global Security desires to give any notice or take any action a holder is entitled to give or take under the relevant Indenture, the Depository would authorize the participants to give such notice or take such action, and participants would authorize beneficial owners owning through such participants to give such notice or take such action or would otherwise act upon the instructions of beneficial owners owning through them.

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Unless otherwise specified in the applicable Prospectus Supplement, payments with respect to principal, premium, if any, and interest, if any, on Debt Securities represented by a Registered Global Security registered in the name of a Depository or its nominee will be made to such Depository or its nominee, as the case may be, as the registered owner of such Registered Global Security.

Protective Life expects that the Depository for any Debt Securities represented by a Registered Global Security, upon receipt of any payment of principal, premium or interest, will immediately credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of such Registered Global Security as shown on the records of such Depository. Protective Life also expects that payments by participants to owners of beneficial interests in such Registered Global Security held through such participants will be governed by standing instructions and customary practices, as is now the case with the securities held for the accounts of customers registered in "street names", and will be the responsibility of such participants. None of Protective Life, the respective Trustees or any agent of Protective Life or the respective Trustees shall have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial interests of a Registered Global Security, or for maintaining, supervising or reviewing any records relating to such beneficial interests. (Section 3.8 of each Indenture.)

Unless otherwise specified in the applicable Prospectus Supplement, if the Depository for any Debt Securities represented by a Registered Global Security is at any time unwilling or unable to continue as Depository and a successor Depository is not appointed by Protective Life within 90 days, Protective Life will issue such Debt Securities in definitive certificated form in exchange for such Registered Global Security. In addition, Protective Life may at any time and in its sole discretion determine not to have any of the Debt Securities of a series represented by one or more Registered Global Securities and, in such event, will issue Debt Securities of such series in definitive certificated form in exchange for all of the Registered Global Security or Securities representing such Debt Securities. (Section 3.5 of each Indenture.)

The Debt Securities of a series may also be issued in whole or in part in the form of one or more bearer global securities (a "Bearer Global Security") that will be deposited with a depository, or with a nominee for such depository, identified in the applicable Prospectus Supplement. Any such Bearer Global Securities may be issued in temporary or permanent form. (Section 3.4 of each Indenture.) The specific terms and procedures, including the specific terms of the depository arrangement, with respect to any portion of a series of Debt

Securities to be represented by one or more Bearer Global Securities will be described in the applicable Prospectus Supplement.

CONSOLIDATION, MERGER OR SALE BY PROTECTIVE LIFE

Protective Life shall not consolidate with or merge into any other corporation or sell its assets substantially as an entirety, unless (i) the corporation formed by such consolidation or into which Protective Life is merged or the corporation which acquires its assets is organized in the United States and expressly assumes all of the obligations of Protective Life under each Indenture, and (ii) immediately after giving effect to such transaction, no Default or Event of Default shall have happened and be continuing. Upon any such consolidation, merger or sale, the successor corporation formed by such consolidation, or into which Protective Life is merged or to which such sale is made, shall succeed to, and be substituted for Protective Life under each Indenture. (Section 7.1 of each Indenture.)

EVENTS OF DEFAULT, NOTICE AND CERTAIN RIGHTS ON DEFAULT

Each Indenture provides that, if an Event of Default specified therein occurs with respect to the Debt Securities of any series and is continuing, the Trustee for such series or the holders of 25% in aggregate principal amount of all of the outstanding Debt Securities of that series, by written notice to Protective Life (and to the Trustee for such series, if notice is given by such holders of Debt Securities), may declare the principal of (or, if the Debt Securities of that series are Original Issue Discount Securities or Indexed Securities, such portion of the principal amount specified in the Prospectus Supplement) and accrued interest on all the Debt Securities of that series to be due and payable (provided, with respect to any Debt

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Securities (including Subordinated Debentures) issued under the Subordinated Indenture, that the payment of principal and interest on such Debt Securities shall remain subordinated to the extent provided in Article 12 of the Subordinated Indenture). (Section 5.2 of each Indenture.)

Events of Default with respect to Debt Securities of any series are defined in each Indenture as being: (a) default for 30 days in payment of any interest on any Debt Security of that series or any coupon appertaining thereto or any additional amount payable with respect to Debt Securities of such series as specified in the applicable Prospectus Supplement when due; (b) default in payment of principal, or premium, if any, at maturity or on redemption or otherwise, or in the making of a mandatory sinking fund payment of any Debt Securities of that series when due; (c) default for 60 days after notice to Protective Life by the Trustee for such series, or by the holders of 25% in aggregate principal amount of the Debt Securities of such series then outstanding, in the performance of any other agreement in the Debt Securities of that series, in the Indenture or in any supplemental indenture or board resolution referred to therein under which the Debt Securities of that series may have been issued; (d) default in payment of principal relating to indebtedness of Protective Life and its consolidated subsidiaries for borrowed money having an aggregate principal amount exceeding \$25 million, or other default resulting in acceleration of indebtedness of Protective Life and its consolidated subsidiaries for borrowed money where the aggregate principal amount so accelerated exceeds \$25 million and such acceleration is not rescinded or annulled within 30 days after the written notice thereof to Protective Life by the Trustee or to Protective Life and the Trustee by the holders of 25% in aggregate principal amount of the Debt Securities of such series then outstanding, PROVIDED that such Event of Default will be remedied, cured or waived if the default that resulted in the acceleration of such indebtedness is remedied, cured or waived; and (e) certain events of bankruptcy, insolvency or reorganization of Protective Life or Protective Life Insurance. (Section 5.1 of each Indenture.) Events of Default with respect to a specified series of Debt Securities may be added to the Indenture and, if so added, will be described in the applicable Prospectus Supplement. (Sections 3.1 and 5.1(7) of each Indenture.)

Each Indenture provides that the Trustee will, within 90 days after the occurrence of a Default with respect to the Debt Securities of any series, give to the holders of the Debt Securities of that series notice of all Defaults known to it unless such Default shall have been cured or waived; PROVIDED that except in the case of a Default in payment on the Debt Securities of that series, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding such notice is in the interests of the holders of the Debt Securities of that series. (Section 6.6 of each Indenture.) "Default" means any event which is, or after notice or passage of time or both, would be, an Event of Default. (Section 1.1 of each Indenture.)

Each Indenture provides that the holders of a majority in aggregate principal amount of the Debt Securities of each series affected (with each such series voting as a class) may, subject to certain limited conditions, direct the time, method and place of conducting any proceeding for any remedy available to the Trustee for such series, or exercising any trust or power conferred on such Trustee. (Section 5.8 of each Indenture.)

Each Indenture includes a covenant that Protective Life will file annually with the Trustee a certificate as to Protective Life's compliance with all conditions and covenants of such Indenture. (Section 9.5 of each Indenture.)

The holders of a majority in aggregate principal amount of any series of Debt Securities by notice to the Trustee for such series may waive, on behalf of the holders of all Debt Securities of such series, any past Default or Event of Default with respect to that series and its consequences except a Default or Event of Default in the payment of the principal of, premium, if any, or interest, if any, on any Debt Security. (Section 5.7 of each Indenture.)

MODIFICATION OF THE INDENTURES

Each Indenture contains provisions permitting Protective Life and the Trustee to enter into one or more supplemental indentures without the consent of the holders of any of the Debt Securities in order

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(i) to evidence the succession of another corporation to Protective Life and the assumption of the covenants of Protective Life by a successor to Protective Life; (ii) to add to the covenants of Protective Life or surrender any right or power of Protective Life; (iii) to add additional Events of Default with respect to any series of Debt Securities; (iv) to add or change any provisions to such extent as necessary to permit or facilitate the issuance of Debt Securities in bearer form; (v) to change or eliminate any provision affecting only Debt Securities not yet issued; (vi) to secure the Debt Securities; (vii) to establish the form or terms of Debt Securities; (viii) to evidence and provide for successor Trustees; (ix) if allowed without penalty under applicable laws and regulations, to permit payment in respect of Debt Securities in bearer form in the United States; or (x) to correct any defect or supplement any inconsistent provisions or to make any other provisions with respect to matters or questions arising under such Indenture or to cure any ambiguity or correct any mistake, PROVIDED that any such action does not adversely affect the interests of any holder of Debt Securities of any series. (Section 8.1 of each Indenture.)

Each Indenture also contains provisions permitting Protective Life and the Trustee, with the consent of the holders of a majority in aggregate principal amount of the outstanding Debt Securities affected by such supplemental indenture (with the Debt Securities of each series voting as a class), to execute supplemental indentures adding any provisions to or changing or eliminating any of the provisions of such Indenture or any supplemental indenture or modifying the rights of the holders of Debt Securities of such series, except that, without the consent of the holder of each Debt Security so affected, no such supplemental indenture may: (i) change the time for payment of principal or premium, if any, or interest on any Debt Security; (ii) reduce the principal of, or any installment of principal of, or premium, if any, or interest on any Debt Security, or change the manner in which the amount of any of the foregoing is determined; (iii) reduce the amount of premium, if any, payable upon the redemption of any Debt Security; (iv) reduce the amount of principal payable upon acceleration of the maturity of any Original Issue Discount or Index Security; (v) change the currency or currency unit in which any Debt Security or any premium or interest thereon is payable; (vi) impair the right to institute suit for the enforcement of any payment on or with respect to any Debt Security; (vii) reduce the percentage in principal amount of the outstanding Debt Securities affected thereby the consent of whose holders is required for modification or amendment of such Indenture or for waiver of compliance with certain provisions of the Indenture or for waiver of certain defaults; (viii) change the obligation of Protective Life to maintain an office or agency in the places and for the purposes specified in such Indenture; or (ix) modify the provisions relating to waiver of certain defaults or any of the foregoing provisions. (Section 8.2 of each Indenture.)

SUBORDINATION UNDER THE SUBORDINATED INDENTURE

In the Subordinated Indenture, Protective Life will covenant and agree that any Debt Securities (including Subordinated Debentures) issued thereunder ("Subordinated Debt Securities") are subordinate and junior in right of payment to all Senior Indebtedness to the extent provided in the Subordinated Indenture. The Subordinated Indenture defines the term "Senior Indebtedness" as the

principal, premium, if any, and interest on (i) all indebtedness of Protective Life, whether outstanding on the date of the issuance of Subordinated Debt Securities or thereafter created, incurred or assumed, which is for money borrowed, or evidenced by a note or similar instrument given in connection with the acquisition of any business, properties or assets, including securities, (ii) any indebtedness of others of the kinds described in the preceding clause (i) for the payment of which Protective Life is responsible or liable as guarantor or otherwise and (iii) amendments, renewals, extensions and refundings of any such indebtedness, unless in any instrument or instruments evidencing or securing such indebtedness or pursuant to which the same is outstanding, or in any such amendment, renewal, extension or refunding, it is expressly provided that such indebtedness is not superior in right of payment to Subordinated Debt Securities. The Senior Indebtedness shall continue to be Senior Indebtedness and entitled to the benefits of the subordination provisions irrespective of any amendment, modification or waiver of any term of the Senior Indebtedness or extension or renewal of the Senior Indebtedness.

If (i) Protective Life defaults in the payment of any principal, or premium, if any, or interest on any Senior Indebtedness when the same becomes due and payable, whether at maturity or at a date fixed for prepayment or declaration or otherwise or (ii) an event of default occurs with respect to any Senior

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Indebtedness permitting the holders thereof to accelerate the maturity thereof and written notice of such event of default (requesting that payments on Subordinated Debt Securities cease) is given to Protective Life by the holders of Senior Indebtedness, then unless and until such default in payment or event of default shall have been cured or waived or shall have ceased to exist, no direct or indirect payment (in cash, property or securities, by set-off or otherwise) shall be made or agreed to be made on account of the Subordinated Debt Securities or interest thereon or in respect of any repayment, redemption, retirement, purchase or other acquisition of Subordinated Debt Securities.

In the event of (i) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to Protective Life, its creditors or its property, (ii) any proceeding for the liquidation, dissolution or other winding-up of Protective Life, voluntary or involuntary, whether or not involving insolvency or bankruptcy proceedings, (iii) any assignment by Protective Life for the benefit of creditors or (iv) any other marshalling of the assets of Protective Life, all Senior Indebtedness (including, without limitation, interest accruing after the commencement of any such proceeding, assignment or marshalling of assets) shall first be paid in full before any payment or distribution, whether in cash, securities or other property, shall be made by Protective Life on account of Subordinated Debt Securities. In any such event, any payment or distribution, whether in cash, securities or other property (other than securities of Protective Life or any other corporation provided for by a plan of reorganization or a readjustment, the payment of which is subordinate, at least to the extent provided in the subordination provisions of the Subordinated Indenture with respect to the indebtedness evidenced by Subordinated Debt Securities, to the payment of all Senior Indebtedness at the time outstanding and to any securities issued in respect thereof under any such plan of reorganization or readjustment), which would otherwise (but for the subordination provisions) be payable or deliverable in respect of Subordinated Debt Securities (including any such payment or distribution which may be payable or deliverable by reason of the payment of any other indebtedness of Protective Life being subordinated to the payment of Subordinated Debt Securities) shall be paid or delivered directly to the holders of Senior Indebtedness, or to their representative or trustee, in accordance with the priorities then existing among such holders until all Senior Indebtedness shall have been paid in full. No present or future holder of any Senior Indebtedness shall be prejudiced in the right to enforce subordination of the indebtedness evidenced by Subordinated Debt Securities by any act or failure to act on the part of Protective Life.

Senior Indebtedness shall not be deemed to have been paid in full unless the holders thereof shall have received cash, securities or other property equal to the amount of such Senior Indebtedness then outstanding. Upon the payment in full of all Senior Indebtedness, the holders of Subordinated Debt Securities shall be subrogated to all the rights of any holders of Senior Indebtedness to receive any further payments or distributions applicable to the Senior Indebtedness until all Subordinated Debt Securities shall have been paid in full, and such payments or distributions received by any holder of Subordinated Debt Securities, by reason of such subrogation, of cash, securities or other property which otherwise would be paid or distributed to the holders of Senior Indebtedness, shall, as between Protective Life and its creditors other than the holders of Senior Indebtedness, on the one hand, and the holders of Subordinated Debt Securities, on the other, be deemed to be a payment by Protective Life on account of Senior Indebtedness, and not on account of Subordinated Debt

Securities.

The Subordinated Indenture provides that the foregoing subordination provisions, insofar as they relate to any particular issue of Subordinated Debt Securities, may be changed prior to such issuance. Any such change would be described in the Prospectus Supplement relating to such Subordinated Debt Securities.

DEFEASANCE AND COVENANT DEFEASANCE

If indicated in the applicable Prospectus Supplement, Protective Life may elect either (i) to defease and be discharged from any and all obligations with respect to the Debt Securities of or within any series (except as otherwise provided in the relevant Indenture) ("defeasance") or (ii) to be released from its obligations with respect to certain covenants applicable to the Debt Securities of or within any series

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("covenant defeasance"), upon the deposit with the relevant Trustee (or other qualifying trustee), in trust for such purpose, of money and/or Government Obligations which through the payment of principal and interest in accordance with their terms will provide money in an amount sufficient, without reinvestment, to pay the principal of and any premium or interest on such Debt Securities to Maturity or redemption, as the case may be, and any mandatory sinking fund or analogous payments thereon. As a condition to defeasance or covenant defeasance, Protective Life must deliver to the Trustee an Opinion of Counsel to the effect that the Holders of such Debt Securities will not recognize income, gain or loss for Federal income tax purposes as a result of such defeasance or covenant defeasance and will be subject to Federal income tax on the same amounts and in the same manner and at the same times as would have been the case if such defeasance or covenant defeasance had not occurred. Such Opinion of Counsel, in the case of defeasance under clause (i) above, must refer to and be based upon a ruling of the Internal Revenue Service or a change in applicable Federal income tax law occurring after the date of the relevant Indenture. Additional conditions to defeasance include (x) delivery by Protective Life to the Trustee of an Officer's Certificate to the effect that neither such Debt Securities nor any other Debt Securities of the same series, if then listed on any securities exchange, will be delisted as a result of such defeasance, (y) no Event of Default with respect to such Debt Securities or any other Debt Securities occurring or continuing at the time of such defeasance or, in the case of certain bankruptcy Events of Default, at any time on or prior to the 90th day after the date of such defeasance and (z) such defeasance not resulting in the trust arising from the deposit of any moneys in respect of such defeasance constituting an "investment company" within the meaning of the Investment Company Act unless such trust shall be registered under such Act or exempt from registration thereunder. (Article 4 of each Indenture.) If indicated in the applicable Prospectus Supplement, in addition to obligations of the United States or an agency or instrumentality thereof, Government Obligations may include obligations of the government or an agency or instrumentality of the government issuing the currency or currency unit in which Debt Securities of such series are payable. (Section 3.1 of each Indenture.)

In addition, with respect to the Subordinated Indenture, in order to be discharged no event or condition shall exist that, pursuant to certain provisions described under "-- Subordination under the Subordinated Indenture" above, would prevent Protective Life from making payments of principal of (and premium, if any) and interest on Subordinated Debt Securities at the date of the irrevocable deposit referred to above.

Protective Life may exercise its defeasance option with respect to such Debt Securities notwithstanding its prior exercise of its covenant defeasance option. If Protective Life exercises its defeasance option, payment of such Debt Securities may not be accelerated because of a Default or an Event of Default. If Protective Life exercises its covenant defeasance option, payment of such Debt Securities may not be accelerated by reason of a Default or an Event of Default with respect to the covenants to which such covenant defeasance is applicable. However, if such acceleration were to occur by reason of another Event of Default, the realizable value at the acceleration date of the money and Government Obligations in the defeasance trust could be less than the principal and interest then due on such Debt Securities, in that the required deposit in the defeasance trust is based upon scheduled cash flow rather than market value, which will vary depending upon interest rates and other factors.

THE TRUSTEES

The Bank of New York is the Trustee under the Senior Indenture. AmSouth Bank

NA is the Trustee under the Subordinated Indenture. Protective Life may also maintain banking and other commercial relationships with each of the Trustees and their affiliates in the ordinary course of business.

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DESCRIPTION OF CAPITAL STOCK OF PROTECTIVE LIFE

AUTHORIZED AND OUTSTANDING CAPITAL STOCK

At December 31, 1993, the authorized capital stock of Protective Life was 21,000,000 shares, consisting of:

(a) 850,000 shares of Preferred Stock, par value \$1.00 per share, of which no shares were outstanding;

(b) 150,000 shares of Junior Participating Cumulative Preferred Stock, par value \$1.00 per share (the "Junior Preferred Stock"), of which no shares were outstanding; and

(c) 20,000,000 shares of Common Stock, par value \$.50 per share (the "Common Stock"), of which 13,693,244 shares were outstanding.

In general, the classes of authorized capital stock are afforded preferences with respect to dividends and liquidation rights in the order listed above. The Board of Directors of Protective Life is empowered, without approval of the stockholders, to cause the Preferred Stock to be issued in one or more series, with the numbers of shares of each series and the rights, preferences and limitations of each series to be determined by it. The specific matters that may be determined by the Board of Directors include the dividend rights, conversion rights, redemption rights and liquidation preferences, if any, of any wholly unissued series of Preferred Stock (or of the entire class of Preferred Stock if none of such shares have been issued), the number of shares constituting any such series and the terms and conditions of the issue thereof. The descriptions set forth below do not purport to be complete and are qualified in their entirety by reference to the Restated Certificate of Incorporation of Protective Life, as amended (the "Restated Certificate of Incorporation").

In the proxy statement for the Annual Meeting of stockholders of Protective Life to be held on May 2, 1994, the Board of Directors of Protective Life will submit to the stockholders a resolution approving an amendment to the Restated Certificate of Incorporation which would increase the number of shares of authorized Common Stock from 20,000,000 to 80,000,000 and the number of shares of authorized Preferred Stock from 1,000,000 to 4,000,000.

No holders of any class of Protective Life's capital stock are entitled to preemptive rights.

PREFERRED STOCK

The particular terms of any series of Preferred Stock offered hereby ("Offered Preferred Stock") will be set forth in the Prospectus Supplement relating thereto. The rights, preferences, privileges and restrictions, including dividend rights, voting rights, terms of redemption and liquidation preferences, of the Offered Preferred Stock of each series will be fixed or designated pursuant to a certificate of designation adopted by the Board of Directors or a duly authorized committee thereof. The description of the terms of a particular series of Offered Preferred Stock that will be set forth in a Prospectus Supplement does not purport to be complete and is qualified in its entirety by reference to the certificate of designation relating to such series.

JUNIOR PREFERRED STOCK

The Junior Preferred Stock may be issued to holders of the Common Stock under certain circumstances pursuant to rights granted under Protective Life's Rights Agreement, dated July 13, 1987, entered into with AmSouth Bank N.A. (the "Share Purchase Rights Plan"). Protective Life can redeem the rights at \$.01 per right (subject to adjustment to reflect any stock split, stock dividend or similar transaction) until the earlier of July 28, 1997 (expiration date of rights) or ten business days following a public announcement that 20% or more of the Common Stock has been acquired by one or more associated or affiliated persons. If, after the rights become exercisable, Protective Life becomes involved in a merger or certain other major corporate transactions, each right then outstanding (other than those held by the 20% holder) would entitle its holder to buy from Protective Life or its successor Common Stock of the acquiror or Protective Life or its successor worth twice the exercise price.

CERTAIN OTHER PROVISIONS OF PROTECTIVE LIFE'S
RESTATED CERTIFICATE OF INCORPORATION

Protective Life's Restated Certificate of Incorporation contains a "fair price" provision which generally requires that certain "Business Combinations" with a "Related Person" (generally the beneficial owner of at least 20 percent of Protective Life's voting stock) be approved by the holders of at least 80 percent of Protective Life's voting stock and the holders of at least 67 percent of the voting stock held by stockholders other than such Related Person, unless (a) the transaction is approved by at least a majority of the "Continuing Directors" of Protective Life, or (b) the Business Combination is either a "Reorganization" or a Business Combination in which Protective Life is the surviving corporation and, in either event, the cash or fair market value of the property, securities or other consideration to be received per share as a result of the Business Combination by holders of the Common Stock of Protective Life other than the Related Person is not less than the highest per share price (with appropriate adjustments for recapitalizations and for stock splits, stock dividends and like distributions) paid by such Related Person in acquiring any holdings of Protective Life's Common Stock either in or subsequent to the transaction or series of transactions by reason of which the Related Person became a Related Person. Protective Life's Restated Certificate of Incorporation defines "Business Combination" as (i) any Reorganization of Protective Life or a subsidiary of Protective Life, (ii) any sale, lease, exchange, transfer or other disposition, including without limitation a pledge, mortgage or any other security device, of all or any "Substantial Part" of the assets either of Protective Life or of a subsidiary of Protective Life, (iii) any sale, lease, exchange, transfer or other disposition of all or any "Substantial Part" of the assets of an entity to Protective Life or a subsidiary of Protective Life, (iv) the issuance of any securities of Protective Life or any subsidiary of Protective Life except if such issuance were a stock split, stock dividend or other distribution pro rata to all holders of the same class of voting stock, (v) any recapitalization or reclassification of Protective Life's securities (including any reverse stock split) that would have the effect of increasing the voting power of an entity and (vi) any agreement, contract, plan or other arrangement providing for any of the transactions described in the definition of Business Transaction. "Continuing Director" is defined to mean a director who was a member of the Board of Directors of Protective Life immediately prior to the time such Related Person became a Related Person. "Substantial Part" is defined as more than 20 percent of the fair market value of the total assets of the corporation in question, as determined in good faith by a majority of the Continuing Directors as of the end of its most recent fiscal year ending prior to the time the determination is being made. "Reorganization" is defined to mean a merger, consolidation, plan of exchange, sale of all or substantially all of the assets (including, as pertains to a subsidiary of Protective Life, bulk reinsurance or cession of substantially all of its policies and contracts) or other form of corporate reorganization pursuant to which shares of voting stock, or other securities of the subject corporation, are to be converted or exchanged into cash or other property, securities or other consideration.

GENERAL

The foregoing statements are summaries of certain provisions contained in the Restated Certificate of Incorporation of Protective Life, the form of which is filed as an exhibit to the Registration Statement of which this Prospectus is a part. They do not purport to be complete statements of all the terms and provisions of the Restated Certificate of Incorporation, and reference is hereby made to the Restated Certificate of Incorporation for full and complete statements of such terms and provisions, including the definitions of certain terms used herein. Whenever reference has been made to the Restated Certificate of Incorporation, such Restated Certificate of Incorporation shall be deemed to be incorporated in such statements as a part thereof and such statements are qualified in their entirety by such reference.

The transfer agent and registrar of the Common Stock is AmSouth Bank NA.

DESCRIPTION OF PREFERRED SECURITIES OF PLC CAPITAL

PLC Capital is authorized to issue from time to time Preferred Securities in one or more series, with such dividend rights, liquidation preferences, redemption provisions, voting rights and other rights,

powers and duties as shall be established by the L.L.C. Agreement and written

actions (the "Actions") taken, or to be taken, by the Managing Member establishing such rights, powers and duties (which Actions, when taken, constitute an amendment to, and become a part of, the L.L.C. Agreement). The L.L.C. Agreement has been filed as an exhibit to the Registration Statement of which this Prospectus forms a part, and a copy of the Action relating to Preferred Securities of any series will be filed with the Commission at or prior to the time of the sale of the Preferred Securities of such series. Preferred Securities will be issued in registered form only.

The Managing Member is authorized, subject to the provisions of the L.L.C. Agreement, to establish by Actions for each series of Preferred Securities, and the applicable Prospectus Supplement shall set forth with respect to such series: (i) the number of Preferred Securities to constitute such series and the distinctive designation thereof; (ii) the dividend rate, the conditions and dates upon which such dividends shall be payable, the preference or relation which such dividends shall bear to the dividends payable on any other class of Membership Securities or on any other series of Preferred Securities, and whether such dividends shall be cumulative or noncumulative; (iii) whether the Preferred Securities of such series shall be subject to redemption, and, if so, the times, prices and other terms and conditions thereof; (iv) the rights of the holders of Preferred Securities of such series upon the dissolution, liquidation or winding-up of PLC Capital; (v) whether the Preferred Securities of such series shall be subject to a retirement or sinking fund, and, if so, the extent, terms and provisions relative to the operation thereof; (vi) whether the Preferred Securities of any series shall be convertible into, or exchangeable for, Membership Securities of any other class or series or securities of any other kind, including securities issued by Protective Life or any of its affiliates, and, if so, the price or rate of conversion or exchange and any method of adjusting the same; (vii) the limitations and restrictions, if any, to be applicable while any Preferred Securities of such series are outstanding upon the payment of dividends or making of other distributions on, and upon the purchase, redemption or other acquisition by PLC Capital of, Common Securities or any other class of Membership Securities or any other series of Preferred Securities ranking junior to the Preferred Securities of such series either as to dividends or upon liquidation; (viii) the conditions or restrictions, if any, upon the creation of indebtedness of PLC Capital or upon the issue of any additional Membership Securities (including additional Preferred Securities of such series or of any other series) ranking on a parity with or prior to the Preferred Securities of such series as to dividends or distributions of assets upon liquidation; (ix) the voting rights, if any, of Preferred Securities of such series; and (x) any other relative rights, powers and duties as shall not be inconsistent with the L.L.C. Agreement. In connection with the foregoing the Managing Member is authorized to take any action, including amendment of the L.L.C. Agreement, without the vote or approval of any holder of Preferred Securities (other than the requisite vote or approval, if any, of holders of any outstanding series of Preferred Securities to the extent provided in the Action relating to such series), including any Action to create under the provisions of the L.L.C. Agreement a class (or series of a class) or group of Membership Securities that was not previously outstanding.

All Preferred Securities of any one series shall be identical with each other in all respects, except that Preferred Securities of any one series issued at different times may differ as to the dates from which dividends, if any, thereon shall be cumulative. All series of Preferred Securities shall rank equally and be identical in all respects, except as permitted by the L.L.C. Agreement provisions summarized in the preceding paragraph, and all Preferred Securities shall rank senior to the Common Securities both as to dividends and upon liquidation. The Common Securities are also subject to all the rights, powers and duties of the Preferred Securities as are established in the L.L.C. Agreement and as shall be established in any Actions of the Managing Member pursuant to the authority summarized in the preceding paragraph.

DESCRIPTION OF CERTAIN CONTRACTUAL BACK-UP OBLIGATIONS OF PROTECTIVE LIFE

THE GUARANTEE OF CERTAIN PAYMENTS

Protective Life, by an irrevocable and unconditional subordinated guarantee (the "Guarantee"), will agree, to the limited extent set forth herein and in the related Prospectus Supplement, to pay in full, to the

holders of Preferred Securities of any series, the Guarantee Payments (as defined below), as and when due, regardless of any defense, right of set-off or counterclaim which PLC Capital may have or assert. The Guarantee will constitute a guarantee of payment and may be enforced by holders of Preferred Securities directly against Protective Life. The following payments to the extent not made by PLC Capital (the "Guarantee Payments") will be subject to the Guarantee (without duplication): (i) any accumulated and unpaid dividends which have theretofore been declared on the Preferred Securities of such series out of funds held by PLC Capital and legally available therefor; (ii) the redemption price (including all accumulated and unpaid dividends whether or not declared) payable, out of funds held by PLC Capital and legally available therefor, with respect to any Preferred Securities of such series called for redemption by PLC Capital; and (iii) in the event of any dissolution, liquidation or winding-up of PLC Capital, the lesser of (a) the aggregate of the liquidation preference of the Preferred Securities of such series and all accumulated and unpaid dividends (whether or not declared) to the date of payment and (b) the amount of remaining assets of PLC Capital legally available to holders of Preferred Securities of such series. In addition, Protective Life will unconditionally and irrevocably guarantee, in the event of any exchange by PLC Capital of Preferred Securities for Subordinated Debentures (to the extent permitted by the Action for such Preferred Securities), delivery of certificates representing the proper amount of such Subordinated Debentures in conformity with the Action for such series. Protective Life's obligation to make a Guarantee Payment may be satisfied by direct payment of the required amounts by Protective Life to the holders of Preferred Securities of such series or by causing PLC Capital to pay such amounts to such holders. The Prospectus Supplement relating to a series of Preferred Securities will describe any additional covenants or other terms of the Guarantee with respect to such series. The Guarantee will rank PARI PASSU with Subordinated Debentures and, accordingly, will be subordinate and junior in right of payment to all Senior Indebtedness in a manner identical to that described under "Description of Debt Securities of Protective Life -- Subordination under the Subordinated Indenture." A copy of the Guarantee Agreement pursuant to which the Guarantee will be made has been filed as an exhibit to the Registration Statement of which this Prospectus forms a part.

THE GUARANTEE IS NOT A GUARANTEE THAT ANY PARTICULAR DIVIDEND OR AMOUNT ON LIQUIDATION, DISSOLUTION OR WINDING UP WILL BE PAID; RATHER, THE GUARANTEE IS SOLELY A GUARANTEE OF PAYMENT OF DIVIDENDS, IF ANY, THAT ARE IN FACT DECLARED OUT OF FUNDS HELD BY PLC CAPITAL AND LEGALLY AVAILABLE THEREFOR, OF THE REDEMPTION PRICE PAYABLE, OUT OF FUNDS HELD BY PLC CAPITAL AND LEGALLY AVAILABLE THEREFOR, WITH RESPECT TO ANY SERIES A PREFERRED SECURITIES CALLED FOR REDEMPTION BY PLC CAPITAL AND OF AMOUNTS, IF ANY, AVAILABLE FOR DISTRIBUTION TO THE HOLDERS OF SERIES A PREFERRED SECURITIES UPON LIQUIDATION, DISSOLUTION OR WINDING UP AFTER PAYMENT TO ALL CREDITORS OF PLC CAPITAL OF ALL AMOUNTS DUE TO THEM.

SUBORDINATED DEBENTURES

Protective Life will issue Subordinated Debentures to PLC Capital to evidence the loans to be made by PLC Capital of the proceeds of (i) Preferred Securities of each series and (ii) Common Securities and related capital contributions ("Common Securities Payments"). See "Description of Debt Securities of Protective Life" for a summary of the material provisions of the Subordinated Indenture, under which the Subordinated Debentures will be issued. References to provisions of the Subordinated Indenture in this Prospectus and in the relevant Prospectus Supplement are qualified in their entirety by reference to the text of the Subordinated Indenture, a form of which has been filed as an exhibit to the Registration Statement of which this Prospectus forms a part. The aggregate dollar amount of the Subordinated Debentures relating to Preferred Securities of any series will be set forth in the Prospectus Supplement for such series and will equal the aggregate liquidation preference of the Preferred Securities of such series, together with the related Common Securities Payments.

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PLAN OF DISTRIBUTION

Protective Life may sell any of the Debt Securities and Preferred Stock, and PLC Capital may sell any of the Preferred Securities, being offered hereby in any one or more of the following ways from time to time: (i) through agents; (ii) to or through underwriters; (iii) through dealers; and (iv) directly by Protective Life or PLC Capital, as the case may be, to purchasers.

The distribution of the Offered Securities may be effected from time to time in one or more transactions at a fixed price or prices, which may be changed, at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices.

Offers to purchase Offered Securities may be solicited by agents designated by Protective Life or PLC Capital, as the case may be, from time to time. Any such agent involved in the offer or sale of the Offered Securities in respect of which this Prospectus is delivered will be named, and any commissions payable by Protective Life or PLC Capital to such agent will be set forth, in the applicable Prospectus Supplement. Unless otherwise indicated in such Prospectus Supplement, any such agent will be acting on a reasonable best efforts basis for the period of its appointment. Any such agent may be deemed to be an underwriter, as that term is defined in the Securities Act, of the Offered Securities so offered and sold.

If Offered Securities are sold by means of an underwritten offering, Protective Life and/or PLC Capital will execute an underwriting agreement with an underwriter or underwriters at the time an agreement for such sale is reached, and the names of the specific managing underwriter or underwriters, as well as any other underwriters, and the terms of the transaction, including commissions, discounts and any other compensation of the underwriters and dealers, if any, will be set forth in the Prospectus Supplement which will be used by the underwriters to make resales of the Offered Securities in respect of which this Prospectus is delivered to the public. If underwriters are utilized in the sale of the Offered Securities in respect of which this Prospectus is delivered, the Offered Securities will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at fixed public offering prices or at varying prices determined by the underwriter at the time of sale. Offered Securities may be offered to the public either through underwriting syndicates represented by managing underwriters or directly by the managing underwriters. If any underwriter or underwriters are utilized in the sale of the Offered Securities, unless otherwise indicated in the Prospectus Supplement, the underwriting agreement will provide that the obligations of the underwriters are subject to certain conditions precedent and that the underwriters with respect to a sale of Offered Securities will be obligated to purchase all such Offered Securities if any are purchased.

If a dealer is utilized in the sale of the Offered Securities in respect of which this Prospectus is delivered, Protective Life or PLC Capital, as the case may be, will sell such Offered Securities to the dealer as principal. The dealer may then resell such Offered Securities to the public at varying prices to be determined by such dealer at the time of resale. Any such dealer may be deemed to be an underwriter, as such term is defined in the Securities Act, of the Offered Securities so offered and sold. The name of the dealer and the terms of the transaction will be set forth in the Prospectus Supplement relating thereto.

Offers to purchase Offered Securities may be solicited directly by Protective Life or PLC Capital, as the case may be, and the sale thereof may be made by Protective Life or PLC Capital, as the case may be, directly to institutional investors or others, who may be deemed to be underwriters within the meaning of the Securities Act with respect to any resale thereof. The terms of any such sales will be described in the Prospectus Supplement relating thereto.

Agents, underwriters and dealers may be entitled under relevant agreements to indemnification or contribution by Protective Life and/or PLC Capital against certain liabilities, including liabilities under the Securities Act.

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Agents, underwriters and dealers may be customers of, engage in transactions with, or perform services for, Protective Life and its subsidiaries (including PLC Capital) in the ordinary course of business.

Offered Securities may also be offered and sold, if so indicated in the Prospectus Supplement, in connection with a remarketing upon their purchase, in accordance with a redemption or repayment pursuant to their terms, or otherwise, by one or more firms ("remarketing firms"), acting as principals for their own accounts or as agents for Protective Life or PLC Capital, as the case may be. Any remarketing firm will be identified and the terms of its agreement, if any, with Protective Life or PLC Capital and its compensation will be described in the Prospectus Supplement. Remarketing firms may be deemed to be underwriters, as such term is defined in the Securities Act, in connection with the Offered Securities remarketed thereby. Remarketing firms may be entitled under agreements which may be entered into with Protective Life to indemnification or contribution by Protective Life and/or PLC Capital against certain civil liabilities, including liabilities under the Securities Act, and may be customers of, engage in transactions with or perform services for Protective Life and its subsidiaries (including PLC Capital) in the ordinary course of

business.

If so indicated in the applicable Prospectus Supplement, Protective Life or PLC Capital, as the case may be, may authorize agents, underwriters or dealers to solicit offers by certain institutions to purchase Offered Securities from Protective Life or PLC Capital, as the case may be, at the public offering prices set forth in the applicable Prospectus Supplement pursuant to delayed delivery contracts ("Contracts") providing for payment and delivery on a specified date or dates. A commission indicated in the applicable Prospectus Supplement will be paid to underwriters, dealers and agents soliciting purchases of Offered Securities pursuant to Contracts accepted by Protective Life.

LEGAL OPINIONS

Unless otherwise indicated in the applicable Prospectus Supplement, the validity of any Offered Securities offered hereby and of the Guarantee and the Subordinated Debentures relating to any Preferred Securities of PLC Capital offered hereby will be passed upon for Protective Life and PLC Capital by Debevoise & Plimpton, 875 Third Avenue, New York, New York and for any underwriters or agents by Sullivan & Cromwell, 125 Broad Street, New York, New York. Debevoise & Plimpton and Sullivan & Cromwell may rely upon Richards, Layton & Finger, P.A., special Delaware counsel to Protective Life and PLC Capital, as to all matters of Delaware law relating to any Preferred Securities.

EXPERTS

The consolidated balance sheets of Protective Life as of December 31, 1993 and 1992 and the related consolidated statements of income, stockholder's equity and cash flows for each of the three years in the period ended December 31, 1993 and the related financial statement schedules which are incorporated by reference or included in Protective Life's Annual Report on Form 10-K for the year ended December 31, 1993 and which have been incorporated by reference in this Prospectus, have been incorporated herein in reliance on the report, which includes an explanatory paragraph with respect to changes in Protective Life's methods of accounting for certain investments in debt and equity securities in 1993 and postretirement benefits other than pensions in 1992, of Coopers & Lybrand, independent accountants, given on the authority of that firm as experts in accounting and auditing.

The financial statements of Wisconsin National Life Insurance Company as of December 31, 1992 and 1991, and for each of the years in the two year period ended December 31, 1992, incorporated by reference in or included in Protective Life's Current Report on Form 8-K, dated August 4, 1993, have been incorporated herein by reference in reliance upon the reports of KPMG Peat Marwick, independent certified public accountants, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

NO DEALER, SALESPERSON OR OTHER INDIVIDUAL HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS NOT CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS IN CONNECTION WITH THE OFFER HEREUNDER AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY PROTECTIVE LIFE CORPORATION, PLC CAPITAL L.L.C. OR THE UNDERWRITERS. THIS PROSPECTUS SUPPLEMENT AND THE PROSPECTUS DO NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE SERIES A PREFERRED SECURITIES IN ANY JURISDICTION WHERE, OR TO ANY PERSON TO WHOM, IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. NEITHER THE DELIVERY OF THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS NOR ANY SALE MADE HEREUNDER AND THEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE FACTS SET FORTH IN THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS OR IN THE AFFAIRS OF PROTECTIVE LIFE CORPORATION OR PLC CAPITAL L.L.C. SINCE THE DATE HEREOF.

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[] PREFERRED SECURITIES

PLC CAPITAL L.L.C.

GUARANTEED TO THE EXTENT SET FORTH
HEREIN BY

PROTECTIVE LIFE CORPORATION

% CUMULATIVE
MONTHLY INCOME PREFERRED SECURITIES,
SERIES A ("MIPS")

PROSPECTUS SUPPLEMENT

GOLDMAN, SACHS & CO.
DEAN WITTER REYNOLDS INC.

KIDDER, PEABODY & CO.

INCORPORATED

THE ROBINSON-HUMPHREY
COMPANY, INC.

REPRESENTATIVES OF THE UNDERWRITERS

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table sets forth those expenses to be incurred by Protective Life in connection with the issuance and distribution of the securities being

registered. Except for the Securities and Exchange Commission filing fee, all amounts shown are estimates.

<TABLE>	
<S>	<C>
Securities and Exchange Commission filing fee.....	\$ 60,345
Rating agency fees.....	
Fees and expenses of Trustee.....	
Blue Sky and legal investment fees and expenses.....	
Printing and engraving expenses engraving.....	
Accountant's fees and expenses.....	
New York Stock Exchange filing fees.....	
Legal fees and expenses.....	
Miscellaneous expenses.....	

Total.....	\$

<FN>
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</TABLE>

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 6.5 of Article VI of Protective Life's Restated Certificate of Incorporation provides that Protective Life shall indemnify to the fullest extent permitted by law any person who is made or is threatened to be made a party or is involved in any action, suit, or proceeding whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, employee or agent of Protective Life or was serving at the request of Protective Life as an officer, director, employee or agent of another corporation, partnership, joint venture, enterprise, or nonprofit entity.

Protective Life is empowered by Section 145 of the Delaware General Corporation Law, subject to the proceedings and limitations stated therein, to 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 Protective Life) by reason of the fact that such person is or was an officer, employee, agent or director of Protective Life, or is or was serving at the request of Protective Life 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 such person in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of Protective Life, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Protective Life may indemnify any such person against expenses (including attorneys' fees) in an action by or in the right of Protective Life under the same conditions, except that no indemnification is permitted without judicial approval if such person is adjudged to be liable to Protective Life. To the extent such person is successful on the merits or otherwise in the defense of any action referred to above, Protective Life must indemnify him against the expenses which he actually and reasonably incurred in connection therewith.

Policies of insurance are maintained by Protective Life under which directors and officers of Protective Life are insured, within the limits and subject to the limitations of the policies, against certain expenses in connection with the defense of actions, suits or proceedings, and certain liabilities which might be imposed as a result of such actions, suits or proceedings, to which they are parties by reason of being or having been such directors or officers.

As permitted by Section 102 (b) (7) of the Delaware General Corporation Law, Protective Life's Restated Certificate of Incorporation also provides that no director shall be personally liable to Protective Life or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director, except (i) for breach of the director's duty of loyalty to Protective Life or its stockholders, (ii) for acts or omissions not in good faith which involve intentional misconduct or a knowing notation of law, (iii) under Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit.

Protective Life has entered into indemnity agreements with each of its directors which provide insurance protection in excess of the directors' and officers' liability insurance maintained by Protective Life and in force at the time up to \$20 million and against certain liabilities excluded from such liability insurance. The agreements provide generally that, upon the happening of certain events constituting a change in control of Protective Life, Protective Life must obtain a \$20 million letter of credit upon which the directors may draw for defense or settlement of any claim relating to performance of their duties as directors. Protective Life has similar agreements with certain of its executive officers under which Protective Life is required to provide up to \$10 million in indemnification, although this obligation is not secured by a commitment to obtain a letter of credit.

ITEM 16. EXHIBITS.

See Index to Exhibits.

ITEM 17. UNDERTAKINGS.

(A) RULE 415 OFFERING.

The undersigned Registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the registration statement;

PROVIDED, HOWEVER, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by Protective Life pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment 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.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(B) FILINGS INCORPORATING SUBSEQUENT EXCHANGE ACT DOCUMENTS BY REFERENCE.

The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, each filing of Protective Life's annual report pursuant to Section 13(a) or 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.

(C) RULE 430A OFFERING.

The undersigned 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 a registration statement in reliance upon Rule 430A and contained in the form of prospectus filed by Protective Life pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of the 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) ACCELERATION OF EFFECTIVENESS.

Insofar as indemnifications for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons, if any, of the registrant pursuant to the foregoing provisions, or otherwise, the Registrants have 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 Protective Life of expenses incurred or paid by a director, officer or controlling person of Protective Life 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.

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SIGNATURES

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, PROTECTIVE LIFE CORPORATION CERTIFIES THAT IT HAS REASONABLE GROUNDS TO BELIEVE THAT IT MEETS ALL OF THE REQUIREMENTS FOR FILING ON FORM S-3 AND HAS DULY CAUSED THIS AMENDMENT NO. 2 TO THE REGISTRATION STATEMENT TO BE SIGNED ON ITS BEHALF BY THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED, IN THE CITY OF BIRMINGHAM, STATE OF ALABAMA, ON APRIL 15, 1994.

PROTECTIVE LIFE CORPORATION
(Registrant)

By: /S/ DRAYTON NABERS, JR.

Drayton Nabers, Jr.
President and Chief Executive
Officer

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, PLC CAPITAL L.L.C. CERTIFIES THAT IT HAS REASONABLE GROUNDS TO BELIEVE THAT IT MEETS ALL OF THE REQUIREMENTS FOR FILING ON FORM S-3 AND HAS DULY CAUSED THIS AMENDMENT NO. 2 TO THE REGISTRATION STATEMENT TO BE SIGNED ON ITS BEHALF BY THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED, IN THE CITY OF BIRMINGHAM, STATE OF ALABAMA, ON APRIL 15, 1994.

PLC CAPITAL L.L.C.
(Registrant)

By PROTECTIVE LIFE CORPORATION
as Managing Member

By: /S/ DRAYTON NABERS, JR.

Drayton Nabers, Jr.

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, THIS AMENDMENT NO. 2 TO THE REGISTRATION STATEMENT HAS BEEN SIGNED BY THE FOLLOWING PERSONS IN THE CAPACITIES WITH PROTECTIVE LIFE CORPORATION AND THE MANAGING MEMBER INDICATED:

<TABLE> <CAPTION>	SIGNATURES	TITLE	DATE
<C>	/s/ DRAYTON NABERS, JR. ----- Drayton Nabers, Jr.	<S> President and Chief Executive Officer (Principal Executive Officer) and Director	April 15, 1994
	/s/ JOHN D. JOHNS ----- John D. Johns	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	April 15, 1994
	/s/ JERRY W. DEFOOR ----- Jerry W. DeFoor *	Vice President and Controller and Chief Accounting Officer (Principal Accounting Officer)	April 15, 1994
	----- William J. Rushton III *	Chairman of the Board and Director	
	----- John W. Woods *	Director	
	----- Crawford T. Johnson III *	Director	
	----- William J. Cabaniss, Jr. *	Director	
	----- H.G. Pattillo *	Director	
	----- Edward L. Addison *	Director	
	----- John J. McMahon, Jr. *	Director	
	----- A.W. Dahlberg *	Director	
	----- John W. Rouse, Jr. *	Director	
	----- Robert T. David *	Director	
	----- Ronald L. Kuehn, Jr. *	Director	
	----- Herbert A. Sklenar	Director	
*By	/s/ DEBORAH J. LONG ----- Deborah J. Long Attorney-in-Fact April 15, 1994		

</TABLE>

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

PROTECTIVE LIFE CORPORATION
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)
PLC CAPITAL L.L.C.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

EXHIBIT INDEX

<TABLE> <CAPTION> EXHIBIT NUMBER	DESCRIPTION	PAGE NO.
<S>	<C>	<C>
1 (a)	Form of Underwriting Agreement -- Debt Securities.....	
1 (b)	Form of Underwriting Agreement -- Preferred Stock.....	
1 (c)	Form of Underwriting Agreement -- Preferred Securities.....	
*4 (a)	1985 Restated Certificate of Incorporation of Protective Life Corporation (incorporated by reference to Exhibit 3(a) to Protective Life Corporation's Form 10-K Annual Report for the year ended December 31, 1993).....	
*4 (a) (1)	Certificate of Amendment of 1985 Restated Certificate of Incorporation of Protective Life Corporation (incorporated by reference to Exhibit 3(a) (1) to Protective Life Corporation's Form 10-K Annual Report for the year ended December 31, 1993).....	
*4 (a) (2)	Certificate of Designation of Junior Participating Cumulative Preferred Stock of Protective Life Corporation filed with the Secretary of State of Delaware on July 14, 1987 (incorporated by reference to Exhibit A to Protective Life Corporation's Form 8-K Report filed July 15, 1987).....	
*4 (a) (3)	Certificate of Correction of Certificate of Designation of Junior Participating Cumulative Preferred Stock of the Company filed with the Secretary of State of Delaware on July 27, 1987 (incorporated by reference to Exhibit 3(a) (4) to Protective Life Corporation's Form 10-K Annual Report for the year ended December 31, 1987).....	
*4 (b)	Amended By-Laws of Protective Life Corporation, as amended (incorporated by reference to Exhibit B to Protective Life Corporation's Form 8-K Report, filed May 18, 1983).....	
*4 (c)	Certificate of Formation of PLC Capital L.L.C.....	
4 (d)	Form of Amended and Restated Limited Liability Company Agreement of PLC Capital L.L.C.....	
4 (e)	Form of Action establishing the Series A Preferred Securities (included as Annex A to Exhibit 4 (d)).....	
4 (f)	Specimen Series A Preferred Security Certificate (included as Annex B to Exhibit 4 (d)).....	
4 (g)	Form of Senior Indenture between Protective Life Corporation and The Bank of New York, as Trustee.....	
4 (h)	Form of Subordinated Indenture between Protective Life Corporation and AmSouth Bank NA, as Trustee.....	
4 (i)	Form of Guarantee Agreement between Protective Life Corporation and PLC Capital L.L.C.....	
**5 (a)	Opinion of Debevoise & Plimpton, counsel to Protective Life Corporation and PLC Capital L.L.C., as to legality of the Debt Securities, the Preferred Stock, the Guarantee and the Preferred Securities.....	
**5 (b)	Opinion of Richards, Layton & Finger, special Delaware counsel to Protective Life Corporation and PLC Capital, as to legality of the Preferred Securities.....	
**8 (a)	Opinion of Debevoise & Plimpton, as to United States tax matters.....	
*12 (a)	Computation of Ratio of Earnings to Fixed Charges.....	
*23 (a)	Consent of Coopers & Lybrand.....	
*23 (b)	Consent of KPMG Peat Marwick.....	
**23 (c)	Consent of Debevoise & Plimpton (included in Exhibits 5(a) and 8(a)).....	
**23 (d)	Consent of Richards, Layton & Finger (included in Exhibit 5(b)).....	
*24 (c)	Power of Attorney of Board of Directors.....	
*25 (a)	Statement of Eligibility of Trustee on Form T-1 (The Bank of New York).....	
25 (b)	Statement of Eligibility of Trustee on Form T-1 (AmSouth Bank NA).....	
</TABLE>		

* Previously filed.

** To be filed by amendment.

PROTECTIVE LIFE CORPORATION
DEBT SECURITIES

UNDERWRITING AGREEMENT

. , 1994

To the Representatives of the
several Underwriters named in the
respective Pricing Agreements
hereinafter described.

Dear Sirs:

From time to time Protective Life Corporation, a Delaware corporation (the "Company"), proposes to enter into one or more Pricing Agreements in the form of Annex I hereto, with such additions and deletions as the parties thereto may determine, and, subject to the terms and conditions stated herein and therein, to issue and sell to the firms named in Schedule I to the applicable Pricing Agreement (such firms constituting the "Underwriters" with respect to such Pricing Agreement and the securities specified therein) certain of its debt securities (the "Securities") specified in Schedule II to such Pricing Agreement (with respect to such Pricing Agreement, the "Designated Securities").

The terms and rights of any particular issuance of Designated Securities shall be as specified in the Pricing Agreement relating thereto and in or pursuant to the indenture (the "Indenture") identified in such Pricing Agreement.

1. Particular sales of Designated Securities may be made from time to time to the Underwriters of such Securities, for whom the firms designated as representatives of the Underwriters of such Securities in the Pricing Agreement relating thereto will act as representatives (the "Representatives"). The term "Representatives" also refers to a single firm acting as sole representative of the Underwriters and to Underwriters who act without any firm being designated as their representative. This Underwriting Agreement shall not be construed as an obligation of the Company to sell any of the Securities or as an obligation of any of the Underwriters to purchase the Securities. The obligation of the Company to issue and sell any of the Securities and the obligation of any of the Underwriters to purchase any of the Securities shall be evidenced by the Pricing Agreement with respect to the Designated Securities specified therein. Each

Pricing Agreement shall specify the aggregate principal amount of such Designated Securities, the initial public offering price of such Designated Securities, the purchase price to the Underwriters of such Designated Securities, the names of the Underwriters of such Designated Securities, the names of the Representatives of such Underwriters and the principal amount of such Designated Securities to be purchased by each Underwriter and shall set forth the date, time and manner of delivery of such Designated Securities and payment therefor. The Pricing Agreement shall also specify (to the extent not set forth in the

Indenture and the registration statement and prospectus with respect thereto) the terms of such Designated Securities. A Pricing Agreement shall be in the form of an executed writing (which may be in counterparts), and may be evidenced by an exchange of telegraphic communications or any other rapid transmission device designed to produce a written record of communications transmitted. The obligations of the Underwriters under this Agreement and each Pricing Agreement shall be several and not joint.

2. The Company represents and warrants to, and agrees with, each of the Underwriters that:

(a) A registration statement on Form S-3 (File No. 33-52831) in respect of the Securities and Preferred Stock of the Company and the Preferred Securities of PLC Capital L.L.C., a limited liability company formed under the laws of the State of Delaware, (collectively, the "Registered Securities") has been filed with the Securities and Exchange Commission (the "Commission"); such registration statement and any post-effective amendment thereto, each in the form heretofore delivered or to be delivered to the Representatives and, excluding exhibits to such registration statement, but including all documents incorporated by reference in the prospectus contained therein, to the Representatives for delivery to each of the other Underwriters, have been declared effective by the Commission in such form; no other document with respect to such registration statement or document incorporated by reference therein has heretofore been filed or transmitted for filing with the Commission [other than ____]; and no stop order suspending the effectiveness of such registration statement has been issued and no proceeding for that purpose has been initiated or threatened by the Commission (any preliminary prospectus included in such registration statement or filed with the Commission pursuant to Rule 424(a) of the rules and regulations of the Commission under the Securities Act of 1933, as amended (the "Act"), being hereinafter called a "Preliminary Prospectus"; the various parts of such registration statement, including all exhibits thereto and the documents incorporated by reference in the prospectus contained in the registration statement at the time such part of the registration statement became effective but excluding any Forms T-1 and, if applicable, including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof and deemed by virtue of Rule 430A under the Act to be a part of

such registration statement at effectiveness, each as amended at the time such part of the registration statement became effective, being hereinafter called the "Registration Statement"; the prospectus (including, if applicable, any prospectus supplement) relating to the Registered Securities, in the form in which it has most recently been filed, or transmitted for filing, with the Commission on or prior to the date of this Agreement, being hereinafter called the "Prospectus"; any reference herein to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to the applicable form under the Act, as of the date of such Preliminary Prospectus or Prospectus, as the case may be; any reference to any amendment or supplement to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed with the Commission after the date of such Preliminary Prospectus or Prospectus, as the case may be, under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and incorporated by reference in such Preliminary Prospectus or Prospectus, as the case may be; any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Registration Statement that is incorporated by reference in the Registration Statement; and any reference to the Prospectus as amended or supplemented shall be deemed to refer to the Prospectus as amended or supplemented in relation to the applicable Designated Securities in the form in which it is filed with the

Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof, including any documents incorporated by reference therein as of the date of such filing);

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

conformity with information furnished in writing to the Company by an Underwriter of Designated Securities through the Representatives expressly for use in the Prospectus as amended or supplemented relating to such Securities;

(c) The Registration Statement and the Prospectus conform, and any further amendments or supplements to the Registration Statement or the Prospectus will conform, in all material respects to the requirements of the Act and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to the Registration Statement and any amendment thereto and as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter of Designated Securities through the Representatives expressly for use in the Prospectus as amended or supplemented relating to such Securities;

(d) Neither the Company nor any of its subsidiaries has sustained since the date of the latest audited financial statements included or incorporated by reference in the Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or from any action, order or decree of any court or insurance regulatory or other governmental authority, otherwise than as set forth or contemplated in the Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Prospectus, there has not been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity, total surplus (if applicable) or results of operations of the Company and its subsidiaries (in the case of the Company's subsidiaries engaged in the business of insurance (each an "Insurance Subsidiary," and collectively, the "Insurance Subsidiaries"), on either a statutory or GAAP basis), in each case otherwise than as set forth or contemplated in the Prospectus;

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

is not required to be qualified as a foreign corporation for the

transaction of business under the laws of any other jurisdiction, or is subject to no material liability by reason of the failure to be so qualified in any such jurisdiction;

(f) Each of the Company's subsidiaries has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties, or conducts any business, so as to require such qualification, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction;

(g) The Company and each Insurance Subsidiary have made all required filings under applicable insurance holding company statutes, and each is duly licensed or authorized as an insurance holding company in each jurisdiction where it is required to be so licensed or authorized to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Company and its subsidiaries considered as a whole by reason of the failure to have made such filings or to be so licensed or authorized in any such jurisdiction; each Insurance Subsidiary of the Company is duly organized and licensed as an insurance company in its state of incorporation and is duly licensed or authorized as an insurer or reinsurer in each other jurisdiction where it is required to be so licensed or authorized to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Company and its subsidiaries considered as a whole by reason of the failure to be so licensed or authorized in any such jurisdiction; each of the Insurance Subsidiaries has all other necessary authorizations, approvals, orders, consents, certificates, permits, registrations or qualifications of and from all insurance regulatory authorities to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Company and its subsidiaries considered as a whole by reason of the failure to have such authorizations, approvals, orders, consents, licenses, certificates, permits, registrations or qualifications; and none of the Company or any Insurance Subsidiary has received any notification from any insurance regulatory authority to the effect that any additional authorization, approval, order, consent, license, certificate, permit, registration or qualification from such insurance regulatory authority is needed to be obtained by any of the Company or any Insurance Subsidiary in any case where it could be reasonably expected that (x) the Company or any Insurance Subsidiary would in fact be required either to obtain any such additional authorization, approval, order, consent, license, certificate, permit, registration or qualification, or cease or otherwise limit writing certain business and (y) obtaining such authorization, approval, order, consent, license, certificate, permit, registration or qualification or the limiting of such business would have a material adverse effect on the business, financial position or results of operations of the Company and its subsidiaries, considered as a whole;

(h) Otherwise than as set forth in the Prospectus, each Insurance Subsidiary is in compliance with the requirements of the insurance laws and regulations of its state of incorporation and the insurance laws and regulations of all other jurisdictions which are applicable to such subsidiary, and has filed all notices, reports, documents or other information required to be filed thereunder, or in any such case is subject to no liability or disability material to the Company and its subsidiaries considered as a whole by reason of the failure to so comply or file;

(i) The Company has an authorized capitalization as set forth in the Prospectus, and all of the issued shares of capital stock of the Company have been duly and validly authorized

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and issued, are fully paid and non-assessable and conform to the descriptions thereof contained in the Prospectus; and all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims;

(j) The Securities have been duly authorized, and, when Designated Securities are issued and delivered pursuant to this Agreement and the Pricing Agreement with respect to such Designated Securities, such Designated Securities will have been duly executed, authenticated, issued and delivered and will constitute valid and legally binding obligations to the Company entitled to the benefits provided by the Indenture, which will be substantially in the form filed as an exhibit to the Registration Statement; the Indenture has been duly authorized and duly qualified under the Trust Indenture Act and, at the Time of Delivery for such Designated Securities (as defined in Section 4 hereof), the Indenture will constitute a valid and legally binding instrument, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Indenture conforms, and the Designated Securities will conform, to the descriptions thereof contained in the Prospectus as amended or supplemented with respect to such Designated Securities;

(k) The issue and sale of the Securities and the compliance by the Company with all of the provisions of the Securities, the Indenture, this Agreement and any Pricing Agreement, and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of

its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, nor will such action result in any violation of the provisions of the Certificate of Incorporation or By-laws of the Company or any of its subsidiaries or any statute or any order, rule or regulation of any court or insurance regulatory authority or other governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties; and no consent, approval, authorization, order, registration or qualification of or with any such court or insurance regulatory authority or other governmental agency or body having jurisdiction over the Company or any of its subsidiaries is required for the issue and sale of the Securities or the consummation by the Company of the transactions contemplated by this Agreement or any Pricing Agreement or the Indenture, except such as have been, or will have been prior to the Time of Delivery, obtained under the Act and the Trust Indenture Act [or from the Tennessee Insurance Commissioner] and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky laws or insurance securities laws in connection with the purchase and distribution of the Securities by the Underwriters;

(l) Other than as set forth in the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the consolidated financial position, stockholders' equity or results of operations of the Company and its subsidiaries; and, to the best of the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

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(m) The accountants who have certified the financial statements for the Company and its subsidiaries included in the Registration Statement are independent public accountants with respect to the Company as required by the Act and the rules and regulations of the Commission thereunder; and

(n) The Company is not an "investment company" or a company "controlled" by an investment company, as defined in the Investment Company Act of 1940, as amended, and the rules and regulations thereunder.

3. Upon the execution of the Pricing Agreement applicable to any Designated Securities and authorization by the Representatives of the release of such Designated Securities, the several Underwriters propose to offer such Designated Securities for sale upon the terms and conditions set forth in the Prospectus as amended or supplemented.

4. Designated Securities to be purchased by each Underwriter pursuant to the Pricing Agreement relating thereto, in definitive form to the extent practicable, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company, shall be delivered by or on behalf of the Company to the Representatives for the account of such Underwriter, against payment by such Underwriter or on its behalf of the purchase price therefor by certified or official bank check or checks, payable to the order of the Company in the funds specified in such Pricing Agreement, all at the place and time and date specified in such Pricing Agreement or at such other place and time and date as the Representatives and the Company may agree upon in writing, such time and date being herein called the "Time of Delivery" for such Securities.

5. The Company agrees with each of the Underwriters of any Designated Securities:

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

relating to the Securities or suspending any such qualification, to use promptly its best efforts to obtain its withdrawal;

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

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

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

(e) During the period beginning from the date of the Pricing Agreement for such Designated Securities and continuing to and including the later of (i) the termination of trading restrictions for such Designated Securities, as notified to the Company by the Representatives and (ii) the Time of Delivery for such Designated Securities, not to offer, sell, contract to sell or otherwise dispose of any debt securities of the Company which mature more than one year after such Time of Delivery and which are substantially similar to such Designated Securities, without the prior written consent of the Representatives.

6. The Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Securities under the Act and all other expenses in connection with the preparation, printing and filing of the Registration Statement, any Preliminary Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, any Pricing Agreement, any Indenture, any Blue Sky and Legal Investment Memoranda and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (iii) all expenses in connection with the qualification of the Securities for offering and sale under state securities laws as provided in Section 5(b) hereof, including the fees and disbursements of counsel for the Underwriters in connection with

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such qualification and in connection with the Blue Sky and legal investment surveys; (iv) any fees charged by securities rating services for rating the Securities; (v) any filing fees incident to any required review by the National Association of Securities Dealers, Inc. of the terms of the sale of the Securities; (vi) the cost of preparing the Securities; (vii) the cost of qualifying the Securities with the Depository Trust Company (if applicable); (viii) the fees and expenses of any Trustee and any agent of any Trustee and the fees and disbursements of counsel for any Trustee in connection with any Indenture and the Securities; and (ix) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, Section 8 and Section 11 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Securities by them, and any advertising expenses connected with any offers they may make.

7. The obligations of the Underwriters of any Designated Securities under the Pricing Agreement relating to such Designated Securities shall be subject, in the discretion of the Representatives, to the condition that all representations and warranties and other statements of the Company in or incorporated by reference in the Pricing Agreement relating to such Designated Securities are, at and as of the Time of Delivery for such Designated Securities, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus as amended or supplemented in relation to the applicable Designated Securities shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance

with Section 5(a) hereof; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to the Representatives' reasonable satisfaction;

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

(c) Debevoise & Plimpton, or other counsel for the Company satisfactory to the Representatives, shall have furnished to the Representatives their written opinion, dated the Time of Delivery for such Designated Securities, in form and substance satisfactory to the Representatives, to the effect that:

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus as amended or supplemented, and is not required to be qualified as a foreign corporation for the transaction of business under the laws of any other jurisdiction, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction;

(ii) Each of the Company's subsidiaries has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction

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of incorporation, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus as amended or supplemented, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties, or conducts any business, so as to require such qualification, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction;

(iii) The Company has an authorized capitalization as set

forth in the Prospectus as amended or supplemented and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and conform to the description thereof in the Prospectus as amended or supplemented; and all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims;

*(iv) The Company and each Insurance Subsidiary have made all required filings under applicable insurance holding company statutes, and each is duly licensed or authorized as an insurance holding company in each jurisdiction where it is required to be so licensed or authorized to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Company and its subsidiaries considered as a whole by reason of the failure to have made such filings or to be so licensed or authorized in any such jurisdiction; each Insurance Subsidiary of the Company is duly organized and licensed as an insurance company in its state of incorporation and is duly licensed or authorized as an insurer or reinsurer in each other jurisdiction where it is required to be so licensed or authorized to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Company and its subsidiaries considered as a whole by reason of the failure to be so licensed or authorized in any such jurisdiction; each of the Insurance Subsidiaries has all other necessary authorizations, approvals, orders, consents, certificates, permits, registrations or qualifications of and from all insurance regulatory authorities to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Company and its subsidiaries considered as a whole by reason of the failure to have such authorizations, approvals, orders, consents, licenses, certificates, permits, registrations or qualifications; and none of the Company or any Insurance Subsidiary has received any notification from any insurance regulatory authority to the effect that any additional authorization, approval, order, consent, license, certificate, permit, registration or qualification from such insurance regulatory authority is needed to be obtained by any of the Company or any Insurance Subsidiary in any case where it could be reasonably expected that (x) the Company or any Insurance Subsidiary would in fact be required either to obtain any such additional authorization, approval, order, consent, license, certificate, permit, registration or qualification, or cease or otherwise limit writing certain business and (y) obtaining such authorization, approval, order, consent, license, certificate, permit, registration or qualification or the limiting of such business would have a material adverse effect on the business, financial position or results of operations of the Company and its subsidiaries, considered as a whole;

* This opinion may be given by inside counsel of the Company.

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* (v) Otherwise than as set forth in the Prospectus, each Insurance Subsidiary is in compliance with the requirements of the insurance laws and regulations of its state of incorporation and the insurance laws and regulations of other jurisdictions which are applicable to such subsidiary, and has filed all notices, reports, documents or other information required to be filed thereunder, or in any such case is subject to no liability or disability material to the Guarantor and its subsidiaries considered as a whole by reason of the failure to so comply or file;

* (vi) To the best of such counsel's knowledge and other than as set forth in the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the consolidated financial position, stockholders' equity or results of operations of the Company and its subsidiaries, and, to the best of such counsel's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(vii) This Agreement and the Pricing Agreement with respect to the Designated Securities have been duly authorized, executed and delivered by the Company;

(viii) The Designated Securities have been duly authorized, executed, authenticated, issued and delivered and constitute valid and legally binding obligations of the Company entitled to the benefits provided by the Indenture; and the Designated Securities and the Indenture conform to the descriptions thereof in the Prospectus as amended or supplemented;

(ix) The Indenture has been duly authorized by the parties thereto and will constitute a valid and legally binding instrument, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Indenture has been duly qualified under the Trust Indenture Act;

(x) The issue and sale of the Designated Securities and the compliance by the Company with all of the provisions of the Designated Securities, the Indenture, this Agreement, any Pricing Agreement and the consummation of the transactions herein and therein contemplated

will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument known to such counsel to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, nor will such actions result in any violation of the provisions of the Certificate of Incorporation or By-laws of the Company or any of its subsidiaries or any statute or any order, rule or regulation known to such counsel of any court or insurance regulatory authority or other governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties;

(xi) No consent, approval, authorization, order, registration or qualification of or with any such court or insurance regulatory authority or other governmental

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agency or body having jurisdiction over the Company or any of the Company's subsidiaries is required for the issue and sale of the Designated Securities or the consummation by the Company of the transactions contemplated by this Agreement, any Pricing Agreement or the Indenture, except such as have been, or will have been prior to each Time of Delivery, obtained under the Act and the Trust Indenture Act [or from the Tennessee Insurance Commissioner] and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky laws or insurance securities laws in connection with the purchase and distribution of the Designated Securities by the Underwriters;

(xii) The documents incorporated by reference in the Prospectus as amended or supplemented (other than the financial statements and related schedules therein, as to which such counsel need express no opinion), when they became effective or were filed with the Commission, as the case may be, complied as to form in all material respects with the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder; and they have no reason to believe that any of such documents, when they became effective or were so filed, as the case may be, contained, in the case of a registration statement which became effective under the Act, an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or, in the case of other documents which were filed under the Act or the Exchange Act with the Commission, an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they

were made when such documents were so filed, not misleading;

(xiii) The Registration Statement and the Prospectus as amended or supplemented and any further amendments and supplements thereto made by the Company prior to the Time of Delivery for the Designated Securities (other than the financial statements and related schedules therein, as to which such counsel need express no opinion) comply as to form in all material respects with the requirements of the Act and the Trust Indenture Act and the rules and regulations thereunder; they have no reason to believe that, as of its effective date, the Registration Statement or any further amendment thereto made by the Company prior to the Time of Delivery (other than the financial statements and related schedules therein, as to which such counsel need express no opinion) contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that, as of its date, the Prospectus as amended or supplemented or any further amendment or supplement thereto made by the Company prior to the Time of Delivery (other than the financial statements and related schedules therein, as to which such counsel need express no opinion) contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading or that, as of the Time of Delivery, either the Registration Statement or the Prospectus as amended or supplemented or any further amendment or supplement thereto made by the Company prior to the Time of Delivery (other than the financial statements and related schedules therein, as to which such counsel need express no opinion) contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and they do not know of any amendment to the Registration Statement required to be filed or any contracts or other documents of a character required to be filed as an exhibit to the Registration Statement or required to

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be incorporated by reference into the Prospectus as amended or supplemented or required to be described in the Registration Statement or the Prospectus as amended or supplemented which are not filed or incorporated by reference or described as required;

(xiv) The Company is not an "investment company" or a company "controlled" by an investment company, as defined in the Investment Company Act of 1940, as amended, and the rules and regulations thereunder; and

(xv) The statements contained in the Prospectus under the caption "Description of Debt Securities of Protective Life" and the

corresponding sections in any prospectus supplement relating to the Designated Securities, insofar as such statements constitute summaries of certain provisions of the documents referred to therein, correctly summarize the material provisions of such documents.

(d) On the date of the Pricing Agreement for such Designated Securities and at the Time of Delivery for such Designated Securities, the independent accountants of the Company who have certified the financial statements of the Company and its subsidiaries included or incorporated by reference in the Registration Statement shall have furnished to the Representatives a letter, dated the effective date of the Registration Statement or the date of the most recent report filed with the Commission containing financial statements and incorporated by reference in the Registration Statement, if the date of such report is later than such effective date, and a letter dated such Time of Delivery, respectively, to the effect set forth in Annex II hereto, and with respect to such letter dated such Time of Delivery, as to such other matters as the Representatives may reasonably request and in form and substance satisfactory to the Representatives;

(e) (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included or incorporated by reference in the Prospectus as amended or supplemented any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or from any action, order or decree of any court or insurance regulatory or other governmental authority, otherwise than as set forth or contemplated in the Prospectus as amended or supplemented, and (ii) since the respective dates as of which information is given in the Prospectus as amended or supplemented there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, stockholders' equity, total surplus (if applicable) or results of operations of the Company and its subsidiaries (in the case of the Insurance Subsidiaries on either a GAAP or statutory basis), otherwise than as set forth or contemplated in the Prospectus as amended or supplemented, the effect of which, in any such case described in Clause (i) or (ii), is in the judgment of the Representatives so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Designated Securities on the terms and in the manner contemplated in the Prospectus as amended or supplemented;

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

(g) On or after the date of the Pricing Agreement relating to the Designated Securities there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange; (ii) a general moratorium on commercial banking activities in New York declared by either Federal or New York State authorities; or (iii) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a National Emergency or war, if the effect of any such event specified in this clause (iii) in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Designated Securities on the terms and in the manner contemplated by the Prospectus as amended and supplemented; and

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

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

Underwriter of Designated Securities through the Representatives expressly for use in the Prospectus as amended or supplemented relating to such Securities.

(b) Each Underwriter will indemnify and hold harmless the Company and Protective Life Insurance against any losses, claims, damages or liabilities to which the Company or Protective Life Insurance may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, any preliminary prospectus supplement, the Registration Statement, the Prospectus as amended or supplemented and any other prospectus relating to the Securities, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any Preliminary Prospectus, any preliminary prospectus supplement, the Registration Statement, the Prospectus as amended or supplemented and any other prospectus relating

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to the Securities, or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company or Protective Life Insurance by such Underwriter through the Representatives expressly for use therein; and will reimburse the Company or Protective Life Insurance for any legal or other expenses reasonably incurred by the Company or Protective Life Insurance in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation.

(d) If the indemnification provided for in this Section 8 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and Protective Life Insurance on the one hand and the Underwriters of the Designated Securities on the other from the offering of the Designated Securities to which such loss, claim, damage or liability (or action in respect thereof) relates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and Protective Life Insurance on the one hand and the Underwriters of the Designated Securities on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and Protective Life Insurance on the one hand and such Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from such offering (before deducting expenses) received by the Company and Protective Life Insurance bear to the total underwriting discounts and commissions received by such Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or Protective Life Insurance on the one hand or such Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, Protective Life Insurance and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or

liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the applicable Designated Securities underwritten by it and distributed to the public were offered to the public

exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of the Underwriters of Designated Securities in this subsection (d) to contribute are several in proportion to their respective underwriting obligations with respect to such Securities and not joint.

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

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

(b) If, after giving effect to any arrangements for the purchase of the Designated Securities of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate principal amount of such Designated Securities which remains unpurchased does not exceed one-eleventh of the aggregate principal amount of the Designated Securities, then the Company shall have the right to require each

non-defaulting Underwriter to purchase the principal amount of Designated Securities which such Underwriter agreed to purchase under the Pricing Agreement relating to such Designated Securities and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the principal amount of Designated Securities which such Underwriter agreed to purchase under such Pricing Agreement) of the Designated Securities of such defaulting Underwriter or Underwriters for which such

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arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

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

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

11. If any Pricing Agreement shall be terminated pursuant to Section 9 hereof, the Company shall not then be under any liability to any Underwriter with respect to the Designated Securities covered by such Pricing Agreement except as provided in Section 6 and Section 8 hereof; but, if for any other reason Designated Securities are not delivered by or on behalf of the Company as provided herein, the Company will reimburse the Underwriters through the Representatives for all out-of-pocket expenses approved in writing by the Representatives, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of such Designated Securities, but the Company shall then be under no further liability to any Underwriter with respect to such Designated Securities except as provided in Section 6 and Section 8 hereof.

12. In all dealings hereunder, the Representatives of the Underwriters of Designated Securities shall act on behalf of each of such Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by such Representatives jointly or by such of the Representatives, if any, as may be designated for such purpose in the Pricing Agreement.

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

13. This Agreement and each Pricing Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and, to the extent provided in Section 8 and Section 10 hereof, the officers and directors of the Company and each person who controls the

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Company or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement or any such Pricing Agreement. No purchaser of any of the Securities from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

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

15. THIS AGREEMENT AND EACH PRICING AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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

Very truly yours,

PROTECTIVE LIFE CORPORATION

By: _____

Name:

Title:

As to Section 8 only:

PROTECTIVE LIFE INSURANCE COMPANY

By: _____

Name:

Title:

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ANNEX I

PRICING AGREEMENT

Goldman, Sachs & Co.,
[Names of Co-Representatives, if any]

As Representatives of the several
Underwriters named in Schedule I hereto,
c/o Goldman, Sachs & Co.,
85 Broad Street,
New York, New York 10004.

....., 19..

Dear Sirs:

Protective Life Corporation, a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein and in the Underwriting Agreement, dated, 1994 (the "Underwriting Agreement"), to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") the Securities specified in Schedule II hereto (the "Designated Securities"). Each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety, and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth

therein shall be deemed to have been made at and as of the date of this Pricing Agreement, except that each representation and warranty which refers to the Prospectus in Section 2 of the Underwriting Agreement shall be deemed to be a representation or warranty as of the date of the Underwriting Agreement in relation to the Prospectus (as therein defined), and also a representation and warranty as of the date of this Pricing Agreement in relation to the Prospectus as amended or supplemented relating to the Designated Securities which are the subject of this Pricing Agreement. Each reference to the Representatives herein and in the provisions of the Underwriting Agreement so incorporated by reference shall be deemed to refer to you. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined. The Representatives designated to act on behalf of the Representatives and on behalf of each of the Underwriters of the Designated Securities pursuant to Section 12 of the Underwriting Agreement and the address of the Representatives referred to in such Section 12 are set forth at the end of Schedule II hereto.

An amendment to the Registration Statement, or a supplement to the Prospectus, as the case may be, relating to the Designated Securities, in the form heretofore delivered to you is now proposed to be filed with the Commission.

Subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the

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time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the principal amount of Designated Securities set forth opposite the name of such Underwriter in Schedule I hereto.

If the foregoing is in accordance with your understanding, please sign and return to us [One for the Issuer and each of the Representatives plus one for each counsel] counterparts hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is or will be pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination upon request, but without warranty on the part of the Representatives as to the authority of the signers thereof.

Very truly yours,

PROTECTIVE LIFE CORPORATION

By: _____
Name:
Title:

As to Section 8 of the Underwriting Agreement only:

PROTECTIVE LIFE INSURANCE COMPANY

By: _____
Name:
Title:

Accepted as of the date hereof:

Goldman, Sachs & Co.
[Names of Co-Representatives, if any]

By: _____
(Goldman, Sachs & Co.)

On behalf of each of the Underwriters

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SCHEDULE I

<TABLE>
<CAPTION>

Underwriter -----	Principal Amount of Designated Securities to be Purchased -----
<S> Goldman, Sachs & Co.	<C> \$

[Name(s) of Co-Representative(s)].

[Names of other Underwriters].

Total

\$

</TABLE>

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SCHEDULE II

TITLE OF DESIGNATED SECURITIES:

[%] [Floating Rate] [Zero Coupon] [Notes] [Debentures]
due

AGGREGATE PRINCIPAL AMOUNT:

[\$]

PRICE TO PUBLIC:

__% of the principal amount of the Designated Securities,
plus accrued interest from to
[and accrued amortization, if any, from to]

PURCHASE PRICE BY UNDERWRITERS:

__% of the principal amount of the Designated Securities,
plus accrued interest from to
[and accrued amortization, if any, from to]

SPECIFIED FUNDS FOR PAYMENT OF PURCHASE PRICE:

[New York] Clearing House funds

INDENTURE:

[Indenture dated _____, 1994, between the Company and The Bank of New York, as Trustee]

[Subordinated Indenture dated _____, 1994, between the Company and AmSouth Bank, N.A., as Trustee]

MATURITY:

INTEREST RATE:

[_____ %] [Zero Coupon] [See Floating Rate Provisions]

INTEREST PAYMENT DATES:

[months and dates]

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REDEMPTION PROVISIONS:

[No provisions for redemption]

[The Designated Securities may be redeemed, otherwise than through the sinking fund, in whole or in part at the option of the Company, in the amount of [\$] _____ or an integral multiple thereof,

[on or after _____, _____ at the following redemption prices (expressed in percentages of principal amount). If [redeemed on or before _____, _____ %, and if] redeemed during the 12-month period beginning _____,

Year	Redemption Price
----	-----

and thereafter at 100% of their principal amount, together in each case with accrued interest to the redemption date.]

[on any interest payment date falling in or after _____, _____, at the election of the Company, at a redemption price equal to the principal amount thereof, plus accrued interest to the date of redemption.]

[Other possible redemption provisions, such as mandatory redemption upon occurrence of certain events or redemption for changes in tax law]

[Restriction on refunding]

SINKING FUND PROVISIONS:

[No sinking fund provisions]

[The Designated Securities are entitled to the benefit of a sinking fund to retire [\$] principal amount of Designated Securities on in each of the years through at 100% of their principal amount plus accrued interest][,together with [cumulative] [noncumulative] redemptions at the option of the Company to retire an additional [\$] principal amount of Designated Securities in the years through at 100% of their principal amount plus accrued interest].

[IF SECURITIES ARE EXTENDABLE DEBT SECURITIES, INSERT--

EXTENDABLE PROVISIONS:

Securities are repayable on , [insert date and years], at the option of the holder, at their principal amount with accrued interest. Initial annual interest rate will be %, and thereafter annual interest rate will be adjusted on , and to a rate not less than % of the effective annual interest rate on U.S. Treasury obligations with -year maturities as of the [insert date 15 days prior to maturity date] prior to such [insert maturity date].]

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[IF SECURITIES ARE FLOATING RATE DEBT SECURITIES, INSERT--

FLOATING RATE PROVISIONS:

Initial annual interest rate will be % through and thereafter will be adjusted [monthly] [on each , ,] and] [to an annual rate of % above the average rate for -year [month] [securities] [certificates of deposit] issued by and [insert names of banks].] [and the annual interest rate [thereafter] [from through] will be the interest yield equivalent of the weekly average per annum market discount rate for -month Treasury bills plus % of Interest Differential (the excess, if any, of (i) then current weekly average per annum secondary market yield for -month certificates of deposit over (ii) then current interest yield equivalent of the weekly average per annum market discount rate for -month Treasury bills); [from and thereafter the rate will be the then current interest yield equivalent plus % of Interest Differential].]

DEFEASANCE PROVISIONS:

TIME OF DELIVERY:

CLOSING LOCATION:

NAMES AND ADDRESSES OF REPRESENTATIVES:

Designated Representatives:

Address for Notices, etc.:

[OTHER TERMS]*:

* A description of particular tax, accounting or other unusual features (such as the addition of event risk provisions) of the Securities should be set forth, or referenced to an ATTACHED and ACCOMPANYING description, if necessary to ensure agreement as to the terms of the Securities to be purchased and sold. Such a description might appropriately be in the form in which such features will be described in the Prospectus Supplement for the offering.

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ANNEX II

Pursuant to Section 7(d) of the Underwriting Agreement, the accountants shall furnish letters to the Underwriters to the effect that:

(i) They are independent certified public accountants with respect to the Company and its subsidiaries within the meaning of the Act and the applicable published rules and regulations thereunder;

(ii) In their opinion, the consolidated financial statements and financial statement schedules (and, if applicable, prospective financial statements and/or pro forma financial information) audited by them and included or incorporated by reference in the Registration Statement or the Prospectus comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the related

published rules and regulations;

(iii) On the basis of limited procedures, not constituting an audit conducted in accordance with generally accepted auditing standards, consisting of a reading of the unaudited consolidated financial statements and other information referred to below, a reading of the latest available interim financial statements of the Company and its subsidiaries, inspection of the minute books of the Company and its subsidiaries since the date of the latest audited consolidated financial statements included or incorporated by reference in the Prospectus, inquiries of officials of the Company and its subsidiaries who have responsibility for financial and accounting matters and such other inquiries and procedures (including those for a review of interim financial information as described in SAS 71) as may be specified in such letter, nothing came to their attention that caused them to believe that:

(A) any material modifications should be made to the unaudited condensed consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included or incorporated by reference in the Company's Quarterly Reports on Form 10-Q incorporated by reference in the Prospectus, for them to be in conformity with generally accepted accounting principles;

(B) the unaudited condensed consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included or incorporated by reference in the Company's Quarterly Reports on Form 10-Q, incorporated by reference in the Prospectus, do not comply as to form in all material respects with the applicable accounting requirements of the Exchange Act as it applies to Form 10-Q and the related published rules and regulations;

(C) any unaudited pro forma condensed consolidated financial statements included in or incorporated by reference in the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of Rule 11-02 of Regulation S-X and that the pro forma adjustments have not been properly applied to the historical amounts in the compilation of those statements;

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(D) as of a specified date not more than five days prior to the date of such letter, there was any change in the capital stock, increase in long-term debt, or any decreases in consolidated net current assets or shareholder's equity of the Company and its subsidiaries, or any decreases in consolidated net sales or in the total per share amounts of income before extraordinary items of net income, or any increases in any items specified by the Representatives, in each case as compared with amounts shown in the latest balance sheet included or incorporated by reference in the

Prospectus, except in all instances for changes, increases or decreases which the Prospectus discloses have occurred or may occur; and

(iv) In addition to the examination referred to in their report(s) included or incorporated by reference in the Prospectus and the limited procedures, inspection of minute books, inquiries and other procedures referred to in paragraph (iii) above, they have carried out certain specified procedures, not constituting an examination in accordance with generally accepted auditing standards, with respect to certain amounts, percentages and financial information specified by the Representatives which are derived from the general accounting records of the Company and its subsidiaries, which appear in the Prospectus (excluding documents incorporated by reference) or in Part II of, or in exhibits and schedules to, the Registration Statement specified by the Representatives or in documents incorporated by reference in the Prospectus specified by the Representatives, and have compared certain of such amounts, percentages and financial information with the accounting records of the Company and its subsidiaries and have found them to be in agreement.

All references in this Annex II to the Prospectus shall be deemed to refer to the Prospectus (including the documents incorporated by reference therein) as defined in the Underwriting Agreement as of the date of the letter delivered on the date of the Pricing Agreement for purposes of such letter and to the Prospectus as amended or supplemented (including all documents incorporated by reference therein), in relation to the applicable Designated Securities for purposes of the letter delivered at the Time of Delivery for such Designated Securities.

PROTECTIVE LIFE CORPORATION

PREFERRED STOCK
(PAR VALUE \$1.00 PER SHARE)

UNDERWRITING AGREEMENT

....., 1994

To the Representatives of the several
Underwriters named in the respective
Pricing Agreements hereinafter described.

Dear Sirs:

From time to time Protective Life Corporation, a Delaware corporation (the "Company"), proposes to enter into one or more Pricing Agreements (each a "Pricing Agreement") in the form of Annex I hereto, with such additions and deletions as the parties thereto may determine, and, subject to the terms and conditions stated herein and therein, to issue and sell to the firms named in Schedule I to the applicable Pricing Agreement (such firms constituting the "Underwriters" with respect to such Pricing Agreement and the securities specified therein) certain shares of its Preferred Stock (par value \$1.00 per share) (the "Shares") specified in Schedule II to such Pricing Agreement (with respect to such Pricing Agreement, the "Firm Shares"). If specified in such Pricing Agreement, the Company may grant to the Underwriters the right to purchase at their election an additional number of shares, specified in such Pricing Agreement as provided in Section 3 hereof (the "Optional Shares"). The Firm Shares and the Optional Shares, if any, which the Underwriters elect to purchase pursuant to Section 3 hereof are herein collectively called the "Designated Shares."

The terms and rights of any particular issuance of Designated Shares shall be as specified in the Pricing Agreement relating thereto and in or pursuant to the resolution or resolutions of the board of directors of the Company identified in such Pricing Agreement.

1. Particular sales of Designated Shares may be made from time to time to the Underwriters of such Shares, for whom the firms designated as representatives of the Underwriters of such Shares in the Pricing Agreement relating thereto will act as representatives (the "Representatives"). The term "Representatives" also refers to a single firm acting as sole representative of the Underwriters and to Underwriters who act without any firm being designated

as their representative. This Underwriting Agreement shall not be construed as an obligation of the Company to sell any of the Shares or as an obligation of any of the Underwriters to purchase any of the Shares. The obligation of the Company to issue and sell any of the Shares and the obligation of any of the Underwriters to purchase any of the Shares shall be evidenced by the Pricing Agreement with respect to the Designated Shares specified therein. Each Pricing Agreement shall specify the aggregate number of the Firm Shares, the maximum number of Optional Shares, if any, the initial public offering price of such Firm and Optional Shares or the manner of determining such price, the purchase price to the Underwriters of such Designated Shares, the names of the

Underwriters of such Designated Shares, the names of the Representatives of such Underwriters, the number of such Designated Shares to be purchased by each Underwriter and the commission, if any, payable to the Underwriters with respect thereto and shall set forth the date, time and manner of delivery of such Firm and Optional Shares, if any, and payment therefor. The Pricing Agreement shall also specify (to the extent not set forth in the registration statement and prospectus with respect thereto) the terms of such Designated Shares. A Pricing Agreement shall be in the form of an executed writing (which may be in counterparts), and may be evidenced by an exchange of telegraphic communications or any other rapid transmission device designed to produce a written record of communications transmitted. The obligations of the Underwriters under this Agreement and each Pricing Agreement shall be several and not joint.

2. The Company represents and warrants to, and agrees with, each of the Underwriters that:

(a) A registration on Form S-3 (File No. 33-52831) in respect of the Shares and Debt Securities of the Company and the Preferred Securities of PLC Capital L.L.C., a limited liability company formed under the laws of the State of Delaware, (collectively, the "Registered Securities") has been filed with the Securities and Exchange Commission (the "Commission"); such registration statement and any post-effective amendment thereto, each in the form heretofore delivered or to be delivered to the Representatives and, excluding exhibits to such registration statement, but including all documents incorporated by reference in the prospectus included therein, to the Representatives for delivery to each of the other Underwriters have been declared effective by the Commission in such form; no other document with respect to such registration statement or document incorporated by reference therein has heretofore been filed, or transmitted for filing, with the Commission [other than _____]; and no stop order suspending the effectiveness of such registration statement has been issued and no proceeding for that purpose has been initiated or threatened by the Commission (any preliminary prospectus included in such registration statement or filed with the Commission pursuant to Rule 424(a) of the rules and regulations of the Commission under the Securities Act of 1933, as amended (the "Act"), being hereinafter called a "Preliminary Prospectus"; the various parts of such registration statement, including all exhibits

thereto and the documents incorporated by reference in the prospectus contained in the registration statement at the time such part of the registration statement became effective, each as amended at the time such part of the registration statement became effective but excluding any Forms T-1 and, if applicable, including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof and deemed by virtue of Rule 430A under the Act to be a part of such registration statement at effectiveness, being hereinafter called the "Registration Statement"; the prospectus (including, if applicable, any prospectus supplement) relating to the Registered Securities, in the form in which it has most recently been filed, or transmitted for filing, with the Commission on or prior to the date of this Agreement, being hereinafter called the "Prospectus"; any reference herein to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to the applicable form under the Act, as of the date of such Preliminary Prospectus or Prospectus, as the case may be; any reference to any amendment or supplement to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any

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documents filed with the Commission after the date of such Preliminary Prospectus or Prospectus, as the case may be, under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and incorporated by reference in such Preliminary Prospectus or Prospectus, as the case may be; any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Registration Statement that is incorporated by reference in the Registration Statement; and any reference to the Prospectus as amended or supplemented shall be deemed to refer to the Prospectus as amended or supplemented in relation to the applicable Designated Shares in the form in which it is filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof, including any documents incorporated by reference therein as of the date of such filing);

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

statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter of Designated Shares through the Representatives expressly for use in the Prospectus as amended or supplemented relating to such Shares;

(c) The Registration Statement and the Prospectus conform, and any further amendments or supplements to the Registration Statement or the Prospectus will conform, in all material respects to the requirements of the Act and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to the Registration Statement and any amendment thereto and as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter of Designated Shares through the Representatives expressly for use in the Prospectus as amended or supplemented relating to such Shares;

(d) Neither the Company nor any of its subsidiaries has sustained since the date of the latest audited financial statements included or incorporated by reference in the Prospectus any material loss or interference with its business from fire,

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explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or from any action, order or decree of any court or insurance regulatory or other governmental authority, otherwise than as set forth or contemplated in the Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Prospectus, there has not been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity, total surplus (if applicable) or results of operations of the Company and its subsidiaries (in the case of the Company's subsidiaries engaged in the business of insurance (each an "Insurance Subsidiary," and collectively, the "Insurance Subsidiaries"), on either a GAAP or statutory basis), in each case otherwise than as set forth or contemplated in the Prospectus;

(e) The Company has been duly incorporated and is validly existing as

a corporation in good standing under the laws of the State of Delaware, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus and is not required to be qualified as a foreign corporation for the transaction of business under the laws of any other jurisdiction, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction;

(f) Each of the Company's subsidiaries has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties, or conducts any business, so as to require such qualification, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction;

(g) The Company and each Insurance Subsidiary have made all required filings under applicable insurance holding company statutes, and each is duly licensed or authorized as an insurance holding company in each jurisdiction where it is required to be so licensed or authorized to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Company and its subsidiaries considered as a whole by reason of the failure to have made such filings or to be so licensed or authorized in any such jurisdiction; each Insurance Subsidiary of the Company is duly organized and licensed as an insurance company in its state of incorporation and is duly licensed or authorized as an insurer or reinsurer in each other jurisdiction where it is required to be so licensed or authorized to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Company and its subsidiaries considered as a whole by reason of the failure to be so licensed or authorized in any such jurisdiction; each of the Insurance Subsidiaries has all other necessary authorizations, approvals, orders, consents, certificates, permits, registrations or qualifications of and from all insurance regulatory authorities to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Company and its subsidiaries considered as a whole by reason of the failure to have such authori-

zations, approvals, orders, consents, licenses, certificates, permits, registrations or qualifications; and none of the Company or any Insurance Subsidiary has received any notification from any insurance regulatory authority to the effect that any additional authorization, approval, order, consent, license, certificate, permit, registration or qualification from such insurance regulatory authority is needed to be obtained by any of the

Company or any Insurance Subsidiary in any case where it could be reasonably expected that (x) the Company or any Insurance Subsidiary would in fact be required either to obtain any such additional authorization, approval, order, consent, license, certificate, permit, registration or qualification, or cease or otherwise limit writing certain business and (y) obtaining such authorization, approval, order, consent, license, certificate, permit, registration or qualification or the limiting of such business would have a material adverse effect on the business, financial position or results of operations of the Company and its subsidiaries, considered as a whole;

(h) Otherwise than as set forth in the Prospectus, each Insurance Subsidiary is in compliance with the requirements of the insurance laws and regulations of its state of incorporation and the insurance laws and regulations of other jurisdictions which are applicable to such subsidiary, and has filed all notices, reports, documents or other information required to be filed thereunder, or in any such case is subject to no liability or disability material to the Company and its subsidiaries considered as a whole by reason of the failure to so comply or file;

(i) The Company has an authorized capitalization as set forth in the Prospectus, and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and conform to the descriptions thereof contained in the Prospectus; and all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims;

(j) The Shares have been duly and validly authorized, and, when the Firm Shares are issued and delivered pursuant to this Agreement and the Pricing Agreement with respect to such Designated Shares and, in the case of any Optional Shares, pursuant to Over-allotment Options (as defined in Section 3 hereof) with respect to such Shares, such Designated Shares will be duly and validly issued and fully paid and non-assessable; the Shares conform to the description thereof contained in the Registration Statement and the Designated Shares will conform to the description thereof contained in the Prospectus as amended or supplemented with respect to such Designated Shares;

(k) The issue and sale of the Shares and the compliance by the Company with all of the provisions of this Agreement, any Pricing Agreement and each Over-allotment Option, if any, and the consummation of the transactions contemplated herein and therein will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, nor will such action result

violation of the provisions of the Certificate of Incorporation or By-laws of the Company or any of its subsidiaries or any statute or any order, rule or regulation of any court or insurance regulatory or other governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties; and no consent, approval, authorization, order, registration or qualification of or with any such court or insurance regulatory or other governmental agency or body having jurisdiction over the Company or any of its subsidiaries is required for the issue and sale of the Shares or the consummation by the Company of the transactions contemplated by this Agreement or any Pricing Agreement or any Over-allotment Option, except such as have been, or will have been prior to each Time of Delivery (as defined in Section 4 hereof), obtained under the Act [or from the Tennessee Insurance Commissioner] and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky laws or insurance securities laws in connection with the purchase and distribution of the Shares by the Underwriters;

(l) Other than as set forth in the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject, which, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the consolidated financial position, stockholders' equity or results of operations of the Company and its subsidiaries; and, to the best of the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(m) The accountants who have certified the financial statements for the Company and its subsidiaries included in the Registration Statement are independent public accountants with respect to the Company as required by the Act and the rules and regulations of the Commission thereunder; and

(n) The Company is not an "investment company" or a company "controlled" by an investment company, as defined in the Investment Company Act of 1940, as amended, and the rules and regulations thereunder.

3. Upon the execution of the Pricing Agreement applicable to any Designated Shares and authorization by the Representatives of the release of the Firm Shares, the several Underwriters propose to offer the Firm Shares for sale upon the terms and conditions set forth in the Prospectus as amended or supplemented.

The Company may specify in the Pricing Agreement applicable to any Designated Shares that the Company thereby grants to the Underwriters the right (an "Over-allotment Option") to purchase at their election up to the number of

Optional Shares set forth in such Pricing Agreement, at the terms set forth in the Prospectus as amended or supplemented, for the sole purpose of covering over-allotments in the sale of the Firm Shares. Any such election to purchase Optional Shares may be exercised only by written notice from the Representatives to the Company, given within a period specified in the Pricing Agreement, setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by the Representatives but in no event earlier than the First Time of Delivery (as defined in Section 4 hereof) or, unless the Representatives and the Company otherwise agree in writing, earlier than or later than

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the respective number of business days after the date of such notice set forth in such Pricing Agreement.

The number of Optional Shares to be added to the number of Firm Shares to be purchased by each Underwriter as set forth in Schedule I to the Pricing Agreement applicable to such Designated Shares shall be, in each case, the number of Optional Shares which the Company has been advised by the Representatives have been attributed to such Underwriter, provided that, if the Company has not been so advised, the number of Optional Shares to be so added shall be, in each case, that proportion of Optional Shares which the number of Firm Shares to be purchased by such Underwriter under such Pricing Agreement bears to the aggregate number of Firm Shares (rounded as the Representatives may determine to the nearest 100 shares). The total number of Designated Shares to be purchased by all the Underwriters pursuant to such Pricing Agreement shall be the aggregate number of Firm Shares set forth in Schedule I to such Pricing Agreement plus the aggregate number of the Optional Shares which the Underwriters elect to purchase.

4. Certificates for the Firm Shares and Optional Shares to be purchased by each Underwriter pursuant to the Pricing Agreement relating thereto, in definitive form and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company, shall be delivered by or on behalf of the Company to the Representatives for the account of such Underwriter, against payment by such Underwriter or on its behalf of the purchase price therefor by certified or official bank check or checks, payable to the order of the Company in the funds specified in such Pricing Agreement, (i) with respect to the Firm Shares, all at the place and time and date specified in such Pricing Agreement or at such other place and time and date as the Representatives and the Company may agree upon in writing, such time and date being herein called the "First Time of Delivery" and (ii) with respect to the Optional Shares, if any, on the time and date specified by the Representatives in the written notice given by the Representatives of the Underwriters' election to purchase such Optional Shares, or at such other time and date as the Representatives and the Company may agree upon in writing, such time and date, if not the First Time of Delivery, herein called the "Second Time of Delivery." Each such time and date for delivery is herein called a "Time of Delivery."

5. The Company agrees with each of the Underwriters of any Designated Shares:

(a) To prepare the Prospectus as amended and supplemented in relation to the applicable Designated Shares in a form approved by the Representatives and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of the Pricing Agreement relating to the applicable Designated Shares or, if applicable, such earlier time as may be required by Rule 430A(a)(3); to make no further amendment or any supplement to the Registration Statement or Prospectus as amended or supplemented after the date of the Pricing Agreement relating to such Shares and prior to any Time of Delivery for such Shares which shall be disapproved by the Representatives for such Shares promptly after reasonable notice thereof; to advise the Representatives promptly of any such amendment or supplement after any Time of Delivery for such Shares and furnish the Representatives with copies thereof; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act

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for so long as the delivery of a prospectus is required in connection with the offering or sale of such Shares, and during such same period to advise the Representatives, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Prospectus or any amended Prospectus has been filed with the Commission, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any prospectus relating to the Shares, of the suspension of the qualification of such Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or Prospectus or for additional information; and, in the event of the issuance of any such stop order or of any such order preventing or suspending the use of any prospectus relating to the Shares or suspending any such qualification, to use promptly its best efforts to obtain its withdrawal;

(b) Promptly from time to time to take such action as the Representatives may reasonably request to qualify such Shares for offering and sale under the securities laws of such jurisdictions as the Representatives may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of such Shares, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of

process in any jurisdiction;

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

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

(e) During the period beginning from the date of the Pricing Agreement for such Designated Shares and continuing to and including the earlier of (i) the

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termination of trading restrictions for such Designated Shares, as notified to the Company by the Representatives and (ii) the last Time of Delivery for such Designated Shares, not to offer, sell, contract to sell or otherwise dispose of any securities of the Company (other than pursuant to employee stock option plans existing or on the conversion of convertible securities outstanding on the date of such Pricing Agreement) which are substantially similar to such Designated Shares, without the prior written consent of the Representatives;

(f) To furnish to the holders of Designated Shares as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, stockholders' equity and cash flow of the Company and its consolidated subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of

the first three quarters of each fiscal year (beginning with the first such fiscal quarter ending after the effective date of the Registration Statement), consolidated summary financial information of the Company and its subsidiaries for such quarter in reasonable detail; and

(g) During a period of five years from the date of the Pricing Agreement for such Designated Shares to furnish to the Representatives copies of all reports or other communications (financial or other) furnished to holders of common stock of the Company, and deliver to the Representatives (i) as soon as they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company are listed; and (ii) such additional information concerning the business and financial condition of the Company as the Representatives may from time to time reasonably request (such financial statements to be on a consolidated basis to the extent the accounts of the Company and its subsidiaries are consolidated in reports furnished to its stockholders generally or to the Commission).

6. The Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing and filing of the Registration Statement, any Preliminary Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, any Pricing Agreement, any Blue Sky and Legal Investment Memoranda and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) all expenses in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 5(b) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky and legal investment surveys; (iv) any fees charged by securities rating services for rating the Shares; (v) any filing fees incident to any required reviews by the National Association of Securities Dealers, Inc. of the terms of the sale of the Shares; (vi) the cost of preparing certificates for the Shares; (vii) the cost and charges of any transfer agent or registrar or dividend disbursing agent; and (viii) all other costs and expenses incident to the performance of its obligations hereunder and under any Over-allotment Options which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, Section 8 and Section 11 hereof, the Underwriters will pay all of their own costs and

expenses, including the fees of their counsel, transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers

they may make.

7. The obligations of the Underwriters of any Designated Shares under the Pricing Agreement relating to such Designated Shares shall be subject, in the discretion of the Representatives, to the condition that all representations and warranties and other statements of the Company in or incorporated by reference in the Pricing Agreement relating to such Designated Shares are, at and as of each Time of Delivery for such Designated Shares, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus as amended or supplemented in relation to such Designated Shares shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to the Representatives' reasonable satisfaction;

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

(c) Debevoise & Plimpton, or other counsel for the Company satisfactory to the Representatives shall have furnished to the Representatives their written opinions, dated each Time of Delivery for such Designated Shares, respectively, in form and substance satisfactory to the Representatives, to the effect that:

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus as amended or supplemented, and is not required to be qualified as a foreign corporation for the transaction of business under the laws of any other jurisdiction, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction;

(ii) Each of the Company's subsidiaries has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, with power and authority (corporate and other) to own its properties and conduct its

business as described in the Prospectus as amended or supplemented, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing

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under the laws of each other jurisdiction in which it owns or leases properties, or conducts any business, so as to require such qualification, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction;

(iii) The Company has an authorized capitalization as set forth in the Prospectus as amended or supplemented, and all of the issued shares of capital stock of the Company (including the Designated Shares being delivered at such Time of Delivery) have been duly and validly authorized and issued, are fully paid and non-assessable; and the Designated Shares conform to the description thereof in the Prospectus as amended or supplemented and all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims;

*(iv) The Company and each Insurance Subsidiary have made all required filings under applicable insurance holding company statutes, and each is duly licensed or authorized as an insurance holding company in each jurisdiction where it is required to be so licensed or authorized to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Company and its subsidiaries considered as a whole by reason of the failure to have made such filings or to be so licensed or authorized in any such jurisdiction; each Insurance Subsidiary of the Company is duly organized and licensed as an insurance company in its state of incorporation and is duly licensed or authorized as an insurer or reinsurer in each other jurisdiction where it is required to be so licensed or authorized to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Company and its subsidiaries considered as a whole by reason of the failure to be so licensed or authorized in any such jurisdiction; each of the Insurance Subsidiaries has all other necessary authorizations, approvals, orders, consents, certificates, permits, registrations or qualifications of and from all insurance regulatory authorities to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Company and its subsidiaries considered as a whole by reason of the failure to have such authorizations, approvals, orders, consents, licenses, certificates, permits, registrations or qualifications; and none of the Company or any Insurance Subsidiary has received any notification from any insurance regulatory authority to the effect that any

additional authorization, approval, order, consent, license, certificate, permit, registration or qualification from such insurance regulatory authority is needed to be obtained by any of the Company or any Insurance Subsidiary in any case where it could be reasonably expected that (x) the Company or any Insurance Subsidiary would in fact be required either to obtain any such additional authorization, approval, order, consent, license, certificate, permit, registration or qualification, or cease or otherwise limit writing certain business and

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* This opinion may be given by inside counsel of the Company.

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(y) obtaining such authorization, approval, order, consent, license, certificate, permit, registration or qualification or the limiting of such business would have a material adverse effect on the business, financial position or results of operations of the Company and its subsidiaries, considered as a whole;

* (v) Otherwise than as set forth in the Prospectus, each Insurance Subsidiary is in compliance with the requirements of the insurance laws and regulations of its state of incorporation and the insurance laws and regulations of other jurisdictions which are applicable to such subsidiary, and has filed all notices, reports, documents or other information required to be filed thereunder, or in any such case is subject to no liability or disability material to the Guarantor and its subsidiaries considered as a whole by reason of the failure to so comply or file;

* (vi) To the best of such counsel's knowledge and other than as set forth in the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the consolidated financial position, stockholders' equity or results of operations of the Company and its subsidiaries; and to the best of such counsel's knowledge, no such proceedings are threatened, or contemplated by governmental authorities or threatened by others;

(vii) This Agreement and the Pricing Agreement with respect to the Designated Shares have been duly authorized, executed and delivered by the Company;

(viii) The issue and sale of the Designated Shares being delivered at such Time of Delivery and the compliance by the Company with all of the provisions of this Agreement, any Pricing Agreement

and each Over-allotment Option, if any, and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument known to such counsel to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, nor will such action result in any violation of the provisions of the Certificate of Incorporation or By-laws of the Company or any of its subsidiaries or any statute or any order, rule or regulation known to such counsel of any court or insurance regulatory authority or other governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties;

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* This opinion may be given by inside counsel of the Company.

(ix) No consent, approval, authorization, order, registration or qualification of or with any such court or insurance regulatory authority or other governmental agency or body having jurisdiction over the Company or any of the Company's subsidiaries is required for the issue and sale of the Designated Shares being delivered at such Time of Delivery or the consummation by the Company of the transactions contemplated by this Agreement, any Pricing Agreement or any Over-allotment Option, except such as have been, or will have been prior to each Time of Delivery, obtained under the Act [or from the Tennessee Insurance Commissioner] and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky laws or insurance securities laws in connection with the purchase and distribution of the Designated Shares by the Underwriters;

(x) The documents incorporated by reference in the Prospectus as amended or supplemented (other than the financial statements and related schedules therein, as to which such counsel need express no opinion), when they became effective or were filed with the Commission, as the case may be, complied as to form in all material respects with the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder; and they have no reason to believe that any of such documents, when they became effective or were so filed, as the case may be, contained, in the case of a registration statement which became effective under the Act, an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or, in the case of other documents which were filed under the Act or the Exchange

Act with the Commission, an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such documents were so filed, not misleading;

(xi) The Registration Statement and the Prospectus as amended or supplemented and any further amendments and supplements thereto made by the Company prior to such Time of Delivery (other than the financial statements and related schedules therein, as to which such counsel need express no opinion) comply as to form in all material respects with the requirements of the Act and the rules and regulations thereunder; they have no reason to believe that, as of its effective date, the Registration Statement or any further amendment thereto made by the Company prior to such Time of Delivery (other than the financial statements and related schedules therein, as to which such counsel need express no opinion) contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that, as of its date, the Prospectus as amended or supplemented or any further amendment or supplement thereto made by the Company prior to such Time of Delivery (other than the financial statements and related schedules therein, as to which such counsel need express no opinion) contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading or

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that, as of such Time of Delivery, either the Registration Statement or the Prospectus as amended or supplemented or any further amendment or supplement thereto made by the Company prior to such Time of Delivery (other than the financial statements and related schedules therein, as to which such counsel need express no opinion) contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and they do not know of any amendment to the Registration Statement required to be filed or any contracts or other documents of a character required to be filed as an exhibit to the Registration Statement or required to be incorporated by reference into the Prospectus as amended or supplemented or required to be described in the Registration Statement or the Prospectus as amended or supplemented which are not filed or incorporated by reference or described as required;

(xii) The Company is not an "investment company" or a company "controlled" by an investment company, as defined in the Investment Company Act of 1940, as amended, and the rules and regulations thereunder; and

(xiii) The statements contained in the Prospectus under the caption "Description of Capital Stock of Protective Life" and the corresponding sections in any prospectus supplement relating to the Designated Shares, insofar as such statements constitute summaries of certain provisions of the documents referred to therein, correctly summarize the material provisions of such documents.

(d) On the date of the Pricing Agreement for such Designated Shares and at each Time of Delivery for such Designated Shares, the independent accountants of the Company who have certified the financial statements of the Company and its subsidiaries included or incorporated by reference in the Registration Statement shall have furnished to the Representatives a letter, dated the effective date of the Registration Statement or the date of the most recent report filed with the Commission containing financial statements and incorporated by reference in the Registration Statement, if the date of such report is later than such effective date, and a letter dated such Time of Delivery, respectively, to the effect set forth in Annex II hereto, and with respect to such letter dated such Time of Delivery, as to such other matters as the Representatives may reasonably request and in form and substance satisfactory to the Representatives;

(e) (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included or incorporated by reference in the Prospectus as amended or supplemented any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or from any action, order or decree of any court or insurance regulatory or other governmental authority, otherwise than as set forth or contemplated in the Prospectus as amended or supplemented, and (ii) since the respective dates as of which information is given in the Prospectus as amended or supplemented there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs,

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management, financial position, stockholders' equity, total surplus (if applicable) or results of operations of the Company and its subsidiaries (in the case of the Insurance Subsidiaries on either a GAAP or statutory basis), otherwise than as set forth or contemplated in the Prospectus as amended or supplemented, the effect of which, in any such case described in Clause (i) or (ii), is in the judgment of the Representatives so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Designated Shares on the terms and in the manner contemplated in the Prospectus as amended or supplemented;

(f) On or after the date of the Pricing Agreement relating to the Designated Shares (i) no downgrading shall have occurred in the rating

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

(g) On or after the date of the Pricing Agreement relating to the Designated Shares there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange; (ii) a general moratorium on commercial banking activities in New York declared by either Federal or New York State authorities; or (iii) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war, if the effect of any such event specified in this Clause (iii) in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Firm Shares or Optional Shares or both on the terms and in the manner contemplated by the Prospectus as amended or supplemented; and

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

8. (a) The Company and Protective Life Insurance Company ("Protective Life Insurance") will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, any preliminary prospectus supplement, the Registration Statement, the Prospectus as amended or supplemented and any other prospectus relating to the Shares, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or

defending any such action or claim as such expenses are incurred; provided, however, that neither the Company nor Protective Life Insurance shall be liable in any such case to the extent that any such loss, claim, damage or liability

arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus, any preliminary prospectus supplement, the Registration Statement, the Prospectus as amended or supplemented and any other prospectus relating to the Shares, or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company or Protective Life Insurance by any Underwriter of Designated Shares through the Representatives expressly for use in the Prospectus as amended or supplemented relating to such Shares.

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

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not, be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation.

(d) If the indemnification provided for in this Section 8 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein,

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then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and Protective Life Insurance on the one hand and the Underwriters of the Designated Shares on the other from the offering of the Designated Shares to which such loss, claim, damage or liability (or action in respect thereof) relates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and Protective Life Insurance on the one hand and the Underwriters of the Designated Shares on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and Protective Life Insurance on the one hand and such Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from such offering (before deducting expenses) received by the Company and Protective Life Insurance bear to the total underwriting discounts and commissions received by such Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or Protective Life Insurance on the one hand or such Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, Protective Life Insurance and the Underwriters agree that it would not be just and equitable if contributions pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the applicable Designated Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such

Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of the Underwriters of Designated Shares in this subsection (d) to contribute are several in proportion to their respective underwriting obligations with respect to such Shares and not joint.

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

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and Protective Life Insurance and to each person, if any, who controls the Company or Protective Life Insurance within the meaning of the Act.

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

(b) If, after giving effect to any arrangements for the purchase of the Firm Shares or Optional Shares, as the case may be, of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains

unpurchased does not exceed one-eleventh of the aggregate number of the Firm Shares or Optional Shares, as the case may be, to be purchased at the respective Time of Delivery, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of Firm Shares or Optional Shares, as the case may be, which such Underwriter agreed to purchase under the Pricing Agreement relating to such Designated Shares and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Firm Shares or Optional Shares, as the case may be, which such Underwriter agreed to purchase under such Pricing Agreement) of the Firm Shares or Optional Shares, as the case may be, of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Firm Shares or Optional Shares, as the case may be, of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate number of Firm Shares or Optional Shares, as the case may be, which remains unpurchased exceeds one-eleventh of the aggregate number of the Firm Shares or Optional Shares, as the case may be, to be purchased at the respective Time of Delivery, as referred to in subsection (b) above, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Firm Shares or Optional Shares, as the case may be, of a defaulting Underwriter or Underwriters, then the Pricing Agreement relating to such Firm Shares or the Over-allotment Option relating to such Optional Shares, as the case may be, shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the

Company and the Underwriters as provided in Section 6 hereof and the indemnity and contribution agreements in Section 8 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

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

11. If any Pricing Agreement or Over-allotment Option shall be terminated pursuant to Section 9 hereof, the Company shall not then be under any liability to any Underwriter with respect to the Firm Shares or Optional Shares with respect to which such Pricing Agreement shall have been terminated except as provided in Section 6 and Section 8 hereof; but, if for any other reason, Designated Shares are not delivered by or on behalf of the Company as provided

herein, the Company will reimburse the Underwriters through the Representatives for all out-of-pocket expenses approved in writing by the Representatives, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of such Designated Shares, but the Company shall then be under no further liability to any Underwriter with respect to such Designated Shares except as provided in Section 6 and Section 8 hereof.

12. In all dealings hereunder, the Representatives of the Underwriters of Designated Shares shall act on behalf of each of such Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by such Representatives jointly or by such of the Representatives, if any, as may be designated for such purpose in the Pricing Agreement.

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

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

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

15. THIS AGREEMENT AND EACH PRICING AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

16. This Agreement and each Pricing Agreement may be executed by any one or more of the parties hereto and thereto in any number of counterparts, each of

which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

Very truly yours,

PROTECTIVE LIFE CORPORATION

By: _____
Name:
Title:

As to Section 8 only:

PROTECTIVE LIFE INSURANCE COMPANY

By: _____
Name:
Title:

PRICING AGREEMENT

Goldman, Sachs & Co.,
Names of Co-Representatives, if any

As Representatives of the several Underwriters
named in Schedule I hereto,
c/o Goldman, Sachs & Co.,

Dear Sirs:

Protective Life Corporation, a Delaware corporation (the "Company"), proposes subject to the terms and conditions stated herein and in the Underwriting Agreement, dated, 1994 (the "Underwriting Agreement"), to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") the Shares specified in Schedule II hereto (the "Designated Shares" [consisting of Firm Shares and any Optional Shares the Underwriters may elect to purchase]). Each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety, and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Pricing Agreement, except that each representation and warranty which refers to the Prospectus in Section 2 of the Underwriting Agreement shall be deemed to be a representation or warranty as of the date of the Underwriting Agreement in relation to the Prospectus (as therein defined), and also a representation and warranty as of the date of this Pricing Agreement in relation to the Prospectus as amended or supplemented relating to the Designated Shares which are the subject of this Pricing Agreement. Each reference to the Representatives herein and in the provisions of the Underwriting Agreement so incorporated by reference shall be deemed to refer to you. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined. The Representatives designated to act on behalf of the Representatives and on behalf of each of the Underwriters of the Designated Shares pursuant to Section 12 of the Underwriting Agreement and the address of the Representatives referred to in such Section 12 are set forth at the end of Schedule II hereto.

An amendment to the Registration Statement, or a supplement to the Prospectus, as the case may be, relating to the Designated Shares, in the form heretofore delivered to you is now proposed to be filed with the Commission.

Subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, [(a)] the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the number of Firm Shares set forth opposite the name of such Underwriter in Schedule I hereto [and, (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares, as provided

below, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company at the purchase price to the Underwriters set out in Schedule II hereto that portion of the number of Optional Shares as to which such election shall have been exercised].

[The Company hereby grants to each of the Underwriters the right to purchase at their election up to the number of Optional Shares set forth opposite the name of such Underwriter in Schedule I hereto on the terms referred to in the paragraph above for the sole purpose of covering overallotments in the sale of the Firm Shares. Any such election to purchase Optional Shares may be exercised by written notice from the Representatives to the Company given within a period of 30 calendar days after the date of this Pricing Agreement, setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by the Representatives but in no event earlier than the First Time of Delivery or, unless the Representatives and the Company otherwise agree in writing, no earlier than two or later than ten business days after the date of such notice.]

If the foregoing is in accordance with your understanding, please sign and return to us [One for the Issuer and for each of the Representatives plus one for each Counsel] counterparts hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is or will be pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination, upon request, but without warranty on the part of the Representatives as to the authority of the signers thereof.

Very truly yours,

PROTECTIVE LIFE CORPORATION

By: _____

Name:

Title:

As to Section 8 of the Underwriting Agreement only:

PROTECTIVE LIFE INSURANCE COMPANY

By: _____
Name:
Title:

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Accepted as of the date hereof:

Goldman, Sachs & Co.
[Name(s) of Co-Representative(s)]

By: _____
(Goldman, Sachs & Co.)

On behalf of each of the Underwriters

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SCHEDULE I

Underwriter -----	Number of [Firm] Shares to be Purchased -----	[Maximum Number of Optional Shares Which May be Purchased -----
Goldman, Sachs & Co.		
[Name(s) of Co-Representative(s)] . .		
[Names of other Underwriters]		

Total.]

SCHEDULE II

TITLE OF DESIGNATED SHARES:

DATE OF BOARD RESOLUTION ESTABLISHING THE DESIGNATED SHARES:

....., 19..

NUMBER OF DESIGNATED SHARES:

Number of Firm Shares:

Maximum Number of Optional Shares:

INITIAL OFFERING PRICE TO PUBLIC:

[\$..... per Share] [Formula]

PURCHASE PRICE BY UNDERWRITERS:

[\$..... per Share] [Formula]

[COMMISSION PAYABLE TO UNDERWRITERS: \$..... per Share]

SPECIFIED FUNDS FOR PAYMENT OF PURCHASE PRICE:

[New York] Clearinghouse Funds

DIVIDEND RATE:

[.....% per annum]

DIVIDEND PAYMENT DATES:

[months and dates]

DIVIDEND RIGHTS:

[Non-] cumulative, [deferred]

VOTING RIGHTS:

[As described in the draft prospectus supplement attached hereto.]

LIQUIDATION RIGHTS:

[As described in the draft prospectus supplement attached hereto.]

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PREEMPTIVE AND CONVERSION RIGHTS:

[As described in the draft prospectus supplement attached hereto.]

REDEMPTION PROVISIONS:

[No provisions for redemption]

[The Designated Shares may be redeemed, [otherwise than through the sinking fund,] in whole or in part at the option of the Company, on or after,, at the following redemption prices:

YEAR	REDEMPTION PRICE
----	-----

and thereafter at \$..... per share, together in each case with accrued dividends to the redemption date.]

[On any dividend payment date falling on or after,, at the election of the Company, at a redemption price equal to the stated amount thereof, plus accrued dividends to the date of redemption.]

[Other possible redemption provisions, such as mandatory redemption upon occurrence of certain events or redemption for changes in tax law.]

SINKING FUND PROVISIONS:

[None]

[The Designated Shares are entitled to the benefit of a sinking fund to retire Designated Shares on in each of the years through at 100% of their stated amount plus accrued dividends] [, together with [cumulative] [non-cumulative] redemptions at the option of the Company to retire an additional Designated Shares in the years through at 100% of their stated amount plus accrued dividends.]

TIME OF DELIVERY:

....., 19..

CLOSING LOCATION:

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NAMES AND ADDRESSES OF REPRESENTATIVES:

Designated Representatives:

Address for Notices, etc.:

[OTHER TERMS]*:

* A description of particular tax, accounting or other unusual features (including any event risk provisions) of the Designated Shares should be set forth, or referenced to an ATTACHED and ACCOMPANYING description, if necessary to ensure agreement as to the terms of the Securities to be purchased and sold. Such a description might appropriately be in the form in which such features will be described in the Prospectus Supplement for the offering.

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ANNEX II

Pursuant to Section 7(d) of the Underwriting Agreement, the accountants shall furnish letters to the Underwriters to the effect that:

(i) They are independent certified public accountants with respect to

the Company and its subsidiaries within the meaning of the Act and the applicable published rules and regulations thereunder;

(ii) In their opinion, the consolidated financial statements and financial statement schedules (and, if applicable, prospective financial statements and/or pro forma financial information) audited by them and included or incorporated by reference in the Registration Statement or the Prospectus comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the related published rules and regulations;

(iii) On the basis of limited procedures, not constituting an audit conducted in accordance with generally accepted auditing standards, consisting of a reading of the unaudited consolidated financial statements and other information referred to below, a reading of the latest available interim financial statements of the Company and its subsidiaries, inspection of the minute books of the Company and its subsidiaries since the date of the latest audited consolidated financial statements included or incorporated by reference in the Prospectus, inquiries of officials of the Company and its subsidiaries who have responsibility for financial and accounting matters and such other inquiries and procedures (including those for a review of interim financial information as described in SAS 71) as may be specified in such letter, nothing came to their attention that caused them to believe that:

(A) any material modifications should be made to the unaudited condensed consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included or incorporated by reference in the Company's Quarterly Reports on Form 10-Q incorporated by reference in the Prospectus, for them to be in conformity with generally accepted accounting principles;

(B) the unaudited condensed consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included or incorporated by reference in the Company's Quarterly Reports on Form 10-Q, incorporated by reference in the Prospectus, do not comply as to form in all material respects with the applicable accounting requirements of the Exchange Act as it applies to Form 10-Q and the related published rules and regulations;

(C) any unaudited pro forma condensed consolidated financial statements included in or incorporated by reference in the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of Rule 11-02 of Regulation S-X and that the pro forma adjustments have not been properly applied to the historical amounts in the compilation of those statements;

(D) as of a specified date not more than five days prior to the date of such letter, there was any change in the capital stock, increase in long-term debt, or any decreases in consolidated net current assets or shareholder's equity of the Company and its subsidiaries, or any decreases in consolidated net sales or in the total per share amounts of income before extraordinary items of net income, or any increases in any items specified by the Representatives, in each case as compared with amounts shown in the latest balance sheet included or incorporated by reference in the Prospectus, except in all instances for changes, increases or decreases which the Prospectus discloses have occurred or may occur; and

(iv) In addition to the examination referred to in their report(s) included or incorporated by reference in the Prospectus and the limited procedures, inspection of minute books, inquiries and other procedures referred to in paragraph (iii) above, they have carried out certain specified procedures, not constituting an examination in accordance with generally accepted auditing standards, with respect to certain amounts, percentages and financial information specified by the Representatives which are derived from the general accounting records of the Company and its subsidiaries, which appear in the Prospectus (excluding documents incorporated by reference) or in Part II of, or in exhibits and schedules to, the Registration Statement specified by the Representatives or in documents incorporated by reference in the Prospectus specified by the Representatives, and have compared certain of such amounts, percentages and financial information with the accounting records of the Company and its subsidiaries and have found them to be in agreement.

All references in this Annex II to the Prospectus shall be deemed to refer to the Prospectus (including the documents incorporated by reference therein) as defined in the Underwriting Agreement as of the date of the letter delivered on the date of the Pricing Agreement for purposes of such letter and to the Prospectus as amended or supplemented (including all documents incorporated by reference therein), in relation to the applicable Designated Securities for purposes of the letter delivered at the Time of Delivery for such Designated Securities.

PLC CAPITAL L.L.C.

CUMULATIVE MONTHLY
INCOME PREFERRED SECURITIES
GUARANTEED BY
PROTECTIVE LIFE CORPORATION

UNDERWRITING AGREEMENT

....., 1994

To the Representatives of the several
Underwriters named in the respective
Pricing Agreements hereinafter described.

Dear Sirs:

From time to time PLC Capital L.L.C., a limited liability company formed under the laws of the State of Delaware (the "Company"), and Protective Life Corporation, a Delaware corporation, as guarantor and provider of certain backup undertakings (the "Guarantor" or "Protective Life"), propose to enter into one or more Pricing Agreements (each a "Pricing Agreement") in the form of Annex I hereto, with such additions and deletions as the parties thereto may determine, and, subject to the terms and conditions stated herein and therein, to issue and sell, in the case of the Company, and to cause the Company to issue and sell, in the case of the Guarantor, to the firms named in Schedule I to the applicable Pricing Agreement (such firms constituting the "Underwriters" with respect to such Pricing Agreement and the securities specified therein) certain of the Company's preferred limited liability company interests designated Cumulative Monthly Income Preferred Securities (the "Preferred Securities"), which Preferred Securities may be issued in one or more series, guaranteed by the Guarantor pursuant to a Guarantee Agreement, dated as of _____, 1994 (the "Guarantee"), for the benefit of the holders from time to time of the Preferred Securities to the extent set forth in the prospectus and registration statement described herein (the Preferred Securities and the Guarantee being referred to collectively as the "Securities"), specified in Schedule II to such Pricing Agreement (with respect to such Pricing Agreement, the "Firm Securities"). If specified in such Pricing Agreement, the Company may grant to the Underwriters the right to purchase at their election an additional number of Preferred Securities, specified in such Pricing Agreement as provided in Section 3 hereof (the "Optional Securities"). The Firm Securities and the Optional Securities, if any, which the Underwriters elect to purchase pursuant to Section 3 hereof are herein collectively called the "Designated Securities."

The terms and rights of any particular issuance of Designated Securities

shall be as specified in the Pricing Agreement relating thereto (to the extent not set forth in the registration statement or prospectus with respect thereto) and in or pursuant to the written action or actions (each, an "Action") taken by Protective Life, in its capacity as the member of the Company that holds, directly or indirectly, all of the outstanding common limited liability company interests (the "Common Securities") of the Company (in such capacity, the "Managing Member"). The Company will loan the proceeds of the offering of the Designated Securities and any capital contributions in respect of Common Securities to Protective Life, such loan to be evidenced by a series of subordinated debentures (the

"Debentures") to be issued by Protective Life pursuant to the subordinated indenture, as it may be amended and supplemented from time to time (as so amended or supplemented, the "Indenture") identified in Schedule II to the Pricing Agreement.

1. Particular sales of Designated Securities may be made from time to time to the Underwriters of such Securities, for whom the firms designated as representatives of the Underwriters of such Securities in the Pricing Agreement relating thereto will act as representatives (the "Representatives"). The term "Representatives" also refers to a single firm acting as sole representative of the Underwriters and to Underwriters who act without any firm being designated as their representative. This Underwriting Agreement shall not be construed as an obligation of the Company to sell any of the Securities or as an obligation of any of the Underwriters to purchase any of the Securities. The obligation of the Company to issue and sell any of the Securities and the obligation of any of the Underwriters to purchase any of the Securities shall be evidenced by the Pricing Agreement with respect to the Designated Securities specified therein. Each Pricing Agreement shall specify the aggregate number of the Firm Securities, the maximum number of Optional Securities, if any, the initial public offering price of such Firm and Optional Securities or the manner of determining such price, the purchase price to the Underwriters of such Designated Securities, the amount of any compensation to be paid to the Underwriters by the Guarantor for their services thereunder ("Underwriters' Compensation"), the names of the Underwriters of such Designated Securities, the names of the Representatives of such Underwriters, the number of such Designated Securities to be purchased by each Underwriter and the commission, if any, payable to the Underwriters with respect thereto and shall set forth the date, time and manner of delivery of such Firm and Optional Securities, if any, and payment therefor. The Pricing Agreement shall also specify (to the extent not set forth in the registration statement and prospectus with respect thereto) the terms of such Designated Securities. A Pricing Agreement shall be in the form of an executed writing (which may be in counterparts), and may be evidenced by an exchange of telegraphic communications or any other rapid transmission device designed to produce a written record of communications transmitted. The obligations of the Underwriters under this Agreement and each Pricing Agreement shall be several and not joint.

2. Each of the Company and the Guarantor jointly and severally represents

and warrants to, and agrees with, each of the Underwriters that:

(a) A registration statement on Form S-3 (File No. 33-52831) in respect of Debt Securities and Preferred Stock of the Guarantor and the Securities (collectively, the "Registered Securities") has been filed with the Securities and Exchange Commission (the "Commission"); such registration statement and any post-effective amendment thereto, each in the form heretofore delivered or to be delivered to the Representatives and, excluding exhibits to such registration statement, but including all documents incorporated by reference in the prospectus included therein, to the Representatives for delivery to each of the other Underwriters, have been declared effective by the Commission in such form; no other document with respect to such registration statement or document incorporated by reference therein has heretofore been filed, or transmitted for filing, with the Commission [other than _____]; and no stop order suspending the effectiveness of such registration statement has been issued and no proceeding for that purpose has been initiated or threatened by the Commission (any preliminary prospectus included in such registration statement or filed with the Commission pursuant to Rule 424(a) of the rules and regulations of the Commission under the Securities Act of 1933, as amended (the "Act"), being hereinafter called a "Preliminary

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Prospectus"; the various parts of such registration statement, including all exhibits thereto and the documents incorporated by reference in the prospectus contained in the registration statement at the time such part of the registration statement became effective, but excluding any Forms T-1 and, if applicable, including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof and deemed by virtue of Rule 430A under the Act to be a part of such registration statement at effectiveness, each as amended at the time such part of the registration statement became effective, being hereinafter called the "Registration Statement"; the prospectus (including, if applicable, any prospectus supplement) relating to the Registered Securities, in the form in which it has most recently been filed, or transmitted for filing, with the Commission on or prior to the date of this Agreement, being hereinafter called the "Prospectus"; any reference herein to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to the applicable form under the Act, as of the date of such Preliminary Prospectus or Prospectus, as the case may be; any reference to any amendment or supplement to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed with the Commission after the date of such Preliminary Prospectus or Prospectus, as the case may be, under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and incorporated by reference in such Preliminary Prospectus or Prospectus, as the case may be; any reference to any amendment to the Registration

Statement shall be deemed to refer to and include any annual report of the Guarantor filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Registration Statement that is incorporated by reference in the Registration Statement; and any reference to the Prospectus as amended or supplemented shall be deemed to refer to the Prospectus as amended or supplemented in relation to the applicable Designated Securities in the form in which it is filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof, including any documents incorporated by reference therein as of the date of such filing);

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

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(c) The Registration Statement and the Prospectus conform, and any further amendments or supplements to the Registration Statement or the Prospectus will conform, in all material respects to the requirements of the Act and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to the Registration Statement and any amendment thereto and as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company or the Guarantor by an Underwriter of Designated Securities through the Representatives expressly for use in the Prospectus as amended or

supplemented relating to such Designated Securities;

(d) The Company has no subsidiaries. None of the Company, the Guarantor or any of the Guarantor's subsidiaries has sustained since the date of the latest audited financial statements included or incorporated by reference in the Prospectus any material loss or interference with their respective businesses from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or from any action, order or decree of any court or insurance regulatory or other governmental authority, otherwise than as set forth or contemplated in the Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Prospectus, there has not been any change in the capital stock or long-term debt of the Company or any change in the capital stock or long-term debt of the Guarantor or any of its subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity, total surplus (if applicable) or results of operations of the Company or the Guarantor and its subsidiaries (in the case of the Guarantor's subsidiaries engaged in the business of insurance (each an "Insurance Subsidiary," and collectively, the "Insurance Subsidiaries"), on either a statutory or GAAP basis), in each case otherwise than as set forth or contemplated in the Prospectus;

(e) The Company has been duly formed and is validly existing as a limited liability company in good standing under the laws of the State of Delaware, with all necessary limited liability company power and authority to own its properties and conduct its business as described in the Prospectus, and is not required to be qualified as a foreign corporation for the transaction of business under the laws of any other jurisdiction, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction;

(f) Each of the Guarantor and each of its subsidiaries has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties, or conducts any business, so as to require such qualification, or is

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subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction;

(g) The Guarantor and each Insurance Subsidiary have made all required filings under applicable insurance holding company statutes, and each is duly licensed or authorized as an insurance holding company in each

jurisdiction where it is required to be so licensed or authorized to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Guarantor and its subsidiaries considered as a whole by reason of the failure to have made such filings or to be so licensed or authorized in any such jurisdiction; each Insurance Subsidiary of the Guarantor is duly organized and licensed as an insurance company in its state of incorporation and is duly licensed or authorized as an insurer or reinsurer in each other jurisdiction where it is required to be so licensed or authorized to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Guarantor and its subsidiaries considered as a whole by reason of the failure to be so licensed or authorized in any such jurisdiction; each of the Insurance Subsidiaries has all other necessary authorizations, approvals, orders, consents, certificates, permits, registrations or qualifications of and from all insurance regulatory authorities to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Guarantor and its subsidiaries considered as a whole by reason of the failure to have such authorizations, approvals, orders, consents, licenses, certificates, permits, registrations or qualifications; and none of the Guarantor or any Insurance Subsidiary has received any notification from any insurance regulatory authority to the effect that any additional authorization, approval, order, consent, license, certificate, permit, registration or qualification from such insurance regulatory authority is needed to be obtained by any of the Guarantor or any Insurance Subsidiary in any case where it could be reasonably expected that (x) the Guarantor or any Insurance Subsidiary would in fact be required either to obtain any such additional authorization, approval, order, consent, license, certificate, permit, registration or qualification, or cease or otherwise limit writing certain business and (y) obtaining such authorization, approval, order, consent, license, certificate, permit, registration or qualification or the limiting of such business would have a material adverse effect on the business, financial position or results of operations of the Guarantor and its subsidiaries, considered as a whole;

(h) Otherwise than as set forth in the Prospectus, each Insurance Subsidiary is in compliance with the requirements of the insurance laws and regulations of its state of incorporation and the insurance laws and regulations of other jurisdictions which are applicable to such subsidiary, and has filed all notices, reports, documents or other information required to be filed thereunder, or in any such case is subject to no liability or disability material to the Guarantor and its subsidiaries considered as a whole by reason of the failure to so comply or file;

(i) Each of the Company and the Guarantor has an authorized capitalization as set forth in the Prospectus; all of the issued shares of capital stock of the Guarantor have been duly and validly authorized and issued, are fully paid and non-assessable and conform to the descriptions thereof contained in the Prospectus; and all of the issued shares of capital stock of each subsidiary of the Guarantor have been duly and validly authorized and issued, are fully paid and non-assessable and

(except for directors' qualifying shares) are owned directly or indirectly by the Guarantor, free and clear of all liens, encumbrances, equities or claims;

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(j) The Limited Liability Company Agreement (the "L.L.C. Agreement") of the Company, which is in substantially the form filed as an exhibit to the Registration Statement, has been duly authorized by the Guarantor and constitutes a valid and legally binding agreement of the Guarantor and the wholly-owned subsidiary of the Guarantor which is a party thereto enforceable against the Guarantor and such subsidiary by the members of the Company that hold Preferred Securities (the "Preferred Securityholders") in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles;

(k) The Guarantee, which is in substantially the form filed as an exhibit to the Registration Statement, has been duly authorized and, at the Time of Delivery (as defined in Section 4 hereof) for such Designated Securities, such Guarantee will constitute a valid and legally binding obligation of the Guarantor, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Guarantee will conform to the descriptions thereof in the Prospectus as amended or supplemented with respect to the Designated Securities;

(l) The Debentures evidencing the loan of the proceeds of any Designated Securities (and of the related capital contributions in respect of Common Securities) have been duly authorized, and at the Time of Delivery for such Designated Securities, such Debentures will have been duly issued, executed, authenticated and delivered and will constitute valid and legally binding obligations of the Guarantor, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Indenture, which will be substantially in the form filed as an exhibit to the Registration Statement, has been duly authorized by the Guarantor and, at the Time of Delivery for such Designated Securities, the Indenture will be duly qualified under the Trust Indenture Act and, assuming due authorization, execution and delivery by the trustee under such Indenture (the "Trustee"), the Indenture will constitute a valid and legally binding instrument enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Indenture conforms, and the Debentures will conform, to the descriptions thereof contained in the Prospectus as amended or supplemented with respect

to such Designated Securities;

(m) All of the issued Securities of the Company have been duly and validly authorized and issued, and are fully paid and non-assessable and conform to the description thereof contained in the Prospectus; all of the issued Common Securities of the Company are owned directly or indirectly by the Guarantor, free and clear of all liens, encumbrances, equities or claims; and the Company is not a party to or otherwise bound by any agreement other than those described in the Prospectus;

(n) The Securities have been duly and validly authorized, and, when the terms of the Designated Securities have been established by an Action or Actions taken by the Managing Member and issued and delivered pursuant to this Agreement and the Pricing Agreement with respect to such Designated Securities

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and, in the case of any Optional Securities, pursuant to Over-allotment Options (as defined in Section 3 hereof) with respect to such Designated Securities, such Designated Securities will be duly and validly issued, fully paid and non-assessable limited liability company interests in the Company, as to which the Preferred Securityholders, in their capacity as members of the Company, will have no liability solely by reason of being Preferred Securityholders in excess of their share of the Company's assets and undistributed profits (subject to any obligation of a Preferred Securityholders to repay any funds wrongfully distributed to it); and the Securities conform to the description thereof contained in the Registration Statement and the Designated Securities will conform to the description thereof contained in the Prospectus as amended or supplemented with respect to such Designated Securities;

(o) The issue and sale of the Designated Securities and the compliance by the Company and the Guarantor with all of the provisions of this Agreement, any Pricing Agreement and each Over-allotment Option (as defined in Section 3 hereof), if any, and the execution, delivery and performance by the Company and the Guarantor of their respective obligations under the Indenture, the Debentures and the Guarantee, and the consummation of the transactions contemplated herein and therein will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company, the Guarantor or any of its subsidiaries is a party or by which the Company, the Guarantor or any of its subsidiaries is bound or to which any of the property or assets of the Company, the Guarantor or any of its subsidiaries is subject, nor will such action result in any violation of the provisions of the Certificate of Formation of the Company, the L.L.C. Agreement or the Certificate of Incorporation or By-laws of the Guarantor or any of its subsidiaries or any statute or any order, rule or regulation of any court or insurance regulatory authority or other governmental agency or body having jurisdiction over the Company, the Guarantor or any of the

Guarantor's subsidiaries or any of their properties; and no consent, approval, authorization, order, registration or qualification of or with any such court or insurance regulatory authority or other governmental agency or body having jurisdiction over the Company, the Guarantor or any of the Guarantor's subsidiaries is required for the issue and sale of the Securities or the consummation by the Company of the transactions contemplated by this Agreement, any Pricing Agreement, the Indenture, the Debentures, the Guarantee or any Over-allotment Option, except such as have been, or will have been prior to each Time of Delivery (as defined in Section 4 hereof), obtained under the Act or the Trust Indenture Act [or from the Tennessee Insurance Commissioner] and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky laws or insurance securities laws in connection with the purchase and distribution of the Designated Securities by the Underwriters;

(p) Other than as set forth in the Prospectus, there are no legal or governmental proceedings pending to which the Company, the Guarantor or any of its subsidiaries is a party or of which any property of the Company, the Guarantor or any of its subsidiaries is the subject, which, if determined adversely to the Company, the Guarantor or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the consolidated financial position, stockholders' equity or results of operations of the Company, the Guarantor and its subsidiaries; and, to the best of the Guarantor's and the Company's knowledge, as

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the case may be, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(q) The accountants who have certified the financial statements for the Guarantor and its subsidiaries included in the Registration Statement are independent public accountants with respect to the Guarantor as required by the Act and the rules and regulations of the Commission thereunder;

(r) There are no contracts, agreements or understandings between the Company or the Guarantor and any person granting such person the right to require the Company or the Guarantor to file a registration statement under the Act with respect to any preferred stock or preferred securities of the Company or the Guarantor owned or to be owned by such person or to require the Company or the Guarantor to include such securities in the securities registered pursuant to the Registration Statement or in any securities being registered pursuant to any other registration statement filed by the Company or the Guarantor under the Act; and

(s) The Company is not an "investment company" or a company "controlled" by an investment company, as defined in the Investment Company Act of 1940, as amended, and the rules and regulations thereunder.

3. Upon the execution of the Pricing Agreement applicable to any Designated Securities and authorization by the Representatives of the release of the Firm Securities, the several Underwriters propose to offer the Firm Securities for sale upon the terms and conditions set forth in the Prospectus as amended or supplemented.

The Company may specify in the Pricing Agreement applicable to any Designated Securities that the Company thereby grants to the Underwriters the right (an "Over-allotment Option") to purchase at their election up to the number of Optional Securities set forth in such Pricing Agreement, at the terms set forth in the Prospectus as amended or supplemented, for the sole purpose of covering over-allotments in the sale of the Firm Securities. Any such election to purchase Optional Securities may be exercised only by written notice from the Representatives to the Company, given within a period specified in the Pricing Agreement, setting forth the aggregate number of Optional Securities to be purchased and the date on which such Optional Securities are to be delivered, as determined by the Representatives but in no event earlier than the First Time of Delivery (as defined in Section 4 hereof) or, unless the Representatives and the Company otherwise agree in writing, earlier than or later than the respective number of business days after the date of such notice set forth in such Pricing Agreement.

The number of Optional Securities to be added to the number of Firm Securities to be purchased by each Underwriter as set forth in Schedule I to the Pricing Agreement applicable to such Designated Securities shall be, in each case, the number of Optional Securities which the Company and the Guarantor have been advised by the Representatives have been attributed to such Underwriter, provided that, if the Company and the Guarantor have not been so advised, the number of Optional Securities to be so added shall be, in each case, that proportion of Optional Securities which the number of Firm Securities to be purchased by such Underwriter under such Pricing Agreement bears to the aggregate number of Firm Securities (rounded as the Representatives may determine to the nearest 100 securities). The total number of Designated Securities to be purchased by all the Underwriters pursuant to such Pricing Agreement shall be the aggregate number of Firm

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Securities set forth in Schedule I to such Pricing Agreement plus the aggregate number of the Optional Securities which the Underwriters elect to purchase.

4. Certificates for the Firm Securities and Optional Securities to be purchased by each Underwriter pursuant to the Pricing Agreement relating thereto, in definitive form and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company, shall be delivered by or on behalf of the Company to the Representatives for the account of such Underwriter, against payment by such Underwriter or on its behalf of the purchase price therefor by certified or official bank check or checks, payable to the order of the Company

in the funds specified in such Pricing Agreement, (i) with respect to the Firm Securities, all at the place and time and date specified in such Pricing Agreement or at such other place and time and date as the Representatives and the Company may agree upon in writing, such time and date being herein called the "First Time of Delivery" and (ii) with respect to the Optional Securities, if any, on the time and date specified by the Representatives in the written notice given by the Representatives of the Underwriters' election to purchase such Optional Securities, or at such other time and date as the Representatives and the Company may agree upon in writing, such time and date, if not the First Time of Delivery, herein called the "Second Time of Delivery." Each such time and date for delivery is herein called a "Time of Delivery."

As compensation to the Underwriters for their commitments to purchase the Designated Securities, and in view of the fact that the proceeds of the sale of the Securities will be loaned by the Company to the Guarantor, the Guarantor hereby agrees to pay at each Time of Delivery to the Representatives, for the accounts of the several Underwriters, an amount per Security set forth in the Pricing Agreement relating to the Designated Securities to be sold by the Company thereunder, provided, however, that such compensation may, if so specified in the Pricing Agreement, be a reduced amount per Security set forth in such Pricing Agreement with respect to Designated Securities sold to certain institutions thereunder, in which case the Underwriters shall inform the Company, in writing, the business day prior to each Time of Delivery, of the number of Designated Securities sold to such institutions.

5. Each of the Company and the Guarantor, jointly and severally, agrees with each of the Underwriters of any Designated Securities:

(a) To prepare the Prospectus as amended and supplemented in relation to the applicable Designated Securities in a form approved by the Representatives and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of the Pricing Agreement relating to the applicable Designated Securities or, if applicable, such earlier time as may be required by Rule 430A(a)(3); to make no further amendment or any supplement to the Registration Statement or Prospectus as amended or supplemented after the date of the Pricing Agreement relating to such Securities and prior to any Time of Delivery for such Securities which shall be disapproved by the Representatives for such Securities promptly after reasonable notice thereof; to advise the Representatives promptly of any such amendment or supplement after any Time of Delivery for such Securities and furnish the Representatives with copies thereof; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company or the Guarantor with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act for so long as the delivery of a prospectus is required in

connection with the offering or sale of such Securities, and during such

same period to advise the Representatives, promptly after the Company or the Guarantor receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Prospectus or any amended Prospectus has been filed with the Commission, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any prospectus relating to the Securities, of the suspension of the qualification of such Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or Prospectus or for additional information; and, in the event of the issuance of any such stop order or of any such order preventing or suspending the use of any prospectus relating to the Securities or suspending any such qualification, to use promptly its best efforts to obtain its withdrawal;

(b) Promptly from time to time to take such action as the Representatives may reasonably request to qualify such Securities for offering and sale under the securities laws of such jurisdictions as the Representatives may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of such Securities, provided that in connection therewith neither the Company nor the Guarantor shall be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction;

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

(d) In the case of the Guarantor, to make generally available to its security holders as soon as practicable, but in any event not later than eighteen months after the effective date of the Registration Statement (as defined in Rule 158(c)), an earning statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission relating thereunder

(including, at the option of the Guarantor, Rule 158);

(e) During the period beginning from the date of the Pricing Agreement for such Designated Securities and continuing to and including the earlier of (i) the date

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after the last Time of Delivery for such Designated Securities on which the distribution of the Designated Securities ceases, as determined by the Representatives and (ii) the date which is 90 days after the last Time of Delivery for such Designated Securities, not to offer, sell, contract to sell or otherwise dispose of any securities of the Company or the Guarantor (other than pursuant to employee stock option plans existing or on the conversion of convertible securities outstanding on the date of such Pricing Agreement) which are substantially similar to such Designated Securities or the Debentures, or any securities convertible into or exchangeable for Designated Securities or such substantially similar securities of either the Company or the Guarantor, without the prior written consent of the Representatives;

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

(g) During a period of five years from the date of the Pricing Agreement for such Designated Securities to furnish to the Representatives copies of all reports or other communications (financial or other) furnished to holders of common stock of the Guarantor, and deliver to the Representatives (i) as soon as they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company or the Guarantor are listed; and (ii) such additional information concerning the business and financial condition of the Guarantor as the Representatives may from time to time reasonably request (such financial statements to be on a consolidated basis to the extent the accounts of the Guarantor and its subsidiaries are consolidated in reports furnished to its stockholders generally or to the Commission);

(h) To use its best efforts to list, subject to notice of issuance, the Designated Securities on the New York Stock Exchange; and

(i) To use its best efforts to list the Debentures, upon issuance in

exchange for Designated Securities, on the New York Stock Exchange.

6. The Company and the Guarantor, jointly and severally, covenant and agree with the several Underwriters that the Company and the Guarantor will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's and the Guarantor's counsel and accountants in connection with the registration of the Securities under the Act and all other expenses in connection with the preparation, printing and filing of the Registration Statement, any Preliminary Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, any Pricing Agreement, any Blue Sky and Legal Investment Memoranda and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (iii) all expenses in connection with the qualification of the Securities for offering and sale under state securities laws as provided in Section 5(b)

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hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky and legal investment surveys; (iv) any fees charged by securities rating services for rating the Securities; (v) any filing fees incident to any required reviews by the National Association of Securities Dealers, Inc. of the terms of the sale of the Securities; (vi) any cost of preparing certificates for the Securities; (vii) the cost and charges of any transfer agent or registrar or dividend disbursing agent; (viii) the cost of qualifying the Securities with The Depository Trust Company; (ix) the cost of listing the Securities on the New York Stock Exchange; and (x) all other costs and expenses incident to the performance of the Company's and the Guarantor's obligations hereunder and under any Over-allotment Options which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, Section 8 and Section 11 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Securities by them, and any advertising expenses connected with any offers they may make.

7. The obligations of the Underwriters of any Designated Securities under the Pricing Agreement relating to such Designated Securities shall be subject, in the discretion of the Representatives, to the condition that all representations and warranties and other statements of the Company and the Guarantor in or incorporated by reference in the Pricing Agreement relating to such Designated Securities are, at and as of each Time of Delivery for such Designated Securities, true and correct, the condition that the Company and the Guarantor shall have performed all of their respective obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus as amended or supplemented in relation to such Designated Securities shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for such filing by

the rules and regulations under the Act and in accordance with Section 5(a) hereof; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to the Representatives' reasonable satisfaction;

(b) Sullivan & Cromwell, or other counsel for the Underwriters, shall have furnished to the Representatives such opinion or opinions, dated each Time of Delivery for such Designated Securities, with respect to the formation of the Company and the incorporation of the Guarantor, the validity of the Guarantee and the Designated Securities and the Debentures being delivered at such Time of Delivery, the Indenture, the Registration Statement, the Prospectus as amended or supplemented and other related matters as the Representatives may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters; provided, that in rendering such opinion, such counsel may rely upon the opinion of Richards, Layton & Finger, P.A. as to all matters of Delaware law relating to the Company, the Preferred Securities and the L.L.C. Agreement;

(c) Debevoise & Plimpton, or other counsel for the Company and the Guarantor satisfactory to the Representatives, shall have furnished to the Representatives their written opinions, dated each Time of Delivery for such

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Designated Securities, respectively, in form and substance satisfactory to the Representatives, to the effect that:

(i) The Company has been duly formed and is validly existing as a limited liability company in good standing under the laws of the State of Delaware, with all necessary limited liability company power and authority to own its properties and conduct its business as described in the Prospectus as amended or supplemented, and is not required to be qualified as a foreign corporation for the transaction of business under the laws of any other jurisdiction, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction;

(ii) Each of the Guarantor and each of its subsidiaries has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus as amended or supplemented, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties, or

conducts any business, so as to require such qualification, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction;

(iii) Each of the Company and the Guarantor has an authorized capitalization as set forth in the Prospectus as amended or supplemented, and all of the issued shares of capital stock of the Guarantor have been duly and validly authorized and issued, are fully paid and non-assessable and conform to the description thereof in the Prospectus as amended or supplemented; and all of the issued shares of capital stock of each subsidiary of the Guarantor have been duly and validly authorized and issued, are fully paid and non-assessable and (except for directors' qualifying shares) are owned directly or indirectly by the Guarantor, free and clear of all liens, encumbrances, equities or claims;

(iv) All of the issued Securities of the Company have been duly and validly authorized and issued, and are fully paid and non-assessable and conform to the description thereof contained in the Prospectus; all of the issued Common Securities of the Company are owned directly or indirectly by the Guarantor, free and clear of all liens, encumbrances, equities or claims; and the Company is not a party to or otherwise bound by any agreement other than those described in the Prospectus;

(v) The Designated Securities being delivered at such Time of Delivery have been duly authorized and validly issued and are fully paid and non-assessable limited liability company interests in the Company, as to which the Preferred Securityholders, in their capacity as members of the Company, will have no liability solely by reason of being Preferred Securityholders in excess of their share of the Company's assets and undistributed profits (subject to any obligation of a Preferred Securityholder to repay any funds wrongfully distributed to it); and the Securities conform to the description thereof contained in the Registration Statement and the Designated Securities conform to the description thereof contained in the

Prospectus as amended or supplemented with respect to such Designated Securities;

(vi) The L.L.C. Agreement has been duly authorized by the Guarantor and constitutes a valid and legally binding agreement of the Guarantor and the wholly-owned subsidiary of the Guarantor which is a party thereto enforceable against the Guarantor and such subsidiary by the Preferred Securityholders in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or

affecting creditors' rights and to general equity principles;

(vii) The Guarantee has been duly authorized and, at the Time of Delivery (as defined in Section 4 hereof) for such Designated Securities, such Guarantee will constitute a valid and legally binding obligation of the Guarantor, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Guarantee conforms to the descriptions thereof in the Prospectus as amended or supplemented with respect to the Designated Securities;

(viii) The Debentures evidencing the loan of the proceeds of any Designated Securities (and of the related capital contributions in respect of Common Securities) have been duly authorized, and at the Time of Delivery for such Designated Securities, such Debentures will have been duly issued, executed, authenticated and delivered and will constitute valid and legally binding obligations of the Guarantor, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Debentures will conform to the descriptions thereof contained in the Prospectus as amended or supplemented with respect to such Designated Securities;

(ix) The Indenture has been duly authorized by the Guarantor and, assuming due authorization, execution and delivery by the Trustee, the Indenture will constitute a valid and legally binding instrument enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Indenture has been duly qualified under the Trust Indenture Act; and the Indenture conforms to the descriptions thereof contained in the Prospectus as amended or supplemented with respect to such Designated Securities;

(x) This Agreement and the Pricing Agreement with respect to the Designated Securities being delivered at such Time of Delivery have been duly authorized, executed and delivered by each of the Company and the Guarantor;

*(xi) The Guarantor and each Insurance Subsidiary have made all required filings under applicable insurance holding company statutes, and each is duly licensed or authorized as an insurance holding company in each jurisdiction where it is required to be so licensed or

authorized to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Guarantor and its subsidiaries considered as a whole by reason of the failure to have made such filings or to be so licensed or authorized in any such jurisdiction; each Insurance Subsidiary of the Guarantor is duly organized and licensed as an insurance company in its state of incorporation and is duly licensed or authorized as an insurer or reinsurer in each other jurisdiction where it is required to be so licensed or authorized to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Guarantor and its subsidiaries considered as a whole by reason of the failure to be so licensed or authorized in any such jurisdiction; each of the Insurance Subsidiaries has all other necessary authorizations, approvals, orders, consents, certificates, permits, registrations or qualifications of and from all insurance regulatory authorities to conduct its business as described in the Prospectus, or is subject to no liability or disability material to the Guarantor and its subsidiaries considered as a whole by reason of the failure to have such authorizations, approvals, orders, consents, licenses, certificates, permits, registrations or qualifications; and none of the Guarantor or any Insurance Subsidiary has received any notification from any insurance regulatory authority to the effect that any additional authorization, approval, order, consent, license, certificate, permit, registration or qualification from such insurance regulatory authority is needed to be obtained by any of the Guarantor or any Insurance Subsidiary in any case where it could be reasonably expected that (x) the Guarantor or any Insurance Subsidiary would in fact be required either to obtain any such additional authorization, approval, order, consent, license, certificate, permit, registration or qualification, or cease or otherwise limit writing certain business and (y) obtaining such authorization, approval, order, consent, license, certificate, permit, registration or qualification or the limiting of such business would have a material adverse effect on the business, financial position or results of operations of the Guarantor and its subsidiaries, considered as a whole;

* (xii) Otherwise than as set forth in the Prospectus, each Insurance Subsidiary is in compliance with the requirements of the insurance laws and regulations of its state of incorporation and the insurance laws and regulations of other jurisdictions which are applicable to such subsidiary, and has filed all notices, reports, documents or other information required to be filed thereunder, or in any such case is subject to no liability or disability material to the Guarantor and its subsidiaries considered as a whole by reason of the failure to so comply or file;

(xiii) The issue and sale of the Designated Securities being delivered at such Time of Delivery and the compliance by the Company and the Guarantor with all of the provisions of this Agreement, any Pricing Agreement and each Over-allotment Option, if any, and the execution,

* This opinion may be given by inside counsel of Protective Life.

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delivery and performance by the Company and the Guarantor of their respective obligations under the Indenture, the Debentures and the Guarantee and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument known to such counsel to which the Company, the Guarantor or any of its subsidiaries is a party or by which the Company, the Guarantor or any of its subsidiaries is bound or to which any of the property or assets of the Company, the Guarantor or any of its subsidiaries is subject, nor will such action result in any violation of the provisions of the Certificate of Formation of the Company, the L.L.C. Agreement or the Certificate of Incorporation or By-laws of the Guarantor or any of its subsidiaries or any statute or any order, rule or regulation known to such counsel of any court or insurance regulatory authority or other governmental agency or body having jurisdiction over the Company, the Guarantor or any of its subsidiaries or any of their properties;

(xiv) No consent, approval, authorization, order, registration or qualification of or with any such court or insurance regulatory authority or other governmental agency or body having jurisdiction over the Company, the Guarantor or any of the Guarantor's subsidiaries is required for the issue and sale of the Designated Securities being delivered at such Time of Delivery or the consummation by the Company of the transactions contemplated by this Agreement, any Pricing Agreement, the Indenture, the Debentures, the Guarantee or any Over-allotment Option, except such as have been, or will have been prior to each Time of Delivery, obtained under the Act or the Trust Indenture Act [or from the Tennessee Insurance Commissioner] and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky laws or insurance securities laws in connection with the purchase and distribution of the Designated Securities by the Underwriters;

(xv) To the best of such counsel's knowledge, there are no legal or governmental proceedings pending to which the Company, the Guarantor or any of its subsidiaries is a party or of which any property of the Company, the Guarantor or any of its subsidiaries is the subject, other than as set forth in the Prospectus as amended and supplemented, which, if determined adversely to the Company, the Guarantor or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the consolidated financial position, stockholders' equity or results of operations of the

Company, the Guarantor and its subsidiaries; to the best of such counsel's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(xvi) The documents incorporated by reference in the Prospectus as amended or supplemented (other than the financial statements and related schedules therein, as to which such counsel need express no opinion), when they became effective or were filed with the Commission, as the case may be, complied as to form in all material respects with the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder; and they have no reason to believe that any of

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such documents, when they became effective or were so filed, as the case may be, contained, in the case of a registration statement which became effective under the Act, an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or, in the case of other documents which were filed under the Act or the Exchange Act with the Commission, an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such documents were so filed, not misleading;

(xvii) The Registration Statement and the Prospectus as amended or supplemented and any further amendments and supplements thereto made by the Company or the Guarantor prior to such Time of Delivery (other than the financial statements and related schedules therein, as to which such counsel need express no opinion) comply as to form in all material respects with the requirements of the Act and the Trust Indenture Act and the rules and regulations thereunder; they have no reason to believe that, as of its effective date, the Registration Statement or any further amendment thereto made by the Company or the Guarantor prior to such Time of Delivery (other than the financial statements and related schedules therein, as to which such counsel need express no opinion) contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that, as of its date, the Prospectus as amended or supplemented or any further amendment or supplement thereto made by the Company or the Guarantor prior to such Time of Delivery (other than the financial statements and related schedules therein, as to which such counsel need express no opinion) contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading or that, as of such Time of Delivery, either the Registration Statement or the Prospectus as amended or supplemented or

any further amendment or supplement thereto made by the Company or the Guarantor prior to such Time of Delivery (other than the financial statements and related schedules therein, as to which such counsel need express no opinion) contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and they do not know of any amendment to the Registration Statement required to be filed or any contracts or other documents of a character required to be filed as an exhibit to the Registration Statement or required to be incorporated by reference into the Prospectus as amended or supplemented or required to be described in the Registration Statement or the Prospectus as amended or supplemented which are not filed or incorporated by reference or described as required;

(xviii) The Company is not an "investment company" or a company "controlled" by an investment company, as defined in the Investment Company Act of 1940, as amended, and the rules and regulations thereunder;

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(xix) The statements contained in the Prospectus under the captions "Description of Preferred Securities of PLC Capital," "Description of Certain Contractual Back-Up Obligations of Protective Life," "Description of Debt Securities of Protective Life" and the corresponding sections and any section describing tax matters in any prospectus supplement relating to the Designated Securities being delivered at such Time of Delivery, insofar as such statements constitute summaries of certain provisions of the documents or U.S. tax laws referred to therein, correctly summarize the material provisions of such documents or U.S. tax laws; and

(xx) Such counsel has reviewed its opinions on matters of U.S. tax law set forth in any prospectus supplement relating to the Designated Securities being delivered at such Time of Delivery and confirms such opinion to the Representatives.

In rendering such opinion, such counsel may rely, as to matters of Delaware law relating to the Company, the Preferred Securities and the L.L.C. Agreement, upon the opinion of Richards, Layton & Finger, P.A.

(d) Richards, Layton & Finger, P.A., special Delaware counsel for the Company, shall have furnished to you their written opinion, dated each Time of Delivery, in form and substance satisfactory to the Representatives, with respect to the formation of the Company, the validity of the Designated Securities, the L.L.C. Agreement, statements of Delaware law contained in the Prospectus as amended or supplemented and other related matters as the Representatives may reasonably request, and such counsel

shall have received such papers and information as they may reasonably request to enable them to pass upon such matters.

(e) On the date of the Pricing Agreement for such Designated Securities and at each Time of Delivery for such Designated Securities, the independent accountants of the Guarantor and the Company who have certified the financial statements of the Guarantor and its subsidiaries included or incorporated by reference in the Registration Statement shall have furnished to the Representatives a letter, dated the effective date of the Registration Statement or the date of the most recent report filed with the Commission containing financial statements and incorporated by reference in the Registration Statement, if the date of such report is later than such effective date, and a letter dated such Time of Delivery, respectively, to the effect set forth in Annex II hereto, and with respect to such letter dated such Time of Delivery, as to such other matters as the Representatives may reasonably request and in form and substance satisfactory to the Representatives;

(f) (i) None of the Company, the Guarantor or any of the Guarantor's subsidiaries shall have sustained since the date of the latest audited financial statements included or incorporated by reference in the Prospectus as amended or supplemented any loss or interference with their respective businesses from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or from any action, order or decree of any court or insurance regulatory or other governmental authority, otherwise than as set forth or contemplated in the Prospectus as amended or supplemented, and (ii) since the

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respective dates as of which information is given in the Prospectus as amended or supplemented there shall not have been any change in the capital stock or long-term debt of the Company or any change in the capital stock or long-term debt of the Guarantor or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, stockholders' equity, total surplus (if applicable) or results of operations of the Company or the Guarantor and its subsidiaries (in the case of the Insurance Subsidiaries, on either a statutory or GAAP basis), in each case otherwise than as set forth or contemplated in the Prospectus as amended or supplemented, the effect of which, in any such case described in Clause (i) or (ii), is in the judgment of the Representatives so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Designated Securities on the terms and in the manner contemplated in the Prospectus as amended or supplemented;

(g) On or after the date of the Pricing Agreement relating to the Designated Securities (i) no downgrading shall have occurred in the rating accorded the Preferred Securities or the Guarantor's debt securities or

preferred stock (including the Guarantee or any other back-up undertakings in respect of the Preferred Securities) by any "nationally recognized statistical rating organization," as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Preferred Securities or the Guarantor's debt securities or preferred stock (including the Guarantee or any other back-up undertakings in respect of the Preferred Securities);

(h) On or after the date of the Pricing Agreement relating to the Designated Securities there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange; (ii) a general moratorium on commercial banking activities in New York declared by either Federal or New York State authorities; or (iii) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war, if the effect of any such event specified in this Clause (iii) in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Firm Securities or Optional Securities or both on the terms and in the manner contemplated by the Prospectus as amended or supplemented;

(i) The Designated Securities shall have been duly listed, subject to notice of issuance, on the New York Stock Exchange;

(j) No event the occurrence of which, under the terms of the Designated Securities as determined by an Action or Actions of the Managing Member and as described in the Prospectus as amended and supplemented in respect of such Designated Securities, would provide the Company with the right to redeem the Designated Securities for cash or in exchange for Debentures at any time after the issuance of the Designated Securities (an "Immediate Redemption Event") shall have occurred and be continuing; and

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(k) The Guarantor shall have furnished or caused to be furnished to the Representatives at each Time of Delivery for the Designated Securities certificates of officers of the Guarantor satisfactory to the Representatives as to the accuracy of the representations and warranties of the Company and the Guarantor herein at and as of such Time of Delivery, as to the performance by the Company and the Guarantor of all of their obligations hereunder to be performed at or prior to such Time of Delivery, as to matters set forth in subsections (a) and (f) of this Section and as to such other matters as the Representatives may reasonably request.

8. (a) The Company, the Guarantor and Protective Life Insurance Company ("Protective Life Insurance") will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which

such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, any preliminary prospectus supplement, the Registration Statement, the Prospectus as amended or supplemented and any other prospectus relating to the Securities, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that none of the Company, the Guarantor or Protective Life Insurance shall be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus, any preliminary prospectus supplement, the Registration Statement, the Prospectus as amended or supplemented and any other prospectus relating to the Securities, or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company, the Guarantor or Protective Life Insurance by any Underwriter of Designated Securities through the Representatives expressly for use in the Prospectus as amended or supplemented relating to such Securities.

(b) Each Underwriter will indemnify and hold harmless the Company, the Guarantor and Protective Life Insurance against any losses, claims, damages or liabilities to which the Company, the Guarantor or Protective Life Insurance may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, any preliminary prospectus supplement, the Registration Statement, the Prospectus as amended or supplemented and any other prospectus relating to the Securities, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any Preliminary Prospectus, any preliminary prospectus supplement, the Registration Statement, the Prospectus as amended or supplemented and any other prospectus relating to the Securities, or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company, the Guarantor or Protective Life Insurance by such Underwriter through the Representatives expressly for use therein; and will reimburse the Company, the Guarantor or Protective Life Insurance for any legal or other expenses

reasonably incurred by the Company, the Guarantor or Protective Life Insurance in connection with investigating or defending any such action or claim as such

expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not, be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation.

(d) If the indemnification provided for in this Section 8 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company, the Guarantor and Protective Life Insurance on the one hand and the Underwriters of the Designated Securities on the other from the offering of the Designated Securities to which such loss, claim, damage or liability (or action in respect thereof) relates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company, the Guarantor and Protective Life Insurance on the one hand and the Underwriters of the Designated Securities on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company, the Guarantor and Protective Life Insurance on the one hand and such Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from such offering (before deducting expenses) received by the Company, the Guarantor and Protective Life Insurance bear to the total underwriting discounts and commissions received by such Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, the Guarantor or

Protective Life Insurance on the one hand or such Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, the Guarantor, Protective Life Insurance and the Underwriters agree that it would not be just and equitable if contributions

pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the applicable Designated Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of the Underwriters of Designated Securities in this subsection (d) to contribute are several in proportion to their respective underwriting obligations with respect to such Securities and not joint.

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

9. (a) If any Underwriter shall default in its obligation to purchase the Firm Securities or Optional Securities which it has agreed to purchase under the Pricing Agreement relating to such Designated Securities, the Representatives may in their discretion arrange for themselves or another party or other parties to purchase such Securities on the terms contained herein. If within thirty-six hours after such default by any Underwriter the Representatives do not arrange for the purchase of such Firm Securities or Optional Securities, as the case may be, then the Company and the Guarantor shall be entitled to a further period of

thirty-six hours within which to procure another party or other parties satisfactory to the Representatives to purchase such Securities on such terms. In the event that, within the respective prescribed period, the Representatives notify the Company and the Guarantor that they have so arranged for the purchase of such Securities, or either the Company or the Guarantor notifies the Representatives that it has so arranged for the purchase of such Securities, the Representatives, the Company or the Guarantor shall have the right to postpone a Time of Delivery for such Securities for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus as amended or supplemented, or in any other documents or arrangements, and the Company and the Guarantor agree to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in the opinion of the Representatives may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this

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Section with like effect as if such person had originally been a party to the Pricing Agreement with respect to such Designated Securities.

(b) If, after giving effect to any arrangements for the purchase of the Firm Securities or Optional Securities, as the case may be, of a defaulting Underwriter or Underwriters by the Representatives, the Company and the Guarantor as provided in subsection (a) above, the aggregate number of such Designated Securities which remains unpurchased does not exceed one-eleventh of the aggregate number of the Firm Securities or Optional Securities, as the case may be, to be purchased at the respective Time of Delivery, then the Company and the Guarantor shall have the right to require each non-defaulting Underwriter to purchase the number of Firm Securities or Optional Securities, as the case may be, which such Underwriter agreed to purchase under the Pricing Agreement relating to such Designated Securities and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Firm Securities or Optional Securities, as the case may be, which such Underwriter agreed to purchase under such Pricing Agreement) of the Firm Securities or Optional Securities, as the case may be, of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Firm Securities or Optional Securities, as the case may be, of a defaulting Underwriter or Underwriters by the Representatives, the Company and the Guarantor as provided in subsection (a) above, the aggregate number of Firm Securities or Optional Securities, as the case may be, which remains unpurchased exceeds one-eleventh of the aggregate number of the Firm Securities or Optional Securities, as the case may be, to be purchased at the respective Time of Delivery, as referred to in subsection (b) above, or if the Company or the Guarantor shall not exercise the right described in subsection (b) above to

require non-defaulting Underwriters to purchase Firm Securities or Optional Securities, as the case may be, of a defaulting Underwriter or Underwriters, then the Pricing Agreement relating to such Firm Securities or the Over-allotment Option relating to such Optional Securities, as the case may be, shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company or the Guarantor, except for the expenses to be borne by the Company, the Guarantor and the Underwriters as provided in Section 6 hereof and the indemnity and contribution agreements in Section 8 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

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

11. If any Pricing Agreement or Over-allotment Option shall be terminated pursuant to Section 9 hereof, the Company and the Guarantor shall not then be under any liability to any Underwriter with respect to the Firm Securities or Optional Securities with respect to which such Pricing Agreement shall have been terminated except as provided in Section 6 and Section 8 hereof; but, if for any other reason, Designated Securities are not delivered

by or on behalf of the Company and the Guarantor as provided herein, the Company and the Guarantor, jointly and severally, will reimburse the Underwriters through the Representatives for all out-of-pocket expenses approved in writing by the Representatives, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of such Designated Securities, but the Company and the Guarantor shall then be under no further liability to any Underwriter with respect to such Designated Securities except as provided in Section 6 and Section 8 hereof.

12. In all dealings hereunder, the Representatives of the Underwriters of Designated Securities shall act on behalf of each of such Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by such Representatives jointly or by such of the Representatives, if any, as may be designated for such purpose in the Pricing Agreement.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to the address of the Representatives as set forth in the

Pricing Agreement; and if to the Company or the Guarantor shall be delivered or sent by mail, telex or facsimile transmission to the address of the Guarantor set forth in the Registration Statement, Attention: Secretary; provided, however, that any notice to an Underwriter pursuant to Section 8(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by the Representatives upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

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

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

15. THIS AGREEMENT AND EACH PRICING AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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

Very truly yours,

PLC CAPITAL L.L.C.

By: Protective Life Corporation,
as Managing Member

By: _____
Name:
Title

PROTECTIVE LIFE CORPORATION

By: _____
Name:
Title:

As to Section 8 only:

PROTECTIVE LIFE INSURANCE COMPANY

By: _____
Name:
Title:

PRICING AGREEMENT

Goldman, Sachs & Co.,
[Names of Co-Representatives, if any]

As Representatives of the several Underwriters
named in Schedule I hereto,
c/o Goldman, Sachs & Co.,
85 Broad Street,
New York, New York 10004

..... 19..

Dear Sirs:

PLC Capital L.L.C., a limited liability company formed under the laws of the State of Delaware (the "Company"), and Protective Life Corporation, a Delaware corporation, as guarantor and provider of certain back-up undertakings (the "Guarantor"), propose subject to the terms and conditions stated herein and in the Underwriting Agreement, dated, 1994 (the "Underwriting Agreement"), that the Company shall issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") the Securities specified in Schedule II hereto (the "Designated Securities," [consisting of Firm Securities and any Optional Securities the Underwriters may elect to purchase]). Each of the

provisions of the Underwriting Agreement is incorporated herein by reference in its entirety, and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Pricing Agreement, except that each representation and warranty which refers to the Prospectus in Section 2 of the Underwriting Agreement shall be deemed to be a representation or warranty as of the date of the Underwriting Agreement in relation to the Prospectus (as therein defined), and also a representation and warranty as of the date of this Pricing Agreement in relation to the Prospectus as amended or supplemented relating to the Designated Securities which are the subject of this Pricing Agreement. Each reference to the Representatives herein and in the provisions of the Underwriting Agreement so incorporated by reference shall be deemed to refer to you. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined. The Representatives designated to act on behalf of the Representatives and on behalf of each of the Underwriters of the Designated Securities pursuant to Section 12 of the Underwriting Agreement and the address of the Representatives referred to in such Section 12 are set forth at the end of Schedule II hereto.

An amendment to the Registration Statement, or a supplement to the Prospectus, as the case may be, relating to the Designated Securities, in the form heretofore delivered to you is now proposed to be filed with the Commission.

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Subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, [(a)] the Company agrees to, and the Guarantor agrees to cause the Company to, issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the number of Firm Securities set forth opposite the name of such Underwriter in Schedule I hereto [and, (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Securities, as provided below, the Company agrees to, and the Guarantor agrees to cause the Company to, issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company at the purchase price to the Underwriters set out in Schedule II hereto that portion of the number of Optional Securities as to which such election shall have been exercised].

[The Company hereby grants to each of the Underwriters the right to purchase at their election up to the number of Optional Securities set forth opposite the name of such Underwriter in Schedule I hereto on the terms referred to in the paragraph above for the sole purpose of covering overallotments in the sale of the Firm Securities. Any such election to purchase Optional Securities may be exercised by written notice from the Representatives to the Company and the Guarantor given within a period of 30 calendar days after the date of this

Pricing Agreement, setting forth the aggregate number of Optional Securities to be purchased and the date on which such Optional Securities are to be delivered, as determined by the Representatives but in no event earlier than the First Time of Delivery or, unless the Representatives and the Company and the Guarantor otherwise agree in writing, no earlier than two or later than ten business days after the date of such notice.]

If the foregoing is in accordance with your understanding, please sign and return to us ten counterparts hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters and the Company and the Guarantor. It is understood that your acceptance of this letter on behalf of each of the Underwriters is or will be pursuant to the authority set forth in a form of Agreement among Underwriters, the

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form of which shall be submitted to the Company and the Guarantor for examination, upon request, but without warranty on the part of the Representatives as to the authority of the signers thereof.

Very truly yours,

PLC CAPITAL L.L.C.

By: Protective Life Corporation,
as Managing Member

By: _____
Name:
Title:

PROTECTIVE LIFE CORPORATION

By: _____
Name:
Title:

As to Section 8 of the Underwriting

Agreement only:

As of the date hereof:

PROTECTIVE LIFE INSURANCE COMPANY

Goldman, Sachs & Co.
[Co-Representatives, if any]

By: _____
Name:
Title:

By: _____
(Goldman, Sachs & Co.)

On behalf of each of the Underwriters

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SCHEDULE I

Underwriter -----	Number of Firm Securities to be Purchased -----	Maximum Number of Optional Securities Which May be Purchased -----
Goldman, Sachs & Co.		

Total

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SCHEDULE II

TITLE OF DESIGNATED SECURITIES:

.....% Cumulative Monthly Income Preferred Securities, Series,
(liquidation preference \$..... per Series Preferred Security)

DATE OF ACTION OF THE MANAGING MEMBER ESTABLISHING THE DESIGNATED SECURITIES:

....., 19..

NUMBER OF DESIGNATED SECURITIES:

Number of Firm Securities:

Maximum Number of Optional Securities:

INITIAL OFFERING PRICE TO PUBLIC:

\$..... per security

PURCHASE PRICE BY UNDERWRITERS:

\$..... per security

COMMISSION PAYABLE TO UNDERWRITERS:

\$..... per security

SPECIFIED FUNDS FOR PAYMENT OF PURCHASE PRICE:

[New York] Clearing House Funds

LIQUIDATION PREFERENCE:

\$..... per security

DIVIDEND RATE:

.....% per annum per security

DIVIDEND PAYMENT DATES:

[The last day of each calendar month, commencing, 19..]

DIVIDEND RIGHTS:

As described in the draft prospectus supplement attached hereto.

VOTING RIGHTS:

As described in the draft prospectus supplement attached hereto.

LIQUIDATION RIGHTS:

As described in the draft prospectus supplement attached hereto.

REDEMPTION AND EXCHANGE PROVISIONS:

The Designated Securities may be redeemed, in whole or in part, at the option of the Company on or after, at \$.... per security, plus accrued and unpaid dividends to the date fixed for redemption (the "Redemption Price").

Other redemption provisions, as described in the draft prospectus supplement attached hereto.

SINKING FUND PROVISIONS:

[None]

GUARANTEE:

Payment and Guarantee Agreement, dated as of, 1994, of Protective Life Corporation

TITLE OF DEBENTURES ISSUED BY PROTECTIVE LIFE CORPORATION IN CONNECTION WITH THE ISSUANCE OF THE DESIGNATED SECURITIES:

Series __ Subordinated Debentures due _____ (the "Debentures")

INDENTURE RELATING TO THE DEBENTURES:

Subordinated Indenture, dated as of __, 1994, between Protective Life Corporation and AmSouth Bank, N.A., as Trustee

[FIRST] TIME OF DELIVERY:

....., 19..

CLOSING LOCATION:

NAMES AND ADDRESSES OF REPRESENTATIVES:

Designated Representatives:

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Address for Notices, etc.:

[OTHER TERMS]*:

* A description of particular tax, accounting or other unusual features (including any event risk provisions) of the Designated Securities should be set forth, or referenced to an ATTACHED and ACCOMPANYING description, if necessary to ensure agreement as to the terms of the Securities to be purchased and sold. Such a description might appropriately be in the form in which such features will be described in the Prospectus Supplement for the offering.

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ANNEX II

Pursuant to Section 7(e) of the Underwriting Agreement, the accountants shall furnish letters to the Underwriters to the effect that:

(i) They are independent certified public accountants with respect to the Guarantor and its subsidiaries within the meaning of the Act and the applicable published rules and regulations thereunder;

(ii) In their opinion, the consolidated financial statements and financial statement schedules (and, if applicable, prospective financial statements and/or pro forma financial information) audited by them and included or incorporated by reference in the Registration Statement or the Prospectus comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the related published rules and regulations;

(iii) On the basis of limited procedures, not constituting an audit conducted in accordance with generally accepted auditing standards, consisting of a reading of the unaudited consolidated financial statements and other information referred to below, a reading of the latest available interim financial statements of the Guarantor and its subsidiaries, inspection of the minute books of the Guarantor and its subsidiaries since the date of the latest audited consolidated financial statements included or incorporated by reference in the Prospectus, inquiries of officials of

the Guarantor and its subsidiaries who have responsibility for financial and accounting matters and such other inquiries and procedures (including those for a review of interim financial information as described in SAS 71) as may be specified in such letter, nothing came to their attention that caused them to believe that:

(A) any material modifications should be made to the unaudited condensed consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included or incorporated by reference in the Guarantor's Quarterly Reports on Form 10-Q incorporated by reference in the Prospectus, for them to be in conformity with generally accepted accounting principles;

(B) the unaudited condensed consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included or incorporated by reference in the Guarantor's Quarterly Reports on Form 10-Q, incorporated by reference in the Prospectus, do not comply as to form in all material respects with the applicable accounting requirements of the Exchange Act as it applies to Form 10-Q and the related published rules and regulations;

(C) any unaudited pro forma condensed consolidated financial statements included in or incorporated by reference in the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of Rule 11-02 of Regulation S-X and that the pro forma adjustments have not been properly applied to the historical amounts in the compilation of those statements;

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(D) as of a specified date not more than five days prior to the date of such letter, there was any change in the capital stock, increase in long-term debt, or any decreases in consolidated net current assets or shareholder's equity of the Guarantor and its subsidiaries, or any decreases in consolidated net sales or in the total per share amounts of income before extraordinary items of net income, or any increases in any items specified by the Representatives, in each case as compared with amounts shown in the latest balance sheet included or incorporated by reference in the Prospectus, except in all instances for changes, increases or decreases which the Prospectus discloses have occurred or may occur; and

(iv) In addition to the examination referred to in their report(s) included or incorporated by reference in the Prospectus and the limited procedures, inspection of minute books, inquiries and other procedures referred to in paragraph (iii) above, they have carried out certain specified procedures, not constituting an examination in accordance with generally accepted auditing standards, with respect to certain amounts,

percentages and financial information specified by the Representatives which are derived from the general accounting records of the Guarantor and its subsidiaries, which appear in the Prospectus (excluding documents incorporated by reference) or in Part II of, or in exhibits and schedules to, the Registration Statement specified by the Representatives or in documents incorporated by reference in the Prospectus specified by the Representatives, and have compared certain of such amounts, percentages and financial information with the accounting records of the Guarantor and its subsidiaries and have found them to be in agreement.

All references in this Annex II to the Prospectus shall be deemed to refer to the Prospectus (including the documents incorporated by reference therein) as defined in the Underwriting Agreement as of the date of the letter delivered on the date of the Pricing Agreement for purposes of such letter and to the Prospectus as amended or supplemented (including all documents incorporated by reference therein), in relation to the applicable Designated Securities for purposes of the letter delivered at the Time of Delivery for such Designated Securities.

PLC CAPITAL L.L.C.

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

Dated as of _____, 1994

Draft--April 15, 1994

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of PLC CAPITAL L.L.C. (the "Company"), dated as of _____, 1994, is entered into by and among Protective Life Corporation, a Delaware corporation ("Protective"), and Protective LLC Holding, Inc., a Delaware corporation, and those other Persons who become Members of the Company from time to time, as hereinafter provided.

WHEREAS, Protective and Protective LLC Holding, Inc. have heretofore formed a limited liability company pursuant to the Act by filing the Delaware Certificate with the office of the Secretary of State of the State of Delaware on March 24, 1994 and entering into the Limited Liability Company Agreement of the Company, dated March 24, 1994 (the "Original Agreement"); and

WHEREAS, the Members desire to continue the Company as limited liability company under the Act and to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth below or in the Section of this Agreement referred to below:

"ACCOUNTING PERIOD" shall mean the period beginning on (and including) the day following any Adjustment Date (or, in the case of the first Accounting Period, beginning on the date of formation of the Company) and ending on (and including) the next succeeding Adjustment Date.

"ACT" shall mean the Delaware Limited Liability Company Act, Del. Code Ann. tit. 6 Sections 18-101 ET SEQ. (as from time to time amended and including any successor statute of similar import).

"ACTION" shall have the meaning set forth in Section 3.4.

"ADJUSTMENT DATE" shall mean any of (a) the last day of each Fiscal Year, (b) the day before the date of admission of any additional Member, (c) the day before the date any Capital Contribution is made or deemed to be made, (d) the day before the date a Member ceases to be a member of the Company, (e) the record date of any distribution by the Company, (f) any date so established pursuant to any Action or Actions establishing any series of Preferred Securities or (g) any

other date determined by the Class A Interest Holder as appropriate for a closing of the Company's books.

"AFFILIATE" shall mean, with respect to any Person, any Person directly or indirectly controlled by or controlling or under common control

with such Person (or any successor to any of the foregoing). For the purpose of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have the meanings correlative to the foregoing.

"AGREEMENT" shall mean this Amended and Restated Limited Liability Company Agreement of the Company, as it may be amended, restated or supplemented from time to time as herein provided.

"AVAILABLE CASH" shall mean the excess of (a) the cash and short-term investments of the Company over (b) the aggregate of any reserves established from time to time.

"CAPITAL ACCOUNT" shall have the meaning set forth in Section 3.6.

"CAPITAL CONTRIBUTIONS" shall mean the total amount of cash and other property contributed to the Company by the Members as initial Capital Contributions or additional Capital Contributions pursuant to Article III and, in the case of the Class A Interest Holder and the Class B Interest Holder, pursuant to Section 6.2.

"CODE" shall mean the Internal Revenue Code of 1986, as amended from time to time, and any successor act thereto, and, to the extent applicable, any Treasury Regulations promulgated thereunder.

"CLASS A INTEREST" shall mean the limited liability company interest of Protective, as Class A Interest Holder, in and to the profits and losses of the Company and its right to receive distributions of the Company's assets.

"CLASS B INTEREST" shall mean the limited liability company interest of Protective LLC Holding, Inc., as Class B Interest Holder, in and to the profits and losses of the Company and its right to receive distributions of the Company's assets.

"COMMON INTERESTS" shall mean the Class A Interest and the Class B Interest.

"COMPANY" shall mean the limited liability company heretofore established in accordance with the Original Agreement and hereby continued in accordance with this Agreement by the parties hereto, as such limited liability company may from time to time be constituted.

"COVERED PERSON" shall mean any Member, any Affiliate of a Member or any officers, directors, shareholders, partners, employees, representatives or agents of a Member or their respective Affiliates, or any employee or agent of the Company or its Affiliates.

"DELAWARE CERTIFICATE" shall mean the Certificate of Formation of the Company as provided for pursuant to the Act, as originally filed with the office of the Secretary of State of the State of Delaware, as amended and restated from time to time as herein provided.

"EFFECTIVE DATE" shall have the meaning set forth in Section 2.5.

"FISCAL YEAR" shall mean the period beginning the Effective Date and ending December 31, 1994 and thereafter shall mean the annual period beginning each January 1 and ending the following December 31. The Company shall have the same fiscal year for financial accounting and United States Federal income tax purposes, except as otherwise required by the Code.

"HOLDER" shall mean, as of any date, in the case of (a) the Class A Interest, Protective, (b) the Class B Interest, Protective LLC Holding, Inc. and (c) any Preferred Security, the Person in whose name the interest in and to the profits and losses of the Company and right to receive distributions of the Company's assets established pursuant to the Action or Actions relating to such Preferred Security is registered on the Register.

"INDEMNIFIED PERSON" shall mean the Class A Interest Holder, any Affiliate of the Class A Interest Holder or any officers, directors, shareholders, partners, employees, representatives or agents of the Class A Interest Holder, or any employee or agent of the Company or its Affiliates.

"LIQUIDATION PREFERENCE" shall mean, with respect to any Preferred Security, the liquidation preference for such security pursuant to the Action or Actions establishing such Preferred Security pursuant to Section 3.4.

"MEMBER" shall mean, as of any date, any Person who has been admitted as a member of the Company pursuant to Section 3.1 of this Agreement and has not ceased to be a member of the Company pursuant to Section 3.2, in such Person's capacity as Member.

"NET PROFITS" or "NET LOSSES" shall mean, for any Accounting Period, the net profits or net losses, as the case may be, of the Company for such Accounting Period, determined on the accrual basis method of accounting in accordance with generally accepted accounting principles.

"ORIGINAL AGREEMENT" shall have the meaning set forth in the recitals to this Agreement.

"OUTSTANDING" shall mean, when used with respect to Preferred Securities of any series as of any date, the Preferred Securities of such series theretofore executed and delivered by the Class A Interest Holder on

behalf of the Company pursuant to this Agreement except:

(a) Preferred Securities theretofore cancelled by the Registrar or delivered to the Registrar for cancellation as permitted by the Action relating to such series;

(b) Preferred Securities or portions thereof for which the amount of the final distribution to be made thereon is on deposit with the depository for such series of Preferred Securities in trust for the Holders of such Preferred Securities as provided for in the Action relating to such series;

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(c) Preferred Securities in exchange for or in lieu of which other Preferred Securities have been executed and delivered pursuant to the Action relating to such series; and

(d) Preferred Securities alleged to have been destroyed, lost, mutilated or stolen for which replacement Preferred Securities have been issued pursuant to the Action relating to such series.

"PERCENTAGE INTEREST" shall mean with respect to the Holder of (a) a Common Interest, the ratio that such Holder's aggregate total Capital Contributions bears to the aggregate total Capital Contributions of all the Common Interest Holders and (b) any series of Preferred Securities, the ratio that such Holder's aggregate total Liquidation Preference of such series bears to the aggregate total Liquidation Preferences of all the Holders of such series.

"PERSON" shall mean any individual or any general partnership, limited partnership, corporation, joint venture, trust, limited liability company, business trust, cooperative or association, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

"PREFERRED SECURITIES" shall have the meaning set forth in Section 3.4.

"PROTECTIVE" shall have the meaning set forth in the recitals to this Agreement.

"REGISTRAR" shall mean the Class A Interest Holder or any Person appointed by the Class A Interest Holder to keep the Register.

"REGISTER" shall mean have the meaning set forth in Section 8.1.

"TAX MATTERS PARTNER" shall have the meaning set forth in

Section 8.2(c).

"TRANSFER" shall have the meaning set forth in Section 7.1.

"TREASURY REGULATIONS" shall mean the Federal income tax regulations, including any temporary or proposed regulations, promulgated under the Code, as such Treasury Regulations may be amended from time to time (it being understood that all references herein to specific sections of the Treasury Regulations shall be deemed also to refer to any corresponding provisions of succeeding Treasury Regulations).

ARTICLE II

THE COMPANY

Section 2.1 FORMATION; CONTINUATION. The Class A Interest Holder and the Class B Interest Holder, by execution of the Original Agreement and the filing of the Delaware Certificate, entered into and joined together in, and did thereby form, the Company as a limited liability company under and pursuant to the Act. The Members hereby agree to continue the Company as a limited liability company under and pursuant to the Act.

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Section 2.2 COMPANY NAME. The name of the Company shall be "PLC Capital L.L.C.". The business of the Company shall be conducted under such name or such other name or names as the Class A Interest Holder may from time to time determine in its sole discretion.

Section 2.3 THE DELAWARE CERTIFICATE, ETC. The Class A Interest Holder is hereby designated as an "authorized person," within the meaning of the Act, and has executed and filed the Delaware Certificate with the Secretary of State of the State of Delaware. The Class A Interest Holder hereby agrees to execute, file and record all such other certificates and documents, including amendments to the Delaware Certificate, and to do such other acts as may be appropriate to comply with all requirements for the formation, continuation and operation of a limited liability company, the ownership of property, and the conduct of business under the laws of the State of Delaware and any other jurisdiction in which the Company may own property or conduct business.

Section 2.4 REGISTERED OFFICE AND REGISTERED AGENT. The registered office of the Company shall be c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The registered agent for service of process on the Company in the State of Delaware shall be The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware

19801. The registered office and the registered agent of the Company may be changed by the Class A Interest Holder from time to time in accordance with the then applicable provisions of the Act and any other applicable laws.

Section 2.5 TERM OF COMPANY. The term of the Company commenced on March 24, 1994, the date of the initial filing of the Delaware Certificate with the office of the Secretary of State of the State of Delaware (the "Effective Date"), and shall continue until December 31, 2094, unless it is sooner dissolved pursuant to provisions of Article IX of this Agreement.

Section 2.6 PURPOSES. The Company is formed and continued for the object and purpose of issuing its interests and lending the proceeds thereof to Protective or its subsidiaries in return for debentures or other written evidences of indebtedness in aggregate principal amounts equal to the amounts of such loans, bearing interest at a rate at least equal to the periodic distribution rate, if any, established for the limited liability company interests the proceeds of which are used to make such loans, and engaging in any and all activities that may be incidental or conducive to the foregoing. The Company shall not engage in any other business or activity.

Section 2.7 POWERS. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company, and the Class A Interest Holder on behalf of the Company, shall have the power and is hereby authorized to:

(a) execute, file and deliver any registration statements, amendments and other documents and enter into agreements relating to the issuance and sale by the Company of its Preferred Securities;

(b) loan money to Protective or its Affiliates pursuant to one more loan agreements and exercise all of the powers, duties, rights and responsibilities associated therewith;

(c) take any and all actions necessary, convenient or appropriate as lender, including, subject to the provisions hereof, the granting or approval of waivers,

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consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

(d) invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

(e) determine and make distributions, in cash or otherwise, to Members, in accordance with the provisions of this Agreement and of the Act;

(f) establish or set aside in its sole discretion any reserve or reserves for contingencies and for any other proper Company purpose;

(g) enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any Person affiliated with any of the Members, necessary to, in connection with, or incidental to the accomplishment of the purposes of the Company;

(h) employ or otherwise engage employees and agents (who may be designated as officers with titles) and managers, contractors, advisors and consultants and pay reasonable compensation for such services; and

(i) do such other things and engage in such other activities as may be necessary, convenient or advisable with respect to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

The Company and the Class A Interest Holder on behalf of the Company may enter into and execute, deliver, acknowledge and perform a registration statement and any amendments and supplements thereto, one or more underwriting agreements, one or more indentures relating to any loans made by the Company to Protective, a payment and guarantee agreement and any other contracts or agreements contemplated thereby, or specifically described therein, all without any further act, approval or vote of the Members.

The Class A Interest Holder is hereby authorized to conduct its affairs and to operate the Company in such a way that the Company would not be deemed to be an "investment company" required to be registered under the Investment Company Act of 1940 (the "1940 Act") or taxed as a corporation for Federal income tax purposes and so that any loans made by the Company to Protective or its subsidiaries will be treated as indebtedness for Federal income tax purposes. In this connection, the Class A Interest Holder is (a) authorized to take any action that the Class A Interest Holder determines, in its sole discretion, to be necessary or desirable for such purposes that (i) is not inconsistent with applicable law, the Delaware Certificate or this Agreement and (ii) does not adversely affect the Holders of any Preferred Securities Outstanding and (b) directed not to take actions, not otherwise contemplated by this Agreement, that would cause the Company to be deemed to be an "investment company" under the 1940 Act or taxed as a corporation for Federal income tax purposes or would cause any loans made by the Company to Protective not to be treated as indebtedness for Federal income tax purposes.

consolidate or merge with, or convey, transfer or lease its properties and assets substantially as an entirety to any Delaware limited liability company or other "business entity" (as defined in the Act), except pursuant to this Section 2.8, and subject to any additional restrictions or requirements under any Action or Actions establishing any series of Preferred Securities. The Class A Interest Holder may, without the consent of the Holders of any series of Preferred Securities or the Class B Interest, cause the Company to consolidate or merge with or into a business entity formed under the laws of the United States or any state or jurisdiction thereof or therein; PROVIDED that (a) such successor business entity expressly assumes all of the obligations of the Company under any series of Preferred Securities then outstanding, (b) Protective expressly acknowledges such successor as the holder of the loans to Protective pertaining to each series of Preferred Securities then outstanding, (c) such merger or consolidation does not cause any series of Preferred Securities then outstanding to be delisted by any national securities exchange or other organization on which such Preferred Securities are then listed, (d) such merger or consolidation does not cause the any Preferred Securities then outstanding to be downgraded by any "nationally recognized statistical rating organization," as that term is defined by the Securities and Exchange Commission for purposes of Rule 436(g)(2) under the Securities Act of 1933, (e) such merger or consolidation does not adversely affect the powers, preferences and other special rights of holders any Preferred Securities then Outstanding and (f) prior to such merger or consolidation the Company shall have received an opinion of independent counsel of nationally recognized standing to the effect that (i) Holders of any Preferred Securities then Outstanding will not recognize any gain or loss for Federal income tax purposes as a result of such merger or consolidation, (ii) such successor business entity will be treated as a partnership for Federal income tax purposes and such merger or consolidation will not otherwise cause the Company to be subject to Federal income tax or more than a de minimis amount of other taxes, (iii) following such merger or consolidation, Protective and such successor business entity are and will be in compliance with the Investment Company Act of 1940, as amended, without registering thereunder as an investment company and (iv) such merger or consolidation will not adversely affect the limited liability of Holders of any Preferred Securities Outstanding.

ARTICLE III

MEMBERS; CAPITAL CONTRIBUTIONS

Section 3.1 ADMISSION OF MEMBERS. (a) By execution of this Agreement, the Class A Interest Holder and the Class B Interest Holder hereby continue as members of the Company and shall have such rights in and to the profits and losses of the Company and rights to receive distributions of the Company's assets, and such other rights and obligations, as provided herein.

(b) Without execution of this Agreement, upon the issuance of Preferred Securities as provided in this Article and payment by a Person for the Preferred Securities acquired by it, which payment constitutes a request by such Person that the Register reflect its admission as a member of the

Company, such Person shall be admitted to the Company as a Member and shall become bound by this Agreement, and the Register shall be adjusted to reflect such admission.

(c) If a Holder of any Preferred Securities transfers any such Preferred Securities pursuant to Section 7.2, the transferee of such Preferred Securities shall, without execution of this Agreement or the consent of any Member, upon its acquisition of Preferred Securities and its written request that the Register reflect its admission as a member of the Company, be admitted to the Company

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as a member of the Company and become bound by this Agreement, and the Register shall be adjusted to reflect such transfer and admission.

Section 3.2 CESSATION OF MEMBERSHIP. No Member shall resign from the Company prior to the dissolution and winding up of the Company. A Preferred Security Holder shall cease to be a member of the Company upon a transfer of its entire limited liability company interest in the Company in compliance with this Agreement or upon the redemption of such Holder's entire limited liability company interest in the Company as provided herein.

Section 3.3 COMMON INTERESTS. (a) CLASS A INTEREST. (i) INITIAL CAPITAL CONTRIBUTIONS. As of the date hereof, the Class A Interest Holder shall have contributed \$7,500 to the Company as its initial Capital Contribution.

(ii) ADDITIONAL CAPITAL CONTRIBUTIONS OF CLASS A INTEREST HOLDER. Upon the issuance of any Preferred Securities, the Class A Interest Holder shall make additional Capital Contributions to the Company such that, as of any Adjustment Date, that the total Capital Contributions of the Class A Interest Holder shall equal not less than 20% of the total Capital Contributions of all the Members.

(iii) FORM OF CLASS A INTEREST. The Class A Interest shall not be evidenced by certificate or other written instrument, but shall only be evidenced by this Agreement.

(iv) CLASS A INTEREST HOLDER AS PREFERRED SECURITIES HOLDER. Subject to the terms of any Action or Actions establishing a series of Preferred Securities and applicable law (including, without limitation, United States Federal securities laws), the Class A Interest Holder and its Affiliates may at any time and from time to time purchase outstanding Preferred Securities (or beneficial interests therein) by tender, in the open market or by private agreement.

(b) CLASS B INTEREST. (i) INITIAL CAPITAL CONTRIBUTIONS. As of the date hereof, the Class B Interest Holder shall have contributed

\$2,500 to the Company as its initial Capital Contribution.

(ii) ADDITIONAL CAPITAL CONTRIBUTIONS OF CLASS B INTEREST HOLDER. Upon the issuance of any Preferred Securities, the Class B Interest Holder shall make additional Capital Contributions to the Company such that, as of any Adjustment Date, the total Capital Contributions of the Class B Interest Holder shall equal not less than 1% of the total Capital Contributions of all the Members.

(iii) FORM OF INTEREST. The Class B Interest shall not be evidenced by certificate or other written instrument, but shall only be evidenced by this Agreement.

(iv) CLASS B INTEREST HOLDER AS PREFERRED SECURITIES HOLDER. Subject to the terms of any Action or Actions establishing a series of Preferred Securities and applicable law (including, without limitation, United States Federal securities laws), the Class B Interest Holder and its Affiliates may at any time and from time to time purchase outstanding Preferred Securities (or beneficial interests therein) by tender, in the open market or by private agreement.

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Section 3.4 PREFERRED SECURITIES. (a) The Company is authorized to issue preferred limited liability company interests having such designations, stated value, rights, privileges, restrictions, preferences and other terms and provisions as may from time to time be established in a written action or actions (each, an "ACTION") of the Class A Interest Holder providing for issue of such series as hereinafter provided (such interests, the "PREFERRED SECURITIES") and having terms generally consistent with those set forth in the Form of Action attached as Annex A hereto (other than changes that would not materially adversely affect the ability of the Company to make full and timely periodic distributions or payments upon liquidation to the Holders of any Outstanding Preferred Securities). In connection with the foregoing, subject to the provisions of this Section 3.4, the Class A Interest Holder is expressly authorized to issue one or more series of Preferred Securities, and with respect to each such series to establish by Action or Actions providing for the issue of such series:

(i) the maximum number of Preferred Securities to constitute such series and the distinctive designation thereof;

(ii) whether the Preferred Securities of such series shall have voting rights, in addition to any voting rights provided by law, and, if so, the terms of such voting rights;

(iii) the periodic distribution rate, if any, on the Preferred Securities of such series, the conditions and dates upon which such

distributions shall be payable, the preference or relation which such distributions shall bear to the periodic distributions payable on any other class or classes of limited liability company interests in the Company or on any other series of Preferred Securities, and whether such distributions shall be cumulative or noncumulative;

(iv) whether the Preferred Securities of such series shall be subject to redemption by the Company, and if made subject to redemption, the time, prices and other terms and conditions of such redemption;

(v) the rights of the Holders of Preferred Securities of such series upon the dissolution, liquidation or winding up of the Company;

(vi) whether or not the Preferred Securities of such series shall be subject to the operation of a retirement or sinking fund and, if so, the extent to and manner in which any such retirement or sinking fund shall be applied to the purchase or redemption of the Preferred Securities of such series for retirement or to other Company purposes and the terms and provisions relative to the operation thereof;

(vii) whether or not the Preferred Securities of such series shall be convertible into, or exchangeable for, limited liability company interests of any other class or classes, or of any other series of Preferred Securities, or securities of any other kind, including securities issued by the Class A Interest Holder or any of its Affiliates, and if so convertible or exchangeable, the price or prices or the rate or rates of conversion or exchange and the method, if any, of adjusting the same;

(viii) the limitations and restrictions, if any, to be effective while any Preferred Securities of such series are outstanding upon the payment of periodic distributions or

other distributions on, and upon the purchase, redemption or other acquisition by the Company of any other class or classes of limited liability company interests or any other series of Preferred Securities ranking junior to the Preferred Securities of such series as to periodic distributions or distributions of assets upon liquidation;

(ix) the conditions or restrictions, if any, upon the creation of indebtedness of the Company or upon the issue of any additional limited liability company interests (including additional Preferred Securities of such series or any other series) ranking on a parity with or prior to the Preferred Securities of such series as to periodic distributions or distributions of assets upon liquidation; and

(x) such other relative rights, powers and duties as shall not be

inconsistent with this Section 3.4.

(b) All Preferred Securities of any one series shall be identical with each other in all respects, except that Preferred Securities of any one series issued at different times may differ as to the dates from which periodic distributions, if any, thereon shall be cumulative; and all other series of Preferred Securities shall rank equally and be identical in all respects, except as permitted by paragraph (a) of this Section 3.4; and all Preferred Securities shall rank senior to the Class A Interest and the Class B Interest both as to periodic distributions and distributions of assets upon liquidation.

(c) In connection with the foregoing and without limiting the generality thereof, the Class A Interest Holder is hereby expressly authorized to take any action, including amendment of this Agreement, without the vote or approval of any Member, including any Action to create under the provisions of this Agreement a class (or series of a class) or group of limited liability company interests that was not previously outstanding. Without the vote or approval of any Member, the Class A Interest Holder may execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection with the issue from time to time of Preferred Securities in one or more series as shall be necessary, convenient or desirable to reflect the issue of such series. The Class A Interest Holder shall do all things it deems to be appropriate or necessary to comply with the Act and is authorized and directed to do all things it deems necessary or permissible in connection with any future issuance, including compliance with any statute, rule, regulation or guideline of any Federal, state or other governmental agency or any securities exchange.

(d) Any Action or Actions of the Class A Interest Holder pursuant to the provisions of this Section 3.4 shall constitute an amendment and supplement to and part of this Agreement.

(e) In the event of the dissolution, liquidation or winding up of the Company, before any payment or distributions of the assets of the Company shall be made or set apart for the Holders of any class or classes of limited liability company interests in the Company ranking junior to the Preferred Securities upon liquidation, the Holders of the Preferred Securities shall be entitled to receive payment of the amount fixed in the Action or Actions establishing such series, plus, (if periodic distributions on Preferred Securities shall be cumulative) an amount equal to all periodic distributions (whether or not earned or declared) accumulated or accrued to the date of final distribution to such Holders and no more. If, upon the dissolution, liquidation or winding up of the Company, the assets of the Company, or proceeds thereof, distributable among the Preferred Securities shall be insufficient to pay in full the preferential amounts described above, then such assets, or the proceeds thereof, shall be distributed among the Preferred Securities Holders ratably in accordance with the respective amounts that would be

payable on their respective Preferred Securities if all amounts payable thereon were paid in full (taking into account the relative rank of the respective series of Preferred Securities). For the purpose of this paragraph (e), the voluntary sale, conveyance, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all of the property or assets of the Company shall be deemed a voluntary dissolution, liquidation or winding up of the Company, but a consolidation or merger of the Company with one or more business entities shall not be deemed to be a dissolution, liquidation or winding up, voluntary or involuntary.

Section 3.5 CAPITAL ACCOUNTS. A separate capital account (a "Capital Account") shall be established and maintained for each Member, including any substituted or additional Member who shall hereafter acquire an interest in the Company, in accordance with the following provisions:

(a) To each Member's Capital Account there shall be credited (i) the amount of cash and fair market value of the property actually contributed by or on behalf of such Member to the Company (including, in the case of any issue of any series of Preferred Securities pursuant to Section 3.4, the proceeds of such issuance) and (ii) such Member's allocable share of Net Profits.

(b) To each Member's Capital Account there shall be debited (i) the amount of cash and the fair market value of any property distributed to such Member pursuant to any provision of this Agreement (including any periodic distribution or any distribution in liquidation of any Member's interest in the Company (whether in whole or in part) and (ii) such Member's allocable share of Net Losses.

(c) A Member shall not be entitled to withdraw any part of its Capital Account or to receive any distributions from the Company except as provided in Article VI; nor shall a Member be entitled to make any loan or Capital Contribution to the Company other than as expressly provided herein. No loan made to the Company by any Member shall constitute a Capital Contribution to the Company for any purpose.

(d) Except as required by the Act, no Member shall have any liability for the return of the Capital Contribution of any other Member. A Member who has more than one limited liability company interest in the Company shall have a single Capital Account that reflects all such interests, regardless of the class of interest owned and regardless of the time or manner in which the interests were acquired.

Section 3.6 TRANSFERS OF CAPITAL ACCOUNTS. Upon any transfer of a limited liability company interest in the Company as provided in this Agreement, the transferee shall succeed to the allocable portion of the transferor's Capital Account.

ARTICLE IV

DISTRIBUTIONS

Section 4.1 PERIODIC DISTRIBUTIONS. (a) Holders of Preferred Securities shall receive periodic distributions, if any, in accordance with the Action or Actions establishing such series and the applicable provisions of Section 3.4.

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(b) The Common Interest Holders shall, subject to the terms of any Action or Actions establishing a series of Preferred Securities, and subject to the applicable provisions of Section 3.4 and the Act, be entitled to receive periodic distributions as and when determined by the Class A Interest Holder in its sole discretion.

Section 4.2 ALLOCATIONS OF PERIODIC DISTRIBUTIONS. Subject to the terms of any Action or Actions establishing a series of Preferred Securities, and subject to the applicable provisions of Section 3.4, periodic distributions shall be made to the Common Interest Holders and among the Common Interest Holders in accordance with their Percentage Interests.

Section 4.3 RESTRICTED DISTRIBUTIONS. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its limited liability company interest in the Company if such distribution would violate Section 18-607 of the Act or other applicable law.

ARTICLE V

ALLOCATIONS

Section 5.1 ALLOCATION OF NET PROFITS. Subject to the terms of any Action or Actions establishing a series of Preferred Securities, and subject to the applicable provisions of Section 3.4, the Net Profits and Net Losses of the Company shall be allocated on the last calendar day of each Accounting Period to the Class A Interest Holder and the Class B Interest Holder and among the Class A Interest Holder and the Class B Interest Holder in proportion to the positive balances of their relative Capital Accounts.

Section 5.2 TAX ALLOCATIONS. Subject to the terms of any Action or Actions establishing a series of Preferred Securities, for Federal, state and local income tax purposes, all income, gain, loss and deduction (and items thereof) of the Company shall be allocated among the Members in a manner that will cause the algebraic sum (determined on a cumulative basis from inception of the Company) of taxable income, gain, loss and deduction

allocated to any Member to represent the same proportion of the algebraic sum (determined on a cumulative basis from inception of the Company) of Net Profits and Net Losses allocated to such Member as the algebraic sum (determined on a cumulative basis from inception of the Company) of taxable income, gain, loss and deduction of the Company (including for this purpose income deemed realized pursuant in connection with any property distributed in kind) represents of the algebraic sum (determined on a cumulative basis from inception of the Company) of the Company's Net Profits and Net Losses. Notwithstanding the foregoing, the Class A Interest Holder shall have the power to make such allocations for Federal, state and local income tax purposes as may be necessary to maintain substantial economic effect, or to insure that such allocations are in accordance with the interests of the Members in the Company, in each case within the meaning of the Code and any Treasury Regulations thereunder. All matters concerning allocations for Federal, state and local income tax purposes, including accounting procedures, not expressly provided for by the terms of this Agreement shall be equitably determined in good faith by Class A Interest Holder.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

Section 6.1 LIMITED LIABILITY OF PREFERRED SECURITIES HOLDERS. Except as otherwise provided by the Act, no Preferred Securities Holder will be liable for the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, which debts, obligations and liabilities shall be solely the debts, obligations and liabilities of the Company.

Section 6.2 LIABILITY OF THE COMMON INTEREST HOLDERS. (a) The Common Interest Holders, in their respective capacities as such, hereby assume and shall be liable for the obligations and liabilities, whether arising in contract, tort or otherwise of the Company (other than obligations of the Company to make payments to the Holders of any Preferred Securities in their capacities as Holders), including without limitation:

(i) all expenses of the Company, the Common Interest Holders or their Affiliates relating to the organization of the Company;

(ii) all expenses related to the business of the Company and all administrative expenses of the Company, including the maintenance of books and records of the Company, the preparation and dispatch to the Members of distributions, financial reports, tax returns and notices required pursuant to this Agreement or in connection with the holding of

any meetings of the Members;

(iii) all expenses incurred in connection with any litigation or arbitration involving the Company (including the cost of any investigation and preparation) and the amount of any judgment or settlement paid in connection therewith (other than expenses incurred by the Common Interest Holders in connection with any litigation or arbitration brought by or on behalf of any Member against the Common Interest Holders);

(iv) all expenses for indemnity or contribution payable by the Company to any Person;

(v) all expenses incurred in connection with the collection of amounts due to the Company from any Person;

(vi) all expenses incurred in connection with the preparation of amendments to this Agreement;

(vii) all taxes that may be imposed on the Company (other than withholding or other similar taxes imposed on the Company as payor or paying agent); and

(viii) all expenses incurred in connection with the dissolution, liquidation and winding up of the Company.

It is intended that the foregoing impose the same obligation on the Common Interest Holders as each would have as a general partner of a limited partnership organized under the Delaware Revised Uniform Limited Partnership Act.

(b) Any payment made by any Common Interest Holder pursuant to its obligations under this Section 6.2 shall be considered an additional Capital Contribution.

Section 6.3 OTHER BUSINESS; COMPENSATION, ETC. (a) In accordance with Section 18-107 of the Act, the Members (including the Common Interest Holders) may lend money to, borrow money from, act as surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with, the Company and, subject to applicable law, shall have the same rights and obligations with respect to any such matter as a Person who is not a Member.

(b) The Members and any of their respective Affiliates may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. None of

the Company or other Members shall have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

Section 6.4 EXCULPATION AND INDEMNIFICATION.

(a) EXCULPATION. No Indemnified Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Indemnified Person by this Agreement, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person's gross negligence or willful misconduct.

(b) RELIANCE ON REPORTS AND INFORMATION. An Indemnified Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Indemnified Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

(c) INDEMNIFICATION. To the fullest extent permitted by applicable law, an Indemnified Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Indemnified Person by reason of any act or omission performed or omitted by such Indemnified Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Indemnified Person by this Agreement, except that no Indemnified Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Indemnified Person by reason of gross negligence or willful misconduct with respect to such acts or omissions; PROVIDED, HOWEVER, that any indemnity under this Section 6.4(c) shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

(d) EXPENSES. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by an Indemnified Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim,

demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall be determined that the Indemnified Person is not entitled to be indemnified as authorized in Section 6.4(c) hereof.

(e) DUTIES. To the extent that, at law or in equity, an Indemnified Person has duties (including fiduciary duties) and liabilities to the Company or any other Covered Person, no such Indemnified Person shall be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of any Indemnified Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Indemnified Person.

(f) DISCRETION. Whenever in this Agreement an Indemnified Person is permitted or required to make a decision (i) in its "discretion" or under a grant of similar authority or latitude, the Indemnified Person shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person, or (ii) in its "good faith" or under another express standard, the Indemnified Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

Section 6.5 MANAGEMENT AND CONTROL. In accordance with Section 18-402 of the Act, management and control of the Company shall be vested in the Class A Interest Holder and all decisions with respect to the management and control of the Company shall be made by the Class A Interest Holder. There shall not be a "manager" (within the meaning of the Act) of the Company. The Class A Interest Holder shall manage the Company in accordance with this Agreement. In such capacity, the Class A Interest Holder is an agent of the Company's business, and the actions of the Class A Interest Holder taken in accordance with this Agreement shall bind the Company. Except as expressly provided herein or in the Action or Actions establishing any series of Preferred Securities, the Class B Interest Holder and Preferred Security Holders will have no right to participate in the management and control of the Company or have the right or power to vote on any question or matter or in any proceeding or to be represented at, or receive notice of, any meeting of Members. The Class B Interest Holder and the Preferred Securities Holders shall not be agents of the Company and shall not have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

Section 6.6 MEETINGS OF MEMBERS. (a) Meetings of the Members of any class (or series thereof) or of all classes (or series thereof) of the Company's Members may be called at any time by the Class A Common Interest Holder or as provided in any Action or Actions establishing a series of Preferred Securities. Except to the extent otherwise provided in any such Action, the provisions of this Section 6.6 shall apply to meetings of Members.

(b) The Class A Interest Holder may fix a date not more than 60 nor less than 10 days preceding the date of any meeting of Members, or preceding the last day on which the consent of Members may be effectively expressed for any purpose without a meeting, as a record date for the

determination of the Members entitled (i) to notice of, and to vote at, such meeting and any adjournment thereof or (ii) to express such consent, and, in either such case, such Members, and only such Members as shall be Members of record on the date so fixed, shall be entitled to notice of, and to vote at, such meeting and any adjournment thereof, or to express such consent, as the case may be, notwithstanding

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any transfer of any limited liability company interest in the Company on the Register after any such record date fixed as aforesaid.

(c) Except as otherwise provided by law, the holders of a majority of the limited liability company interests in the Company entitled to vote at the meeting shall constitute a quorum at all meetings of the Members. If a class or series of a class of limited liability interests in the Company is entitled to vote as such a class or series at a meeting of Members, holders of a majority of the limited liability company interests of such class or series entitled to vote at such meeting shall constitute a quorum at such meeting. In the absence of a quorum, the holders of a majority of all such limited liability company interests present in person or by proxy may adjourn any meeting, from time to time, until a quorum shall be present. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

(d) Except as otherwise provided by law or by this Agreement, every Member who is entitled to vote shall at every meeting of the Members be entitled to one vote for each limited liability company interest in the Company held by such Member on the record date. Except as otherwise provided by law, no vote on any question upon which a vote of the Members may be taken need be by ballot unless the Class A Interest Holder shall determine that it shall be by ballot or the holders of a majority of the limited liability company interests present in person or by proxy and entitled to participate in such vote shall so demand. In a vote by ballot each ballot shall state the number of limited liability company interests voted and the name of the Member or proxy voting. Unless otherwise provided by law or by this Agreement (including any Action), all questions shall be decided by the vote of the holders of a majority of the limited liability company interests present in person or by proxy at the meeting and entitled to vote on the question. In determining the number of limited liability company interests represented by the Common Interests, each Common Interest Holder shall be treated as having a number of limited liability company interests equal to such Common Interest Holder's aggregate total Capital Contributions (excluding Capital Contributions made by such Person pursuant to Section 6.2) divided by the sum of (x) the aggregate total Capital Contributions of all the Common Interest Holders (excluding Capital Contributions made by any Common Interest Holder pursuant to Section 6.2) and (y) the aggregate total Capital Contributions of any other series or class of limited liability company interest in the

Company then Outstanding.

(e) Each Member entitled to vote at a meeting of Members or to express consent to Company action in writing without a meeting may authorize another person or persons to act for him by proxy. A proxy acting for any Member shall be duly appointed by an instrument in writing subscribed by such Member.

(f) Any action required to or which may be taken at a meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the Holders of outstanding limited liability company interests in the Company having not less than the minimum number of votes that would be necessary to authorize such action at a meeting at which all limited liability company interests in the Company entitled to vote thereon were present and voted and shall be delivered to the Company by delivery to the Class A Interest Holder (who shall have custody of the books in which proceedings of meetings of Members are recorded).

(g) The Class A Interest Holder, in its sole discretion, shall establish all other provisions relating to meetings of Members, including notice of the time, place or purpose of any

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meeting at which any matter is to be voted on by any Members, waiver of any such notice, action by consent without a meeting, the establishment of a record date, quorum requirements, voting in person or by proxy or any other matter with respect to the exercise of any such right to vote, in accordance with Section 18-302(c) of the Act.

Section 6.7 MISCELLANEOUS. (a) The Members shall not be required to lend any funds to the Company.

(b) Each of the Members shall only be liable to make payment of its respective Capital Contributions as and when due hereunder and other payments as expressly provided in this Agreement. If and to the extent a Member's Capital Contribution shall be fully paid, such Member shall not, except as required by the express provisions of the Act regarding repayment of sums wrongfully distributed to Members, be required to make any further Capital Contributions.

ARTICLE VII

TRANSFERS OF INTERESTS, ETC.

Section 7.1 COMMON INTERESTS. Neither the Class A Interest Holder nor the Class B Interest Holder may sell, transfer, alienate, assign, encumber, pledge, grant or option, or otherwise dispose of (any of the foregoing a "TRANSFER") any of its Class A Interest or Class B Interest, as the case may be.

Section 7.2 PREFERRED SECURITIES. The right to, and restrictions on, any Transfer of any series of Preferred Securities shall be established in the relevant Action or Actions establishing such series.

Section 7.3 NONRECOGNITION OF CERTAIN TRANSFERS. Notwithstanding any other provision of this Agreement, any Transfer of any limited liability company interest in the Company in contravention of any of the provisions of this Article shall be void and ineffective, and shall not bind, or be recognized by, the Company.

ARTICLE VIII

BOOKS; ACCOUNTING; TAX ELECTIONS; REPORTS

Section 8.1 BOOKS AND RECORDS. The Class A Interest Holder shall keep, or cause to be kept, complete and accurate books and records of account of the Company. The books of the Company (other than books required to maintain Capital Accounts) shall be kept on the accrual basis of accounting, and otherwise in accordance with generally accepted accounting principles consistently applied, and shall at all times be maintained or made available at the principal business office of the Company. A current list of the full name and last known business address of each Member, set forth in alphabetical order (the "REGISTER"), a copy of the Delaware Certificate, including all certificates of amendment and/or restatement thereto and executed copies of all powers of attorney pursuant to which

the Delaware Certificate or any certificate of amendment and/or restatement has been executed, copies of the Company's Federal, state and local income tax returns and reports, if any, for the three most recent years, copies of the Agreement and of any financial statements of the Company for the three most recent years and all other records required to be maintained pursuant to the Act, shall be maintained at the principal business office of the Company. Such books and records of account of the Company shall be open to inspection and examination at reasonable times by each Member and its duly authorized representative for any purpose reasonably related to such Member's interest in the Company. Notwithstanding any other provision of this Agreement, the Class A Interest Holder may, to the maximum extent permitted by applicable law, keep confidential from the Members any information the disclosure of which the Class A Interest Holder reasonably believes is not in the best interests of the Company or is adverse to the interests of the Company or which the Company

or the Class A Interest Holder is required by law or by an agreement with any other Person to keep confidential.

Section 8.2 FILINGS OF RETURNS AND OTHER WRITINGS; TAX MATTERS PARTNER; TAX ELECTIONS. (a) The Class A Interest Holder shall cause the preparation and timely filing of all Company tax returns and shall, on behalf of the Company, timely file all other writings required by any governmental authority having jurisdiction to require such filing.

(b) After the end of each Fiscal Year, the Class A Interest Holder shall cause to be prepared and transmitted, as promptly as possible, and in any event within 90 days of the close of the Fiscal Year, a Federal income tax form K-1 (and any successor form thereto) and such other tax information as may be required by law.

(c) Unless and until the Members shall otherwise agree, the Class A Interest Holder shall serve as the "tax matters partner" (as such term is defined in Section 6231(a)(7) of the Code, the "Tax Matters Partner") for purposes of Section 6231 of the Code.

(d) Promptly following the written request of the Tax Matters Partner, the Company shall, to the fullest extent permitted by law, reimburse and indemnify the Tax Matters Partner for all reasonable expenses, including reasonable legal and accounting fees, claims, liabilities, losses and damages incurred by the Tax Matters Partner in connection with any administrative or judicial proceeding with respect to the tax liability of the Members.

(e) The provisions of this Section 8.2 shall survive the termination of the Company or the termination of any Member's interest in the Company and shall remain binding on the Members for as long a period of time as is necessary to resolve with the Internal Revenue Service any and all matters regarding the Federal income taxation of the Company or the Members.

(f) The Class A Interest Holder may, in its discretion, make the election provided for in Section 754 of the Code.

ARTICLE IX

TERMINATION

Section 9.1 EVENTS OF DISSOLUTION. (a) In accordance with Section 18-801 of the Act, the Company shall be dissolved and the affairs of the Company wound up upon the occurrence of any of the following events:

(i) a unanimous written decision of the Members to dissolve the

Company;

(ii) the death, retirement, resignation, expulsion, bankruptcy (as defined in Section 18-304 of the Act) or dissolution of a Common Interest Holder or the occurrence of any other event which terminates the continued membership of a Common Interest Holder in the Company, unless, if there is more than one Member remaining, the business of the Company is continued by the consent of all the remaining Members within ninety days following the occurrence of any such event;

(iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act;

(iv) in any event, at 12:00 midnight on December 31, 2094.

(b) Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided herein and a certificate of cancellation of the Delaware Certificate has been filed with the Secretary of State of the State of Delaware.

(c) The Company shall not be dissolved by the admission of Members in accordance with the terms of this Agreement. Except as provided in Section 9.1(a)(iii), the death, retirement, resignation, expulsion, bankruptcy (as defined in Section 18-304 of the Act) or dissolution of a Member or the occurrence of any event that terminates the continued membership of a Member in the Company, shall not cause the Company to be dissolved and its affairs wound up so long as the Company at all times has at least two Members. Upon the occurrence of any such event, the business of the Company shall be continued without dissolution.

Section 9.2 PROCEEDS OF LIQUIDATION. Upon dissolution of the Company, the Class A Interest Holder, as liquidating trustee, shall immediately commence to wind up the Company's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. Upon the liquidation of the Company, all proceeds resulting therefrom (or from any other source during the period of winding up of the Company) shall be applied (i) first, to creditors of the Company, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, subject to the terms of any Action or Actions establishing a series of Preferred Securities, and subject to the applicable provisions of Section 3.4, to the Members in proportion to and to the extent of the positive balances of the Capital Accounts of the Members (after reflecting in such Capital Accounts all adjustments thereto necessitated by (x) all other Company transactions for the Fiscal Year of the Company in which such liquidation occurs prior to or simultaneously with such liquidation and (y) such liquidation).

Section 9.3 APPLICATION OF ASSETS. Subject to the terms of any

Action or Actions establishing a series of Preferred Securities, and subject to the applicable provisions of Section 3.4, in the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its

affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 9.2.

Section 9.4 GAINS OR LOSSES IN PROCESS OF LIQUIDATION. Subject to the terms of any Action or Actions establishing a series of Preferred Securities, and subject to the applicable provisions of Section 3.4, any gain or loss on disposition of Company property in the process of liquidation shall be credited or charged to the Capital Accounts of each Member in accordance with the provisions of Article V. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold at its fair market value and the cash proceeds were distributed. The difference between the fair market value of property distributed in kind and its book value shall be treated as a gain or loss on the sale of such property and shall be credited or charged to the Capital Account of each Member in accordance with Article V; PROVIDED, HOWEVER, that no Member shall have the right to request or require the distribution of the assets of the Company in kind.

ARTICLE X

MISCELLANEOUS

Section 10.1 AMENDMENT TO THE AGREEMENT. Except as otherwise provided in this Agreement or by any applicable terms of any Action or Actions establishing a series of Preferred Securities, this Agreement may be amended by, and only by, a written instrument executed by the Class A Common Interest Holder; PROVIDED, HOWEVER, that (a) no amendment shall be made, and any such purported amendment shall be void and ineffective, unless the Company shall have received an opinion of independent counsel that, after giving effect to the amendment, the Company will be treated as a partnership for United States Federal income tax purposes and (b) the terms of any Action or Actions establishing a series of Preferred Securities may be amended as set forth in such Action or Actions.

Section 10.2 NOTICES. (a) Any and all notices, consents, offers, elections and other communications required or permitted under this Agreement shall be deemed adequately given only if in writing and the same shall be delivered either in hand or by mail or Federal Express or similar expedited commercial carrier, addressed to the recipient of the notice, postage prepaid and registered or certified with return receipt requested (if by mail), or with all freight charges prepaid (if by Federal Express or

similar carrier).

(b) All notices, demands, and requests to be sent hereunder shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal.

(c) All such notices, demands and requests shall be addressed as follows: (i) if to Protective, at P.O. Box 2606, Birmingham, Alabama, 35202, Attention: Deborah J. Long, Esq., Senior Vice President and General Counsel, Facsimile: (205) 868-3597, Telephone: (205) 879-9230, if to Protective LLC Holding, Inc., at P.O. Box 2606, Birmingham, Alabama, 35202, Attention: Deborah J. Long, Esq., Facsimile: (205) 868-3597, Telephone: (205) 879-9230 and (iii) if to the Company, at P.O. Box 2606, Birmingham, Alabama, 35202, Deborah J. Long, Esq., Facsimile: (205) 868-3597, Telephone: (205) 879-9230.

(d) By giving to the other parties written notice thereof, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term

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of this Agreement to change their respective addresses effective upon receipt by the other parties of such notice and each shall have the right to specify as its address any other address within the United States of America.

Section 10.3 WORD MEANINGS. The words such as "herein", "hereinafter", "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

Section 10.4 BINDING PROVISIONS. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assigns of the respective parties hereto.

Section 10.5 APPLICABLE LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. IN THE EVENT OF A CONFLICT BETWEEN ANY PROVISION OF THIS AGREEMENT AND ANY NONMANDATORY PROVISION OF THE ACT, THE PROVISION OF THIS AGREEMENT SHALL CONTROL AND TAKE PRECEDENCE.

Section 10.6 SEPARABILITY OF PROVISIONS. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this

Agreement which are valid, enforceable and legal.

Section 10.7 TITLES. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

Section 10.8 FURTHER ASSURANCES. The Members shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

Section 10.9 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement.

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Section 10.10 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and supersedes all prior understandings or agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first-above written.

PROTECTIVE LIFE CORPORATION

John D. Johns
Executive Vice President

PROTECTIVE LLC HOLDING, INC.

R. Stephen Briggs
Executive Vice President

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FORM OF ACTION

TERMS OF THE []% CUMULATIVE
MONTHLY INCOME PREFERRED SECURITIES, SERIES []

Protective Life Corporation, a Delaware corporation ("Protective" or the "Class A Interest Holder") and the Class A Interest Holder of PLC Capital L.L.C., a limited liability company formed under the laws of the State of Delaware (the "Company"), HEREBY CERTIFIES:

1. That pursuant to the terms of the Amended and Restated Limited Liability Company Agreement of the Company, dated _____, 1994, among Protective, Protective LLC Holding, Inc., a Delaware corporation, and the other Persons who become Members of the Company from time to time as therein provided (the "Agreement"), the Company authorized the creation of preferred limited liability interests in the Company (the "Preferred Securities"); and

2. That by this duly adopted Action of the Class A Interest Holder, on behalf of the Company dated _____, the Class A Interest Holder, pursuant to authority granted to it in the Agreement, authorized the sale and issuance of _____ Series [] Preferred Securities having such designations, stated value, rights, privileges, restrictions, preferences and other terms and provisions as the Class A Interest Holder authorized or approved as set forth below:

DECLARED, that pursuant to the Agreement, the Class A Interest Holder hereby authorizes the issuance of a series of Preferred Securities, liquidation preference [\$] per Preferred Security, of the Company and hereby fixes the number, voting powers, designation, preferences, participating, optional or other special rights and the qualifications, limitations or restrictions of, and other matters relating to, said series as follows (capitalized terms used herein without definition have the meanings ascribed to such terms in the Agreement):

1. DESIGNATION. []% Cumulative Monthly Income Preferred Securities, Series [], _____ securities of the Preferred Securities of the Company, liquidation preference [\$] per Preferred Security, are hereby constituted as a series of preferred limited liability company interests, designated as "[]% Cumulative Monthly Income Preferred Securities, Series []" (hereinafter called the "Series [] Preferred Securities").

2. RANKING. The Series [] Preferred Securities shall, with respect to periodic distribution rights and rights on dissolution, liquidation or winding up, rank (i) pari passu with any other series of Preferred Securities issued by the Company and (ii) prior to any other limited

liability company interests of the Company, including the Common Interests (the "Junior Interests"). So long as any Series [] Preferred Securities are outstanding, the Company will not issue any limited liability company interests ranking, as to participation in the profits or assets of the Company, senior to the Series [] Preferred Securities.

3. PERIODIC DISTRIBUTIONS (DIVIDENDS); ALLOCATIONS. (a) The Holders of the Series [] Preferred Securities shall be entitled to receive, when, as and if declared by the Company out of funds

held by the Company and legally available therefor, cumulative cash periodic distributions ("dividends") at the annual rate of []% of the stated liquidation preference of [\$] per Series [] Preferred Security per annum, and no more, calculated on the basis of a 360-day year consisting of 12 months of 30 days each, and for any period shorter than a full monthly dividend period, dividends will be computed on the basis of the actual number of days elapsed in such period, and payable in United States dollars monthly in arrears on the last day of each calendar month of each year, commencing _____. Such dividends will accumulate and be cumulative whether or not they have been declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. Dividends on the Series [] Preferred Securities shall be cumulative from the date of original issue, and the cumulative portion from such date to _____ shall be payable on _____. In the event that any date on which dividends are payable on the Series [] Preferred Securities is not a day on which banks in The City of New York are open for business (a "Business Day"), then payment of the dividend payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of any such delay) except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if made on such date.

(b) Dividends on the Series [] Preferred Securities must be declared by the Class A Interest Holder of the Company in any calendar year or portion thereof to the extent that the Class A Interest Holder reasonably anticipates that at the time of payment the Company will have, and will be paid by the Company to the extent that at the time of proposed payment it has, (x) funds legally available for the payment of such dividends and (y) cash on hand sufficient to permit such payments. Dividends declared on the Series [] Preferred Securities will be payable to the Holders thereof as they appear on the Register on the relevant record dates, which will be [one] Business Day prior to the relevant payment dates. If dividends can be paid only in part on the Series [] Preferred Securities in any calendar year or portion thereof as a result of the lack of sufficient funds legally available for the payment of dividends, then such partial dividends shall be paid on the respective dividend payment dates on a pro rata basis to Holders of such Series []

Preferred Securities. If at any time dividends on Series A Securities are in arrears for any monthly dividend period, any dividend payments in respect thereof must be applied in respect of all dividend periods in arrears, pro rata in accordance with the respective amounts in arrears for each such period in equal amounts for each such period. If any dividends are not paid in full on the payment dates specified, additional dividends will accumulate on any accumulated and unpaid dividends at the rate stated in paragraph 3(a) above.

(c) If dividends have not been paid in full on the Series [] Preferred Securities, the Company shall not:

(i) pay, or declare and set aside for payment, any dividends on any other preferred or preference limited liability company interests of the Company ranking pari passu with the Series [] Preferred Securities as regards participation in profits of the Company ("Dividend Parity Securities"), unless the amount of any dividends declared on any Dividend Parity Securities is paid on the Dividend Parity Securities and the Series [] Preferred Securities on a pro rata basis on the date such dividends are paid on such Dividend Parity Securities, so that

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(x) (A) the aggregate amount of dividends paid on the Series [] Preferred Securities bears to (b) the aggregate amount of dividends paid on such Dividend Parity Securities

the same ratio as

(y) (A) the aggregate of all accumulated and unpaid dividends in respect of the Series [] Preferred Securities bears to (b) the aggregate of all accumulated and unpaid dividends in respect of such Dividend Parity Securities;

(ii) pay, or declare and set aside for payment, any dividends on any Common Interests or limited liability company interests in the Company ranking junior to the Series [] Preferred Securities as to dividends ("Dividend Junior Securities"); or

(iii) redeem, purchase or otherwise acquire any Dividend Parity Securities or Dividend Junior Securities;

until, in each case, such time as all accumulated and unpaid dividends (whether or not declared) on the Series [] Preferred Securities shall have been paid in full for all dividend periods terminating on or prior to, in the

case of clauses (i) and (ii), such payment, and in the case of clause (iii), the date of such redemption, purchase or acquisition.

(d) It is intended that the Company shall be treated as a partnership for United States Federal income tax purposes and the Agreement and all acts of the Members thereof shall, to the fullest extent permitted by the Delaware Limited Liability Company Act, Del. Code Ann. tit. 6 Sections 18-101 ET SEQ. (the "Act"), be interpreted and construed accordingly. Consistent with such treatment (i) income of the Company equal to the amount of dividends accumulated on the Series [] Preferred Securities will be allocated to the Holders of the Series [] Preferred Securities, (ii) income in excess of such amount will be allocated to the Holders of the Junior Interests and (iii) losses of the Company shall be allocated (w) first, to the Common Interest Holders to the extent of the positive balances of their Capital Accounts, (x) second, to the Holder of any other Junior Interests to the extent of the positive balances of their Capital Accounts, (y) third, to the Preferred Securities Holders to the extent of the positive balances of their Capital Accounts and (z) thereafter, to the Common Interest Holders.

4. REDEMPTION. (a) The Series [] Preferred Securities are redeemable, at the option of the Company and subject to the prior consent of Protective, in whole or in part from time to time, on or after _____, upon not less than 30 nor more than 60 days' notice, at the Redemption Price. If a partial redemption would result in a delisting of the Series [] Preferred Securities from the New York Stock Exchange, the Company may only redeem the Series [] Preferred Securities in whole.

(b) Upon any repayment or prepayment of principal on the loans to Protective of the proceeds from the issuance and sale of the Series [] Preferred Securities and the Junior Interests (the "Series [] Subordinated Debentures"), the proceeds from such repayment of principal on the Series [] Subordinated Debentures shall be applied to redeem the Series [] Preferred Securities at the Redemption Price; PROVIDED that all or a portion of any such amounts may be reloaned to Protective or one of its subsidiaries, and not used for redemption, if at the time of each such loan, and as determined in the judg-

ment of Protective, as Class A Interest Holder, and the Company's financial advisor (selected by the Class A Interest Holder, and who shall be unaffiliated with Protective and shall be among the 30 largest investment banking firms, measured by total capital, in the United States at the time of the proposed new loan), (i) Protective is not the subject of a pending case under the United States Bankruptcy Code, (ii) Protective is not in default on any loan pertaining to Preferred Securities, (iii) Protective has made all required monthly payments of interest on all loans pertaining to any series of Preferred Securities for the immediately preceding [18] months, (iv) the Company is not in arrears on payments of dividends on any Preferred Securities, (v) Protective is expected to be able to make timely payment of

principal and interest on such new loan, (vi) such new loan is being made on terms, and under circumstances, that are no less favorable than those that a lender would require for a similar loan to an unrelated party, (vii) such new loan is being made at a rate of interest sufficient at least equal to or greater than the amount of dividends that accumulate on the Series [] Preferred Securities, (viii) such loan is being made for a fixed term that is consistent with market circumstances and Protective's financial condition, (ix) the senior unsecured long-term debt rating of Protective is rated not less than BBB- (or the equivalent) by Standard & Poor's Corporation or Baa3 (or the equivalent) by Moody's Investors Services, Inc. (or if either of such rating organizations is not then rating Protective's senior unsecured senior unsecured long-term debt, the equivalent of such rating by any other "nationally recognized statistical rating organization," as that term is defined by the Securities and Exchange Commission for purposes of Rule 436(g)(2) under the Securities Act and any subordinated long-term debt of Protective or, if there is no such debt then outstanding, the Series [] Preferred Securities, are rated not less than BBB- (or the equivalent) by Standard & Poor's Corporation or Baa3 (or the equivalent) by Moody's Investors Services, Inc. or the equivalent of either such rating by any other "nationally recognized statistical rating organization", (x) such new loan will not be convertible or exchangeable into any equity interest of or in Protective or any of its affiliates, (xi) such new loan shall not pay any contingent or other interest determined by reference to, or otherwise participate in, the earnings or profits of the borrower; (xii) the interest payable on such new loan will not exceed [175%] of the dividend rate on the Series [] Preferred Securities and (xiii) the final maturity of such loan is not later than the [49th] anniversary of the issuance of the Series [] Preferred Securities.

(c) Notwithstanding subparagraph (a) above, on or after the date of issuance of the Series [] Preferred Securities, the Company may, at its option, subject to the prior written consent of Protective, redeem the Series [] Preferred Securities in whole (but not in part), not less than 30 nor more than 60 days' notice, for cash at the Redemption Price or in exchange for subordinated debentures issued by Protective pursuant to the Subordinated Debenture dated _____ between Protective and _____ as trustee ("Series [] Subordinated Debentures") having, at the time of exchange, (i) an aggregate principal amount equal to [\$] per Series [] Preferred Security so exchanged and (ii) accrued and unpaid interest equal to any accumulated and unpaid dividends (whether or not declared) at the date fixed for exchange on the Series [] Preferred Securities so exchanged if the Company or Protective shall have received an opinion of nationally recognized independent counsel experienced in such matters to the effect that, as a result of a change in U.S. law or regulation on or after _____, or a written change or interpretation or application of U.S. law or regulation, by any legislative body, court or governmental agency or regulatory authority (including enactment or imminent enactment of any legislation and the publication of any judicial decision or regulatory determination) on or after such date, the Company may be considered an "investment company" under the Investment Company Act of 1940, as amended (the "1940 Act").

(d) Notwithstanding subparagraph (a) above, at any time after the

issuance of the Series [] Preferred Securities, upon not less than 30 nor more than 60 days' notice, the Company may redeem

the Series [] Preferred Securities in exchange for Series [] Subordinated Debentures having, at the time of the exchange, (i) an aggregate principal amount equal to [\$] per Series [] Preferred Security so exchanged and (ii) accrued and unpaid interest equal to any accumulated and unpaid dividends (whether or not declared) at the date fixed for exchange on the Series [] Preferred Securities so exchanged if Protective or the Company have received an opinion of independent nationally recognized tax counsel experienced in such matters to the effect that, as a result of a change in U.S. law or regulation on or after _____, or a written change or interpretation or application of U.S. law or regulation, by any legislative body, court or governmental agency or regulatory authority (including enactment or imminent enactment of any legislation and the publication of any judicial decision or regulatory determination) on or after such date), there exists a more than an insubstantial increase in the risk that (y) Protective will be precluded from deducting the interest on the Series [] Subordinated Debentures for Federal income tax purposes or (z) the Company is subject to Federal income tax with respect to the interest received on such loan or more than a de minimis amount of any other taxes. Furthermore, Protective shall have the right, upon not less than 30 nor more than 60 days' notice to redeem the Series [] Preferred Securities for cash at the Redemption Price if Protective and the Company have received an opinion of independent nationally recognized tax counsel experienced in such matters to the effect that, as a result of a change in law described above, there exists more than an insubstantial increase in the risk that Protective will be precluded from deducting the interest on the Series [] Subordinated Debentures for Federal income tax purposes even if the Series [] Preferred Securities were exchanged for the Series [] Subordinated Debentures as described above.

5. REDEMPTION PROCEDURE. (a) Notice of any redemption (a "Notice of Redemption") of the Series [] Preferred Securities will be given by the Company by mail to each Holder of Series [] Preferred Securities to be redeemed not fewer than 30 nor more than 60 days prior to the date fixed for redemption thereof. For purposes of the calculation of the date of redemption and the dates on which notices are given pursuant to this paragraph 5(a), a Notice of Redemption shall be deemed to be given on the day such notice is first mailed by first class mail, postage prepaid, to Holders of the Series [] Preferred Securities. Each Notice of Redemption shall be addressed to the Holder at the address of the Holder appearing in the Register of the Company. No defect in the Notice of Redemption or in the mailing thereof or publication of its contents shall affect the validity of the redemption proceedings.

(b) In the event that fewer than all the outstanding Series [] Preferred Securities are to be redeemed, the Series [] Preferred Securities

to be redeemed will be selected in accordance with paragraph 8 hereof. The Company may not redeem fewer than all the outstanding Series [] Preferred Securities unless all accumulated and unpaid dividends have been paid on all Series [] Preferred Securities for all monthly dividend periods terminating on or prior to the date of redemption.

(c) (1) EXCHANGE FOR SERIES [] SUBORDINATED DEBENTURES. In the event of an exchange pursuant to paragraph 4(c), after the date fixed for any such exchange, (i) the Series [] Preferred Securities will no longer be deemed to be outstanding, (ii) DTC or its nominee, as the record Holder of the Series [] Preferred Securities, will exchange the global certificate or certificates representing the Series A Preferred Securities for a registered global certificate or certificates representing the Series [] Subordinated Debentures to be delivered upon such exchange and (iii) any certificates representing Series [] Preferred Securities not held by DTC or its nominee will be deemed to represent Series [] Subordinated Debentures having a principal amount equal to the stated liquidated preference of such Series [] Preferred Securities until such certificates are presented to the Company or its agent for exchange.

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(2) REDEMPTION FOR THE REDEMPTION PRICE. If the Company gives a Notice of Redemption at the Redemption Price in respect of Series [] Preferred Securities, then, by 12:00 noon, New York time, on the redemption date, the Company will irrevocably deposit with The Depository Trust Company funds sufficient to pay the applicable Redemption Price and will give The Depository Trust Company irrevocable instructions and authority to pay the Redemption Price to the Holders thereof. If Notice of Redemption shall have been given and funds deposited as required, then upon the date of such deposit, all rights of Holders of such Series [] Preferred Securities so called for redemption will cease, except the right of the Holders of such Series [] Preferred Securities to receive the Redemption Price, but without interest, and such Series [] Preferred Securities will cease to be outstanding. In the event that any date fixed for redemption of Series [] Preferred Securities is not a Business Day, then payment of the Redemption Price payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of any such delay), except that, if such Business Day falls in the next calendar year, such payment will be made on the immediately preceding Business Day. In the event that payment of the Redemption Price in respect of Series [] Preferred Securities is improperly withheld or refused and not paid either by the Company or by Protective pursuant to the Payment and Guarantee Agreement, dated _____, between Protective and the Company (the "Guarantee Agreement"), dividends on such Series [] Preferred Securities will continue to accumulate at the then applicable rate, from the original redemption date to the date of payment in which case the actual payment date will be

considered the date fixed for redemption for purposes of calculating the Redemption Price.

6. LIQUIDATION DISTRIBUTION. In the event of any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Holders of the Series [] Preferred Securities at the time outstanding will be entitled to receive out of the assets of the Company available for distribution to Members, before any distribution of assets is made to Holders of Junior Interests or any other class of limited liability company interests of the Company ranking junior to the Series [] Preferred Securities as regards participation in assets of the Company, but together with the Holders of every other series of preferred or preference limited liability company interests of the Company outstanding, if any, ranking pari passu with the Series [] Preferred Securities as regards participation in the assets of the Company ("Liquidation Parity Securities"), an amount equal, in the case of the Holders of the Series [] Preferred Securities, to the aggregate of the stated liquidation preference of [\$] per Series [] Preferred Security and all accumulated and unpaid dividends (whether or not declared) to the date of payment (the "Liquidation Distribution"). If, upon any such liquidation, the Liquidation Distributions can be paid only in part because the Company has insufficient assets available to pay in full the aggregate Liquidation Distribution and the aggregate maximum Liquidation Distributions on the Liquidation Parity Securities, then the amounts payable directly by the Company on the Series [] Preferred Securities and on such Liquidation Parity Securities shall be paid on a pro rata basis, so that

(i) (x) the aggregate amount paid as the Liquidation Distribution bears to (y) the aggregate amount paid as liquidation distributions on the Liquidation Parity Securities

the same ratio as

(ii) (x) the aggregate Liquidation Distribution bears to (y) the aggregate maximum liquidation distributions on the Liquidation Parity Securities.

7. VOTING RIGHTS. The Series [] Preferred Securities shall not have general voting rights but shall have the rights set forth in this paragraph 7. If (i) the Company fails to pay dividends in full on the Securities [] Preferred Securities for [18] consecutive monthly dividend periods (whether or not there are legally available funds) for any period and as a result dividends on the Series [] Preferred Securities shall be in arrears in an aggregate amount equal to at least [] full monthly dividend payments; (ii) an Event of Default (as defined in the Series [] Subordinated Debentures) under the Series [] Subordinated Debentures has

occurred and is continuing; or (iii) Protective is in default on any of its payment or other obligations under the Guarantee Agreement, then the Holders of a majority in liquidation preference of the outstanding Series [] Preferred Securities, together with the Holders of any other preferred or preference limited liability company interests in the Company having the right to vote for the appointment of a trustee in such event, acting as a single class, will be entitled, by ordinary resolution passed by the Holders of a majority in liquidation preference (plus all accumulated and unpaid dividends per limited liability company interest) of such limited liability company interests present in person or by proxy at a separate general meeting of such Holders convened for such purpose, to appoint and authorize a trustee to enforce the Company's rights as a creditor under the Series [] Subordinated Debentures against Protective (including the acceleration of principal and accrued interest on the Series [] Subordinated Debentures), enforce the obligations undertaken by Protective under the Guarantee Agreement and declare and pay dividends on the Series [] Preferred Securities. For purposes of determining whether the Company has failed to pay dividends in full for [18] consecutive monthly dividend periods, dividends shall be deemed to remain in arrears, notwithstanding any payments in respect thereof, until full cumulative dividends have been or contemporaneously are declared and paid with respect to all monthly dividend periods terminating on or prior to the date of payment of such full cumulative dividends. Not later than 30 days after such right to appoint a trustee arises, the Class A Interest Holder will convene such meeting for the above purpose. If the Class A Interest Holder fails to convene a general meeting within such 30-day period, the Holders of 10% in liquidation preference (plus all accumulated and unpaid dividends per limited liability company interest) of the outstanding Series [] Preferred Securities and such other preferred or preference limited liability company interests will be entitled to convene such meeting. The provisions of the Agreement relating to the convening and conduct of the general meetings of Members will apply with respect to any such meeting. Any trustee so appointed shall vacate office, subject to the terms of such other preferred or preference limited liability company interests, immediately if the Company (or Protective pursuant to the Guarantee Agreement) shall have paid in full all accumulated and unpaid dividends on the Series [] Preferred Securities or such default or breach by Protective, as the case may be, shall have been cured.

If any resolution is proposed for adoption by the Members of the Company providing for, or the Class A Interest Holder otherwise proposes to effect, (w) the amendment, alteration or repeal of the Agreement (as amended by this Action) so as to adversely affect any rights or powers of the Series [] Preferred Securities Holders or result in the issuance of any limited liability company interests of the Company ranking, as to dividends or upon dissolution, liquidation or winding-up of the Company, senior to the Series [] Preferred Securities, (x) the dissolution, liquidation or winding up of the Company, (y) waive any rights of the Company under the Series [] Subordinated Debentures or allow the Series [] Subordinated Debentures to be repurchased or prepaid prior to _____, 1999 (unless there is an event of default thereunder and except in connection with a redemption described in Section 4(c) or 4(d) hereof) or (z) the modification of (i) Section 2.6 of the Agreement which limits the business and activity in which the Company may engage, (ii) Sections 7.1 of the Agreement which absolutely prohibits

transfers of Common Interests, (iii) Section 3.3 of the Agreement which requires the Holders of the Common Interests to contribute amounts to the Company such that the Common Interests represent at all times not less than 21% of all interests in the capital, income, gain, loss, deduction or credit of the Company and

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(iv) Section 6.2 of the Agreement pursuant to which the Common Interest Holders agree to be personally liable for all and to pay debts of and claims against the Company (other than payments to Holders of Preferred Securities in their capacity as such), then the Holders of outstanding Preferred Securities of all series (and, in the case of a resolution described in clause (w) above which would equally adversely affect the rights, preferences or privileges of any Dividend Parity Securities or any Liquidation Parity Securities, such Dividend Parity Securities or such Liquidation Parity Securities, as the case may be, or, in the case of any resolution described in clause (x) or (z) above, all Liquidation Parity Securities) will be entitled to vote together as a class on such resolution or action of the Class A Interest Holder (but not on any other resolution or action), and such resolution or action shall not be effective except with the approval of the Holders of 66-2/3% in liquidation preference (plus all accumulated and unpaid dividends) of such outstanding limited liability company interests; provided, however, that no such approval or ratification shall be required if the dissolution, liquidation and winding up of the Company is proposed or initiated upon the initiation of proceedings, or after proceedings have been initiated, for the dissolution, liquidation, or winding up of Protective.

No vote or consent of the Holders of the Series [] Preferred Securities will be required for the Company to redeem and cancel Series [] Preferred Securities in accordance with the Agreement (as amended by this Action).

The rights attached to the Series [] Preferred Securities will be deemed not to be varied by the creation or issue of, and no vote will be required for the creation of, any further series of Preferred Securities or any further limited liability company interests of the Company ranking pari passu with or junior to the Series [] Preferred Securities with regard to participation in the profits or assets of the Company. Holders of Series [] Preferred Securities have no preemptive rights.

Any required approval of Holders of Series [] Preferred Securities may be given at a separate meeting of such Holders convened for such purpose, at a general meeting of Members of the Company or pursuant to written consent. The Company will cause a notice of any meeting at which Holders of the Series [] Preferred Securities are entitled to vote, or of any matter upon which action by written consent of such Holders is to be taken, to be mailed to each Holder of Series [] Preferred Securities. Each such notice

will include a statement setting forth (i) the date of such meeting or the date by which such action is to be taken, (ii) a description of any resolution proposed for adoption at such meeting on which such Holders are entitled to vote or of such matter upon which written consent is sought and (iii) instructions for the delivery of proxies or written consents.

Notwithstanding that Holders of Series [] Preferred Securities are entitled to vote or consent under any of the circumstances described above, any of the Series [] Preferred Securities and any such other preference limited liability company interests entitled to vote with such Series [] Preferred Securities as a single class outstanding at such time that are owned by Protective or any entity owned more than 20% by Protective, either directly or indirectly, shall not be entitled to vote or consent and shall, for the purposes of such vote or consent, be treated as if they were not outstanding.

8. BOOK-ENTRY-ONLY ISSUANCE; THE DEPOSITORY TRUST COMPANY. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series [] Preferred Securities. The Series [] Preferred Securities will be issued only in the form of one or more fully-registered global securities representing in the aggregate the total number of Series [] Preferred Securities and registered in the name of Cede & Co. (DTC's nominee) and substantially in the form of Annex B to the Agreement.

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Redemption notices shall be sent to Cede & Co. If less than all of the Series [] Preferred Securities are being redeemed, Series [] Preferred Securities to be redeemed shall be determined in accordance with DTC's practice.

DTC may discontinue providing its services as securities depository with respect to the Series [] Preferred Securities at any time by giving notice to the Company as provided in the agreement between the Company and DTC. Under such circumstances, in the event that a successor securities depository is not obtained, Series [] Preferred Security certificates are required to be printed and issued in definitive form. Any Person receiving a definitive certificate representing Series [] Preferred Securities pursuant to this paragraph 8 shall be deemed to have paid for such Series [] Securities for purposes of Section 3.1(b) of the Agreement, and shall thereupon be admitted to the Company as a Member in accordance with Section 3.1(b) of the Agreement.

IN WITNESS WHEREOF, the Class A Interest Holder has executed this Action as of the ____ day of _____, [1994].

By: PROTECTIVE LIFE CORPORATION,
as Class A Interest Holder

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Annex B

Certificate Number	Number of Preferred Securities
1	

CUSIP NO. _____

Certificate Evidencing Preferred Securities

of

PLC CAPITAL L.L.C.

___% Cumulative Monthly Income Preferred Securities, Series A
(liquidation preference \$25 per Preferred Security)

PLC Capital L.L.C., a limited liability company formed under the laws of the State of Delaware (the "COMPANY"), hereby certifies that Cede & Co. (the "HOLDER") is the registered owner of _____ (_____) fully paid and non-assessable Preferred Securities, representing preferred limited liability company interests in the Company, designated the ___% Cumulative Monthly Income Preferred Securities, Series A (liquidation preference \$25 per Preferred Security) (the "SERIES A PREFERRED SECURITIES") transferable on the books and records of the Company, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The rights, preferences and limitations of the Series A Preferred Securities are set forth in, and this Certificate and the Series A

Preferred Securities represented hereby are issued and shall in all respects be subject to the terms and provisions of, the Amended and Restated Limited Liability Company Agreement of the Company as the same may from time to time be amended (the "LIMITED LIABILITY COMPANY AGREEMENT") authorizing the issuance of the Series A Preferred Securities and determining the preferred, deferred and other special rights and restrictions, regarding dividends, voting, redemption, exchange, return of capital and otherwise, and other matters relating to the Series A Preferred Securities. The Company or the Registrar and Transfer Agent will furnish a copy of the Limited Liability Company Agreement to the Holder without charge upon written request to the Company at its registered office. Capitalized terms used herein but not defined shall have the meaning given them in the Limited Liability Company Agreement. The Holder is entitled to the benefits of the Guarantee Agreement of Protective Life Corporation, dated _____, 1994 relating to the Preferred Securities (the "Guarantee") and to the subordinated debentures (the "Series A Subordinated Debentures") issued by Protective Life Corporation to the Company pursuant to the Subordinated Indenture, dated _____, 1994 between Protective Life Corporation and AmSouth Bank N.A., as trustee (the "Subordinated Indenture") to the extent provided therein and is entitled to enforce the rights of the Company under the Subordinated Indenture to the extent provided therein and in the Limited Liability Company Agreement. The Company will furnish a copy of such Guarantee and Subordinated Indenture to the Holder without charge upon written request to the Company at its registered office.

The Holder, by accepting this Certificate, is deemed to have (i) agreed that the Series A Subordinated Debentures are subordinate and junior in right of payment to all Senior Indebtedness as and to the extent provided in the Subordinated Indenture and (ii) agreed that the Guarantee is pari passu with the Series A Subordinated Debentures and subordinate and junior in right of payment to all Senior Indebtedness as and to the extent provided in the Guarantee.

IN WITNESS WHEREOF, this certificate has been signed on behalf of the Company by the Class A Interest Holder and countersigned by a duly authorized officer of each of Protective Life Corporation, as Guarantor and AmSouth Bank N.A., as Registrar and Transfer Agent this _____, 1994.

PLC CAPITAL L.L.C.

By PROTECTIVE LIFE CORPORATION,
as Class A Interest Holder

By:
Title:

AMSOUTH BANK, N.A.
as Registrar and
Transfer Agent

PROTECTIVE LIFE CORPORATION,
as Guarantor

By:
Title:

By:
Title:

PROTECTIVE LIFE CORPORATION

to

THE BANK OF NEW YORK, Trustee

SENIOR INDENTURE

Dated as of _____, 1994

Providing for Issuance of
Senior Debt Securities in Series

[Reconciliation and tie between Indenture, dated as of
_____, 1994, and the Trust Indenture Act of 1939, as amended.

TRUST INDENTURE ACT
OF 1939 SECTION

INDENTURE
SECTION

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310 (a) (1)	6.12
(a) (2)	6.12

(a) (3)	TIA
(a) (4)	Not applicable
(a) (5)	TIA
(b)	6.10; 6.12 (b); TIA
311 (a)	TIA
(b)	TIA
312 (a)	6.8
(b)	TIA
(c)	TIA
313 (a)	6.7; TIA
(b)	TIA
(c)	TIA
(d)	TIA
314 (a)	9.6; 9.7; TIA
(b)	Not Applicable
(c) (1)	1.2
(c) (2)	1.2
(c) (3)	Not Applicable
(d)	Not Applicable
(e)	TIA
(f)	TIA
315 (a)	6.1
(b)	6.6
(c)	6.1
(d) (1)	TIA
(d) (2)	TIA
(d) (3)	TIA
(e)	TIA
316 (a) (last sentence)	1.1
(a) (1) (A)	5.2; 5.8
(a) (1) (B)	5.7
(b)	5.9; 5.10
(c)	TIA
317 (a) (1)	5.3
(a) (2)	5.4
(b)	9.3
318 (a)	1.11
(b)	TIA

This reconciliation and tie section does not constitute part of the Indenture.]

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Draft--April 15, 1994

INDENTURE, dated as of _____, 1994, from PROTECTIVE LIFE CORPORATION, a Delaware corporation (the "Company"), to THE BANK OF NEW YORK, Trustee, a New York banking corporation (the "Trustee").

RECITALS

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

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

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

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS
OF GENERAL APPLICATION

Section 1.1. DEFINITIONS. (a) For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;

(2) all other terms used herein which are defined in the Trust Indenture Act, either directly or by reference therein, have the meanings assigned to them therein;

(3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and

(4) 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.

"AFFILIATE" of any specified Person means any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with such specified Person. For 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.

"AGENT" means any Paying Agent or Registrar.

"AUTHENTICATING AGENT" means any authenticating agent appointed by the Trustee pursuant to Section 6.14.

"AUTHORIZED NEWSPAPER" means a newspaper of general circulation, in the official language of the country of publication or in the English language, customarily published on each Business Day whether or not published on Saturdays, Sundays or holidays. Whenever successive publications in an Authorized Newspaper are required hereunder they may be made (unless otherwise expressly provided herein) on the same or different days of the week and in the same or different Authorized Newspapers.

"BEARER SECURITY" means any Security issued hereunder which is payable to bearer.

"BOARD" or "BOARD OF DIRECTORS" means the Board of Directors of the Company, the Executive Committee or any other duly authorized committee thereof.

"BOARD RESOLUTION" means a copy of a resolution of the Board of Directors, 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 the certificate, and delivered to the Trustee.

"BUSINESS DAY", when used with respect to any Place of Payment or any other particular location referred to in this Indenture or in the Securities, means, unless otherwise specified with respect to any Securities pursuant to Section 3.1, each Monday, Tuesday, Wednesday, Thursday

and Friday which is not a day on which banking institutions in that Place of

Payment or particular location are authorized or obligated by law or executive order to close.

"COMMISSION" means the Securities and Exchange Commission, as from time to time constituted, created under the Securities Exchange Act of 1934, or, if at any time after the execution of this Indenture such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body performing such duties at such time.

"COMPANY" means the party named as the Company in the first paragraph of this Indenture until a successor corporation shall have become such pursuant to the applicable provisions of this Indenture, and thereafter means such successor.

"COMPANY ORDER" and "COMPANY REQUEST" mean, respectively, a written order or request signed in the name of the Company by two Officers, one of whom must be the Chairman of the Board, the President, the Chief Financial Officer, the Treasurer, the Assistant Treasurer, the Controller or a Vice-President of the Company.

"CONVERSION EVENT" means the cessation of use of (i) a Foreign Currency both by the issuer of such currency and for the settlement of transactions by a central bank or other public institutions of or within the international banking community, (ii) the ECU both within the European Monetary System and for the settlement of transactions by public institutions of or within the European Communities or (iii) any currency unit other than the ECU for the purposes for which it was established.

"CORPORATE TRUST OFFICE" means the office of the Trustee in New York, New York at which at any particular time its corporate trust business shall be principally administered, which office at the date hereof is located at 101 Barclay Street, 21st Floor, New York, New York 10286, Attention: Corporate Trust Trustee Administration.

"CURRENCY UNIT" for all purposes of this Indenture shall include any composite currency.

"DEBT" means indebtedness for money borrowed.

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

"DEPOSITORY", when used with respect to the Securities of or within any series issuable or issued in whole or in part in global form, means the Person designated as Depository by the Company pursuant to Section 3.1 until a successor Depository shall have become such pursuant to the applicable provisions of this Indenture, and thereafter shall mean or include each Person

which is then a Depository hereunder, and if at any time there is more than one such Person, shall be a collective reference to such Persons.

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

"ECU" means the European Currency Unit as defined and revised from time to time by the Council of the European Communities.

"EUROPEAN COMMUNITIES" means the European Economic Community, the European Coal and Steel Community and the European Atomic Energy Community.

"EUROPEAN MONETARY SYSTEM" means the European Monetary System established by the Resolution of December 5, 1978 of the Council of the European Communities.

"EXCHANGE RATE AGENT", when used with respect to Securities of or within any series, means, unless otherwise specified with respect to any Securities pursuant to Section 3.1, a New York Clearing House bank designated pursuant to Section 3.1 or Section 3.13 (which may include any such bank acting as Trustee hereunder).

"EXCHANGE RATE OFFICER'S CERTIFICATE" means a certificate setting forth (i) the applicable Market Exchange Rate or the applicable bid quotation and (ii) the Dollar or Foreign Currency amounts of principal (and premium, if any) and interest, if any (on an aggregate basis and on the basis of a Security having the lowest denomination principal amount in the relevant currency or currency unit), payable with respect to a Security of any series on the basis of such Market Exchange Rate or the applicable bid quotation, signed by the Chief Financial Officer, the Treasurer, the

Controller, any Vice President or the Assistant Treasurer of the Company.

"FOREIGN CURRENCY" means any currency issued by the government of one or more countries other than the United States or by any recognized confederation or association of such governments.

"GOVERNMENT OBLIGATIONS" means securities which are (i) direct obligations of the United States or, if specified as contemplated by Section 3.1, the government which issued the currency in which the Securities of a particular series are payable, for the payment of which its full faith and credit is pledged or (ii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States or, if specified as contemplated by Section 3.1, such government which issued the foreign currency in which the Securities of such series are payable, the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States or such other government, which, in either

case, are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such Government Obligation or a specific payment of interest on or principal of any such Government Obligation held by such custodian for the account of the holder of a depository receipt, PROVIDED that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Obligation evidenced by such depository receipt.

"HOLDER" means, with respect to a Bearer Security, a bearer thereof or of a coupon appertaining thereto and, with respect to a Registered Security, a person in whose name a Security is registered on the Register.

"INDENTURE" means this Indenture as originally executed or as amended or supplemented from time to time and shall include the forms and terms of particular series of Securities established as contemplated hereunder.

"INDEXED SECURITY" means a Security the terms of which provide that the principal amount thereof payable at Stated Maturity may be more or less than the principal face amount thereof at original issuance.

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"INTEREST", when used with respect to an Original Issue Discount Security which by its terms bears interest only after Maturity, means interest payable after Maturity.

"INTEREST PAYMENT DATE", when used with respect to any Security, means the Stated Maturity of an installment of interest on such Security.

"MARKET EXCHANGE RATE" means, unless otherwise specified with respect to any Securities pursuant to Section 3.1, (i) for any conversion involving a currency unit on the one hand and Dollars or any Foreign Currency on the other, the exchange rate between the relevant currency unit and Dollars or such Foreign Currency calculated by the method specified pursuant to Section 3.1 for the Securities of the relevant series, (ii) for any conversion of Dollars into any Foreign Currency, the noon buying rate for such Foreign Currency for cable transfers quoted in New York City as certified for customs purposes by the Federal Reserve Bank of New York and (iii) for any conversion of one Foreign Currency into Dollars or another Foreign Currency, the spot rate at noon local time in the relevant market at which, in accordance with normal banking procedures, the Dollars or Foreign Currency into which conversion is being made could be purchased with the Foreign Currency from which conversion is being made from major banks located in New York City, London or any other principal market for Dollars or such purchased Foreign Currency, in each case determined by the Exchange Rate Agent. Unless otherwise specified with respect to any Securities pursuant to Section 3.1, in

the event of the unavailability of any of the exchange rates provided for in the foregoing clauses (i), (ii) and (iii), the Exchange Rate Agent shall use, in its sole discretion and without liability on its part, such quotation of the Federal Reserve Bank of New York as of the most recent available date, or quotations from one or more major banks in New York City, London or other principal market for such currency or currency unit in question (which may include any such bank acting as Trustee under this Indenture), or such other quotations as the Exchange Rate Agent shall deem appropriate. If there is more than one market for dealing in any currency or currency unit by reason of foreign exchange regulations or otherwise, the market to be used in respect of such currency or currency unit shall be that upon which a nonresident issuer of securities designated in such currency or currency unit would purchase such currency or currency unit in order to make payments in respect of such securities.

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"MATURITY", when used with respect to any Security, means the date on which the principal of such Security or an installment of principal becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, call for redemption or otherwise.

"OFFICER" means the Chairman of the Board, the President, any Vice-President, the Chief Financial Officer, the Treasurer, the Assistant Treasurer, the Controller, the Secretary or any Assistant Secretary of the Company.

"OFFICERS' CERTIFICATE", when used with respect to the Company, means a certificate signed by two Officers, one of whom must be the Chairman of the Board, the President, the Chief Financial Officer, the Treasurer, the Assistant Treasurer, the Controller or a Vice-President of the Company.

"OPINION OF COUNSEL" means a written opinion from the general counsel of the Company or other legal counsel who is reasonably acceptable to the Trustee. Such counsel may be an employee of or counsel to the Company.

"ORIGINAL ISSUE DISCOUNT SECURITY" means any Security which provides for an amount less than the stated principal amount thereof to be due and payable upon declaration of acceleration of the Maturity thereof pursuant to Section 5.2.

"OUTSTANDING", when used with respect to Securities, means, as of the date of determination, all Securities theretofore authenticated and delivered under this Indenture, EXCEPT:

(i) Securities theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(ii) Securities, or portions thereof, for whose payment or

redemption money or Government Obligations 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 Securities and any coupons appertaining thereto, PROVIDED that, if such Securities are to be redeemed, notice of such redemption has been duly given pursuant to this

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Indenture or provisions therefor satisfactory to the Trustee have been made;

(iii) Securities, except to the extent provided in Sections 4.4 and 4.5, with respect to which the Company has effected defeasance and/or covenant defeasance as provided in Article 4; and

(iv) Securities which have been paid pursuant to Section 3.6 or in exchange for or in lieu of which other Securities have been authenticated and delivered pursuant to this Indenture, other than any such Securities in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Securities are held by a bona fide purchaser in whose hands such Securities are valid obligations of the Company;

PROVIDED, HOWEVER, that in determining whether the Holders of the requisite principal amount of the Outstanding Securities have given any request, demand, authorization, direction, notice, consent or waiver hereunder, or whether sufficient funds are available for redemption or for any other purpose, and for the purpose of making the calculations required by section 313 of the Trust Indenture Act, (W) the principal amount of any Original Issue Discount Securities that may be counted in making such determination or calculation and that shall be deemed to be Outstanding for such purpose shall be equal to the amount of principal thereof that would be (or shall have been declared to be) due and payable, at the time of such determination, upon a declaration of acceleration of the maturity thereof pursuant to Section 5.2, (X) the principal amount of any Security denominated in a Foreign Currency that may be counted in making such determination or calculation and that shall be deemed Outstanding for such purpose shall be equal to the Dollar equivalent, determined as of the date such Security is originally issued by the Company as set forth in an Exchange Rate Officer's Certificate delivered to the Trustee, of the principal amount (or, in the case of an Original Issue Discount Security, the Dollar equivalent as of such date of original issuance of the amount determined as provided in clause (w) above) of such Security, (Y) the principal amount of any Indexed Security that may be counted in making such determination or calculation and that shall be deemed Outstanding for such purpose shall be equal to the principal face amount of such Indexed Security at original issuance, unless otherwise provided with respect to such

Security pursuant to Section 3.1, and (Z) Securities owned by the Company or any other obligor upon the Securities or any Affiliate of the Company or of such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in making such calculation or in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Securities which the Trustee actually knows to be so owned shall be so disregarded. Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Securities and that the pledgee is not the Company or any other obligor upon the Securities or any Affiliate of the Company or of such other obligor.

"PAYING AGENT" means any Person authorized by the Company to pay the principal of, premium, if any, or interest and any other payments on any Securities on behalf of the Company.

"PERIODIC OFFERING" means an offering of Securities of a series from time to time the specific terms of which Securities, including, without limitation, the rate or rates of interest or formula for determining the rate or rates of interest thereon, if any, the Maturity thereof and the redemption provisions, if any, with respect thereto, are to be determined by the Company upon the issuance of such Securities.

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

"PLACE OF PAYMENT", when used with respect to the Securities of or within any series, means the place or places where the principal of, premium, if any, and interest and any other payments on such Securities are payable as specified as contemplated by Sections 3.1 and 9.2.

"PREDECESSOR SECURITY" of any particular Security means every previous Security evidencing all or a portion of the same debt as that evidenced by such particular Security; and, for the purposes of this definition, any Security authenticated and delivered under Section 3.6 in exchange for or in lieu of a mutilated, destroyed, lost or stolen

Security shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Security.

"PRINCIPAL AMOUNT", when used with respect to any Security,

means the amount of principal, if any, payable in respect thereof at Maturity; PROVIDED, HOWEVER, that when used with respect to an Indexed Security in any context other than the making of payments at Maturity, "principal amount" means the principal face amount of such Indexed Security at original issuance.

"REDEMPTION DATE", when used with respect to any Security to be redeemed, means the date fixed for such redemption by or pursuant to this Indenture.

"REDEMPTION PRICE", when used with respect to any Security to be redeemed, in whole or in part, means the price at which it is to be redeemed pursuant to this Indenture.

"REGISTERED SECURITY" means any Security issued hereunder and registered as to principal and interest in the Register.

"REGULAR RECORD DATE" for the interest payable on any Interest Payment Date on the Securities of or within any series means the date specified for that purpose as contemplated by Section 3.1.

"RESPONSIBLE OFFICER", when used with respect to the Trustee, shall mean the chairman or any vice chairman of the board of directors, the chairman or any vice-chairman of the executive committee of the board of directors, the chairman of the trust committee, the president, any senior vice president, any vice president, any assistant vice president, the secretary, the treasurer, any assistant treasurer, the cashier, any assistant cashier, any senior trust officer, any trust officer, the controller, any assistant controller, or any officer of the Trustee customarily performing 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 his knowledge of and familiarity with a particular subject.

"SECURITY" or "SECURITIES" has the meaning stated in the first recital of this Indenture and more particularly

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means a Security or Securities of the Company issued, authenticated and delivered under this Indenture.

"SPECIAL RECORD DATE" for the payment of any Defaulted Interest means a date fixed by the Trustee pursuant to Section 3.7.

"STATED MATURITY", when used with respect to any Security or any installment of principal thereof or interest thereon, means the date specified in such Security or in a coupon representing such installment of interest as the fixed date on which the principal of such Security or such installment of principal or interest is due and payable.

"SUBSIDIARY" of any Person means any Person of which at least a

majority of capital stock having ordinary voting power for the election of directors or other governing body of such Person is owned by such Person directly or through one or more Subsidiaries of such Person.

"TOTAL ASSETS" means, at any date, the total assets appearing on the most recently prepared consolidated balance sheet of the Company and its consolidated Subsidiaries as at the end of a fiscal quarter of the Company, prepared in accordance with generally accepted accounting principles.

"TRUST INDENTURE ACT" means the Trust Indenture Act of 1939 as in effect on the date of this Indenture, except as provided in Section 8.3.

"TRUSTEE" means the party named as such in the first paragraph of this Indenture until a successor Trustee replaces it pursuant to the applicable provisions of this Indenture, and thereafter means such successor Trustee and if, at any time, there is more than one Trustee, "Trustee" as used with respect to the Securities of any series shall mean the Trustee with respect to the Securities of that series.

"UNITED STATES" means, unless otherwise specified with respect to the Securities of any series as contemplated by Section 3.1, the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction.

"U.S. PERSON" means, unless otherwise specified with respect to the Securities of any series as contemplated

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by Section 3.1, a citizen, national or resident of the United States, a corporation, partnership or other entity created or organized in or under the laws of the United States or any political subdivision thereof, or an estate or trust, the income of which is subject to United States federal income taxation regardless of its source.

(b) The following terms shall have the meanings specified in the Sections referred to opposite such term below:

TERM	SECTION
"Act"	1.4 (a)
"Bankruptcy Law"	5.1
"Component Currency"	3.12 (d)
"Conversion Date"	3.12 (d)
"Custodian"	5.1
"Defaulted Interest"	3.7 (b)
"Election Date"	3.12 (h)
"Event of Default"	5.1
"Notice of Default"	5.1 (3)
"Register"	3.5

"Registrar"
"Valuation Date"

3.5
3.7(c)

Section 1.2. COMPLIANCE CERTIFICATES AND OPINIONS. Upon any application or request by the Company to the Trustee to take any action under any provision of this Indenture, the Company shall furnish to the Trustee an Officers' Certificate stating that all conditions 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, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than pursuant to Sections 2.3 and 9.6) shall include:

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(1) a statement that each individual signing such certificate or opinion has read such condition or covenant and the definitions herein relating thereto;

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

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

(4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

Section 1.3. FORM OF DOCUMENTS DELIVERED TO TRUSTEE. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Company may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the

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

Any certificate, statement or opinion of an officer of the Company or of counsel may be based, insofar as it relates to accounting matters, upon a certificate or opinion of or representations by an accountant or firm of accountants in the employ of the Company, unless such officer or counsel, as the case may be, knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the accounting matters upon which his certificate, statement or opinion is based are erroneous.

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

Section 1.4. ACTS OF HOLDERS. (a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgements of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any

such instrument or writing, or the authority of the Person executing the same, may also

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be proved in any other manner which the Trustee deems sufficient.

(c) The ownership of Bearer Securities may be proved by the production of such Bearer Securities or by a certificate executed by any trust company, bank, banker or other depository, wherever situated, if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such Person had on deposit with such depository, or exhibited to it, the Bearer Securities therein described; or such facts may be proved by the certificate or affidavit of the Person holding such Bearer Securities, if such certificate or affidavit is deemed by the Trustee to be satisfactory. The Trustee and the Company may assume that such ownership of any Bearer Security continues until (i) another such certificate or affidavit bearing a later date issued in respect of the same Bearer Security is produced, (ii) such Bearer Security is produced to the Trustee by some other Person, (iii) such Bearer Security is surrendered in exchange for a Registered Security or (iv) such Bearer Security is no longer Outstanding. The ownership of Bearer Securities may also be proved in any other manner which the Trustee deems sufficient.

(d) The ownership of Registered Securities shall be proved by the Register.

(e) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Security.

(f) If the Company shall solicit from the Holders of any series any request, demand, authorization, direction, notice, consent, waiver or other Act, the Company may, at its option, by or pursuant to a Board Resolution, fix in advance a record date for the determination of Holders of such series entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Company shall have no obligation to do so, PROVIDED that the Company may not set a record date for, and the provisions of this paragraph shall not apply with

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respect to, the giving or making of any notice, declaration, request or

direction referred to in the next paragraph. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the close of business on such record date shall be deemed to be Holders for the purposes of determining whether Holders of the requisite proportion of Outstanding Securities have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for that purpose the Outstanding Securities shall be computed as of such record date; PROVIDED that no such authorization, agreement or consent by the Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than six months after the record date.

(g) The Trustee may set any day as a record date for the purpose of determining the Holders of any series entitled to join in the giving or making of (i) any Notice of Default, (ii) any declaration of acceleration referred to in Section 5.2, (iii) any direction referred to in Section 5.8 or (iv) any request to institute proceedings referred to in Section 5.9(2), in each case with respect to Securities of such series. If such a record date is fixed pursuant to this paragraph, the relevant action may be taken or given before or after such record date, but only the Holders of record at the close of business on such record date shall be deemed to be holders of a series for the purposes of determining whether Holders of the requisite proportion of Outstanding Securities of such series have authorized or agreed or consented to such action, and for that purpose the Outstanding Securities of such series shall be computed as of such record date; PROVIDED that no such action by Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than six months after the record date. Nothing in this paragraph shall be construed to prevent the Trustee from setting a new record date for any action for which a record date has previously been set pursuant to this paragraph (whereupon the record date previously set shall automatically and with no action by any Person be cancelled and of no effect), and nothing in this paragraph shall be construed to render ineffective any action taken by Holders of the requisite principal amount of Outstanding Securities of the relevant series on the date such action is taken. Promptly after any record date is set pursuant to this

paragraph, the Trustee, at the Company's expense, shall cause notice of such record date and the proposed action by Holders to be given to the Company in writing and to each Holder of Securities of the relevant series in the manner set forth in Section 1.6.

Section 1.5. NOTICES, ETC., TO TRUSTEE AND COMPANY. Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with,

(1) the Trustee by any Holder or by the Company shall be

sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to the Trustee at its Corporate Trust Office, Attention: Corporate Trust Trustee Administration, or

(2) the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to the Company addressed to it at Protective Life Corporation, 2801 Highway 280 South, Birmingham, Alabama 35223, Attention: General Counsel or at any other address previously furnished in writing to the Trustee by the Company.

Section 1.6. NOTICE TO HOLDERS; WAIVER. Where this Indenture provides for notice to Holders of any event, (i) if any of the Securities affected by such event are Registered Securities, such notice to the Holders thereof shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each such Holder affected by such event, at his address as it appears in the Register, within the time prescribed for the giving of such notice and, (ii) if any of the Securities affected by such event are Bearer Securities, notice to the Holders thereof shall be sufficiently given (unless otherwise herein or in the terms of such Bearer Securities expressly provided) if published once in an Authorized Newspaper in New York, New York, and in such other city or cities, if any, as may be specified as contemplated by Section 3.1.

In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any

defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders of Registered Securities or the sufficiency of any notice to Holders of Bearer Securities given as provided herein. In any case where notice is given to Holders by publication, neither the failure to publish such notice, nor any defect in any notice so published, shall affect the sufficiency of such notice with respect to other Holders of Bearer Securities or the sufficiency of any notice to Holders of Registered Securities given as provided herein. Any notice mailed to a Holder in the manner herein prescribed shall be conclusively deemed to have been received by such Holder, whether or not such Holder actually receives such notice.

If by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice as provided above, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder. If it is impossible or, in the opinion of the Trustee, impracticable to give any notice by publication in the manner herein required, then such publication in lieu thereof as shall be made with the approval of

the Trustee shall constitute a sufficient publication of such notice.

Any request, demand, authorization, direction, notice, consent or waiver required or permitted under this Indenture shall be in the English language, except that any published notice may be in an official language of the country of publication.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 1.7. HEADINGS AND TABLE OF CONTENTS. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

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Section 1.8. SUCCESSOR AND ASSIGNS. All covenants and agreements in this Indenture by the Company shall bind its successor and assigns, whether so expressed or not.

Section 1.9. SEPARABILITY. In case any provision of this Indenture or the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.10. BENEFITS OF INDENTURE. Nothing in this Indenture or in the Securities, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 1.11. GOVERNING LAW. THIS INDENTURE, THE SECURITIES AND ANY COUPONS APPERTAINING THERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Indenture is subject to the Trust Indenture Act and if any provision hereof limits, qualifies or conflicts with any provision of the Trust Indenture Act, which is required under such Act to be a part of and govern this Indenture, the latter provision shall control. If any provision of this Indenture modifies or excludes any provision of the Trust Indenture Act which may be so modified or excluded, the latter provision shall be deemed to apply to this Indenture as so modified or to be excluded, as the case may be. Whether or not this Indenture is required to be qualified under the Trust Indenture Act, the provisions of the Trust Indenture Act required to be included in an indenture in order for such indenture to be so qualified shall be deemed to be included in this Indenture with the same effect as if such provisions were set forth herein and any provisions hereof which may not

be included in an indenture which is so qualified shall be deemed to be deleted or modified to the extent such provisions would be required to be deleted or modified in an indenture so qualified.

Section 1.12. LEGAL HOLIDAYS. In any case where any Interest Payment Date, Redemption Date, sinking fund payment date, Stated Maturity or Maturity of any Security shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of this Indenture or of any Security or coupon other than a provision in the

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Securities of any series which specifically states that such provision shall apply in lieu of this Section), payment of principal, premium, if any, or interest need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on such date; PROVIDED that no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date, sinking fund payment date, Stated Maturity or Maturity, as the case may be.

ARTICLE 2

SECURITY FORMS

Section 2.1. FORMS GENERALLY. The Securities of each series and the coupons, if any, to be attached thereto shall be in substantially such form as shall be established by or pursuant to a Board Resolution or in one or more indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or Depository therefor or as may, consistently herewith, be determined by the officers executing such Securities and coupons, if any, as evidenced by their execution of the Securities and coupons, if any. If temporary Securities of any series are issued as permitted by Section 3.4, the form thereof also shall be established as provided in the preceding sentence. If the forms of Securities and coupons, if any, of any series are established by, or by action taken pursuant to, a Board Resolution, a copy of the Board Resolution together with an appropriate record of any such action taken pursuant thereto, including a copy of the approved form of Securities or coupons, if any, shall be certified by the Secretary or an Assistant Secretary of the Company and delivered to the Trustee at or prior to the delivery of the Company Order contemplated by Section 3.3 for the authentication and delivery of such Securities.

Unless otherwise specified as contemplated by Section 3.1, Bearer Securities shall have interest coupons attached.

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

Section 2.2. FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION. The Trustee's certificate of authentication shall be in substantially the following form:

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

[_____],
as Trustee

By

Authorized Signatory

Section 2.3. SECURITIES IN GLOBAL FORM. If Securities of or within a series are issuable in whole or in part in global form, any such Security may provide that it shall represent the aggregate or specified amount of Outstanding Securities from time to time endorsed thereon and may also provide that the aggregate amount of Outstanding Securities represented thereby may from time to time be reduced or increased to reflect exchanges. Any endorsement of a Security in global form to reflect the amount, or any increase or decrease in the amount, or changes in the rights of Holders, of Outstanding Securities represented thereby, shall be made in such manner and by such Person or Persons as shall be specified therein or in the Company Order to be delivered to the Trustee pursuant to Section 3.3 or 3.4. Subject to the provisions of Section 3.3 and, if applicable, Section 3.4, the Trustee shall deliver and redeliver any security in permanent global form in the manner and upon instructions given by the Person or Persons specified therein or in the applicable Company Order. Any instructions by the Company with respect to endorsement or delivery or redelivery of a Security in global form shall be in writing but need not comply with Section 1.2 hereof and need not be accompanied by an Opinion of Counsel.

The provisions of the last paragraph of Section 3.3 shall apply to any Security in global form if such

Security was never issued and sold by the Company and the Company delivers to the Trustee the Security in global form together with written instructions (which need not comply with Section 1.2 and need not be accompanied by an Opinion of Counsel) with regard to the reduction in the principal amount of Securities represented thereby, together with the written statement contemplated by the last paragraph of Section 3.3.

Notwithstanding the provisions of Section 2.1 and 3.7, unless otherwise specified as contemplated by Section 3.1, payment of principal of, premium, if any, and interest on any Security in permanent global form shall be made to the Person or Persons specified therein.

Section 2.4. FORM OF LEGEND FOR SECURITIES IN GLOBAL FORM. Any Registered Security in global form authenticated and delivered hereunder shall bear a legend in substantially the following form with such changes as may be required by the Depository:

THIS SECURITY IS IN GLOBAL FORM WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE OF A DEPOSITORY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY OR BY THE DEPOSITORY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITORY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITORY.

ARTICLE 3

THE SECURITIES

Section 3.1. AMOUNT UNLIMITED; ISSUABLE IN SERIES. (a) The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture is unlimited. The Securities may be issued from time to time in one or more series.

(b) The following matters shall be established with respect to each series of Securities issued hereunder (i) by a Board Resolution, (ii) by action taken pursuant to

a Board Resolution and (subject to Section 3.3) set forth, or determined in the manner provided, in an Officers' Certificate or (iii) in one or more indentures supplemental hereto:

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

(2) any limit upon the aggregate principal amount of the Securities of the series which may be authenticated and delivered under this Indenture (which limit shall not pertain to Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of the series pursuant to Section 3.4, 3.5, 3.6, 8.6, or 10.7);

(3) the date or dates on which the principal of and premium, if any, on the Securities of the series is payable or the method of determination thereof;

(4) the rate or rates at which the Securities of the series shall bear interest, if any, or the method of calculating such rate or rates of interest, the date or dates from which such interest shall accrue or the method by which such date or dates shall be determined, the Interest Payment Dates on which any such interest shall be payable and, with respect to Registered Securities, the Regular Record Date, if any, for the interest payable on any Registered Security on any Interest Payment Date;

(5) the place or places where the principal of, premium, if any, and interest, if any, on Securities of the series shall be payable;

(6) the period or periods within which, the price or prices at which, the currency or currencies (including currency unit or units) in which, and the other terms and conditions upon which, Securities of the series may be redeemed, in whole or in part, at the option of the Company and, if other than as provided in Section 10.3, the manner in which the particular Securities of such series (if less than all Securities of such series are to be redeemed) are to be selected for redemption;

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

(8) if other than denominations of \$1,000 and any integral multiple thereof, if Registered Securities, and if other than the

denomination of \$5,000 and any integral multiple thereof, if Bearer Securities, the denominations in which Securities of the series shall be issuable;

(9) if other than Dollars, the currency or currencies (including currency unit or units) in which the principal of, premium, if any, and interest, if any, on the Securities of the series shall be payable, or in which the Securities of the series shall be denominated, and the particular provisions applicable thereto in accordance with, in addition to, or in lieu of the provisions of Section 3.12;

(10) if the payments of principal of, premium, if any, or interest, if any, on the Securities of the series are to be made, at the election of the Company or a Holder, in a currency or currencies (including currency unit or units) other than that in which such Securities are denominated or designated to be payable, the currency or currencies (including currency unit or units) in which such payments are to be made, the terms and conditions of such payments and the manner in which the exchange rate with respect to such payments shall be determined, and the particular provisions applicable thereto in accordance with, in addition to, or in lieu of the provisions of Section 3.12;

(11) if the amount of payments of principal of, premium, if any, and interest, if any, on the Securities of the series shall be determined with reference to an index, formula or other method (which index, formula or method may be based, without limitation, on a currency or currencies (including currency unit or units) other than that in which the Securities of the series are denominated or designated to be payable),

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the index, formula or other method by which such amounts shall be determined;

(12) if other than the principal amount thereof, the portion of the principal amount of such Securities of the series which shall be payable upon declaration of acceleration thereof pursuant to Section 5.2 or the method by which such portion shall be determined;

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

(14) if other than as provided in Section 3.7, the Person to whom any interest on any Registered Security of the series shall be payable and the manner in which, or the Person to whom, any interest on any Bearer Securities of the series shall be payable;

(15) provisions, if any, granting special rights to the Holders of Securities of the series upon the occurrence of such events as may be specified;

(16) any deletions from, modifications of or additions to the Events of Default set forth in Section 5.1 or covenants of the Company set forth in Article 9 pertaining to the Securities of the series;

(17) under what circumstances, if any, the Company will pay additional amounts on the Securities of that series held by a Person who is not a U.S. Person in respect of taxes or similar charges withheld or deducted and, if so, whether the Company will have the option to redeem such Securities rather than pay such additional amounts (and the terms of any such option);

(18) whether Securities of the series shall be issuable as Registered Securities or Bearer Securities (with or without interest coupons), or both, and any

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restrictions applicable to the offering, sale or delivery of Bearer Securities and, if other than as provided in Section 3.5, the terms upon which Bearer Securities of a series may be exchanged for Registered Securities of the same series and vice versa;

(19) the date as of which any Bearer Securities of the series and any temporary global Security representing Outstanding Securities of the series shall be dated if other than the date of original issuance of the first Security of the series to be issued;

(20) the forms of the Securities and coupons, if any, of the series;

(21) the applicability, if any, to the Securities of or within the series of Sections 4.4 and 4.5, or such other means of defeasance or covenant defeasance as may be specified for the Securities and coupons, if any, of such series, and, if the Securities are payable in a currency other than Dollars, whether, for the purpose of such defeasance or covenant defeasance, the term "Government Obligations" shall include obligations referred to in the definition of such term which are not obligations of the United States or an agency or instrumentality of the United States;

(22) if other than the Trustee, the identity of the Registrar and

any Paying Agent;

(23) the designation of the initial Exchange Rate Agent, if any;

(24) if the Securities of the series shall be issued in whole or in part in global form, (i) the Depository for such global Securities, (ii) the form of any legend in addition to or in lieu of that in Section 2.4 which shall be borne by such global security, (iii) whether beneficial owners of interests in any Securities of the series in global form may exchange such interests for certificated Securities of such series and of like tenor of any authorized form and denomination, and (iv) if other than as provided in Section 3.5, the circumstances under which any such exchange may occur; and

(25) any other terms of the series (which terms shall not be inconsistent with the provisions of this

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Indenture) including any terms which may be required by or advisable under United States laws or regulations or advisable (as determined by the Company) in connection with the marketing of Securities of the series.

(c) All Securities of any one series and coupons, if any, appertaining to any Bearer Securities of such series shall be substantially identical except, in the case of Registered Securities, as to denomination and except as may otherwise be provided (i) by a Board Resolution, (ii) by action taken pursuant to a Board Resolution and (subject to Section 3.3) set forth, or determined in the manner provided, in the related Officers' Certificate or (iii) in an indenture supplemental hereto. All Securities of any one series need not be issued at the same time and, unless otherwise provided, a series may be reopened, without the consent of the Holders, for issuances of additional Securities of such series.

(d) If any of the terms of the Securities of any series are established by action taken pursuant to a Board Resolution, a copy of such Board Resolution shall be certified by the Corporate Secretary or an Assistant Secretary of the Company and delivered to the Trustee at or prior to the delivery of the Officers' Certificate setting forth, or providing the manner for determining, the terms of the Securities of such series, and an appropriate record of any action taken pursuant thereto in connection with the issuance of any Securities of such series shall be delivered to the Trustee prior to the authentication and delivery thereof.

Section 3.2. DENOMINATIONS. Unless otherwise provided as contemplated by Section 3.1, any Registered Securities of a series shall be issuable in denominations of \$1,000 and any integral multiple thereof and any Bearer Securities of a series shall be issuable in the denomination of \$5,000 and any integral multiples thereof.

Section 3.3. EXECUTION, AUTHENTICATION, DELIVERY AND DATING.

Securities shall be executed on behalf of the Company by two Officers. The Company's seal shall be reproduced on the Securities. The signatures of any of these officers on the Securities may be manual or facsimile. The coupons, if any, of Bearer Securities shall bear the facsimile signature of two Officers.

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

At any time and from time to time, the Company may deliver Securities, together with any coupons appertaining thereto, of any series executed by the Company to the Trustee for authentication, together with a Company Order for the authentication and delivery of such Securities, and the Trustee in accordance with the Company Order shall authenticate and deliver such Securities; PROVIDED, HOWEVER, that in the case of Securities offered in a Periodic Offering, the Trustee shall authenticate and deliver such Securities from time to time in accordance with such other procedures (including, without limitation, the receipt by the Trustee of oral or electronic instructions from the Company or its duly authorized agents, promptly confirmed in writing) acceptable to the Trustee as may be specified by or pursuant to a Company Order delivered to the Trustee prior to the time of the first authentication of Securities of such series.

If the form or terms of the Securities of a series have been established by or pursuant to one or more Board Resolutions as permitted by Sections 2.1 and 3.1, in authenticating such Securities and accepting the additional responsibilities under this Indenture in relation to such Securities, the Trustee shall be entitled to receive, and (subject to section 315(a) through (d) of the Trust Indenture Act) shall be fully protected in relying upon, an Opinion of Counsel stating,

(1) if the forms of such Securities and any coupons have been established by or pursuant to a Board Resolution as permitted by Section 2.1, that such forms have been established in conformity with the provisions of this Indenture;

(2) if the terms of such Securities and any coupons have been established by or pursuant to a Board Resolution as permitted by Section 3.1, that such terms have been, or in the case of Securities of a series offered in a Periodic Offering, will be, established in conformity with the provisions of this Indenture,

subject in the case of Securities offered in a Periodic Offering, to any conditions specified in such Opinion of Counsel; and

(3) that such Securities together with any coupons appertaining thereto, when authenticated and delivered by the Trustee and issued by the Company in the manner and subject to any conditions specified in such Opinion of Counsel, will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting the enforcement of creditors' rights and to general equity principles and except further as enforcement thereof may be limited by (A) requirements that a claim with respect to any Securities denominated other than in Dollars (or a Foreign Currency or currency unit judgment in respect of such claim) be converted into Dollars at a rate of exchange prevailing on a date determined pursuant to applicable law or (B) governmental authority to limit, delay or prohibit the making of payments in Foreign Currencies or currency units or payments outside the United States.

Notwithstanding that such form or terms have been so established, the Trustee shall have the right to decline to authenticate such Securities if, in the written opinion of counsel to the Trustee (which counsel may be an employee of the Trustee) reasonably acceptable to the Company, the issue of such Securities pursuant to this Indenture will adversely affect the Trustee's own rights, duties or immunities under this Indenture or otherwise in a manner which is not reasonably acceptable to the Trustee. Notwithstanding the generality of the foregoing, the Trustee will not be required to authenticate Securities denominated in a Foreign Currency if the Trustee reasonably believes that it would be unable to perform its duties with respect to such Securities.

Notwithstanding the provisions of Section 3.1 and of the two preceding paragraphs, if all of the Securities of any series are not to be issued at one time, it shall not be necessary to deliver the Officers' Certificate otherwise required pursuant to Section 3.1 or the Company Order and Opinion of Counsel otherwise required pursuant to the two preceding paragraphs in connection with the authentication

of each Security of such series if such documents, with appropriate modifications to cover such future issuances, are delivered at or prior to the authentication upon original issuance of the first Security of such series to

be issued.

With respect to Securities of a series offered in a Periodic Offering, the Trustee may rely, as to the authorization by the Company of any of such Securities, the form and terms thereof and the legality, validity, binding effect and enforceability thereof, upon the Opinion of Counsel and the other documents delivered pursuant to Sections 2.1 and 3.1 and this Section, as applicable, in connection with the first authentication of Securities of such series.

If the Company shall establish pursuant to Section 3.1 that the Securities of a series are to be issued in whole or in part in global form, then the Company shall execute and the Trustee shall, in accordance with this Section and the Company Order with respect to such series, authenticate and deliver one or more Securities in global form that (i) shall represent and shall be denominated in an amount equal to the aggregate principal amount of the Outstanding Securities of such series to be represented by such Security or Securities in global form, (ii) shall be registered, if a Registered Security, in the name of the Depository for such Security or Securities in global form or the nominee of such Depository, (iii) shall be delivered by the Trustee to such Depository or pursuant to such Depository's instruction and (iv) shall bear the legends set forth in Section 2.4 and the terms of the Board Resolution or supplemental indenture relating to such series.

Each Depository designated pursuant to Section 3.1 for a Registered Security in global form must, at the time of its designation and at all times while it serves as Depository, be a clearing agency registered under the Securities Exchange Act of 1934 and any other applicable statute or regulation. The Trustee shall have no responsibility to determine if the Depository is so registered. Each Depository shall enter into an agreement with the Trustee governing the respective duties and rights of such Depository and the Trustee with regard to Securities issued in global form.

Each Registered Security shall be dated the date of its authentication and each Bearer Security shall be

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dated as of the date specified as contemplated by Section 3.1.

No Security or coupon appertaining thereto shall be entitled to any benefits under this Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of one of the authorized signatories of the Trustee or an Authenticating Agent and no coupon shall be valid until the Security to which it appertains has been so authenticated. Such signature upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered under this Indenture and is entitled to the benefits of this Indenture. Except as permitted by Section 3.6 or 3.7, the Trustee shall not authenticate and deliver any Bearer Security unless all appurtenant coupons for interest then

matured have been detached and cancelled.

Notwithstanding the foregoing, if any Security shall have been authenticated and delivered hereunder but never issued and sold by the Company, and the Company shall deliver such Security to the Trustee for cancellation as provided in Section 3.9 together with a written statement (which need not comply with Section 1.2 and need not be accompanied by an Opinion of Counsel) stating that such Security has never been issued and sold by the Company, for all purposes of this Indenture such Security shall be deemed never to have been authenticated and delivered hereunder and shall not be entitled to the benefits of this Indenture.

Section 3.4. TEMPORARY SECURITIES. Pending the preparation of definitive Securities of any series, the Company may execute and, upon Company Order, the Trustee shall authenticate and deliver temporary Securities of such series which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor and form, with or without coupons, of the definitive Securities in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Securities may determine, as conclusively evidenced by their execution of such Securities and coupons, if any. In the case of Securities of any series, such temporary Securities may be in global form, representing all or a portion of the Outstanding Securities of such series.

Except in the case of temporary Securities in global form, each of which shall be exchanged in accordance with the provisions thereof, if temporary Securities of any series are issued, the Company will cause definitive Securities of such series to be prepared without unreasonable delay. After preparation of definitive Securities of such series, the temporary Securities of such series shall be exchangeable for definitive Securities of such series upon surrender of the temporary Securities of such series at the office or agency of the Company pursuant to Section 9.2 in a Place of Payment for such series, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Securities of any series (accompanied by any unmatured coupons appertaining thereto), the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Securities of the same series of authorized denominations and of like tenor; PROVIDED, HOWEVER, that no definitive Bearer Security shall be delivered in exchange for a temporary Registered Security; and PROVIDED FURTHER that no definitive Bearer Security shall be delivered in exchange for a temporary Bearer Security unless the Trustee shall have received from the person entitled to receive the definitive Bearer Security a certificate substantially in the form approved in or pursuant to the Board Resolutions relating thereto and such delivery shall occur only outside the United States. Until so exchanged, the temporary Securities of any series shall in all respects be entitled to the same

benefits under this Indenture as definitive Securities of such series except as otherwise specified as contemplated by Section 3.1.

Section 3.5. REGISTRATION, TRANSFER AND EXCHANGE. The Company shall cause to be kept at the Corporate Trust Office of the Trustee or in any office or agency to be maintained by the Company in accordance with Section 9.2 in a Place of Payment a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Registered Securities and the registration of transfers of Registered Securities. The Register shall be in written form or any other form capable of being converted into written form within a reasonable time. The Trustee is hereby appointed "Registrar" for the purpose of registering Registered Securities and transfers of Registered Securities as herein provided.

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Upon surrender for registration of transfer of any Registered Security of any series at the office or agency maintained pursuant to Section 9.2 in a Place of Payment for that series, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Registered Securities of the same series, of any authorized denominations and of a like aggregate principal amount containing identical terms and provisions.

Bearer Securities or any coupons appertaining thereto shall be transferable by delivery.

At the option of the Holder, Registered Securities of any series (except a Registered Security in global form) may be exchanged for other Registered Securities of the same series, of any authorized denominations and of a like aggregate principal amount containing identical terms and provisions, upon surrender of the Registered Securities to be exchanged at such office or agency. Whenever any Registered Securities are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Registered Securities which the Holder making the exchange is entitled to receive. Unless otherwise specified as contemplated by Section 3.1, Bearer Securities may not be issued in exchange for Registered Securities.

Unless otherwise specified as contemplated by Section 3.1, at the option of the Holder, Bearer Securities of such series may be exchanged for Registered Securities (if the Securities of such series are issuable in registered form) or Bearer Securities (if Bearer Securities of such series are issuable in more than one denomination and such exchanges are permitted by such series) of the same series, of any authorized denominations and of like tenor and aggregate principal amount, upon surrender of the Bearer Securities to be exchanged at any such office or agency, with all unmatured coupons and all matured coupons in default thereto appertaining. If the Holder of a

Bearer Security is unable to produce any such unmatured coupon or coupons or matured coupon or coupons in default, such exchange may be effected if the Bearer Securities are accompanied by payment in funds acceptable to the Company and the Trustee in an amount equal to the face amount of such missing coupon or coupons, or the surrender of such missing coupon or coupons may be waived by the Company and the Trustee if there be furnished to them such security or

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indemnity as they may require to save each of them and any Paying Agent harmless. If thereafter the Holder of such Security shall surrender to any Paying Agent any such missing coupon in respect of which such a payment shall have been made, such Holder shall be entitled to receive the amount of such payment; PROVIDED, HOWEVER, that, except as otherwise provided in Section 9.2, interest represented by coupons shall be payable only upon presentation and surrender of those coupons at an office or agency located outside the United States. Notwithstanding the foregoing, in case any Bearer Security of any series is surrendered at any such office or agency in exchange for a Registered Security of the same series after the close of business at such office or agency on (i) any Regular Record Date and before the opening of business at such office or agency on the relevant Interest Payment Date, or (ii) any Special Record Date and before the opening of business at such office or agency on the related date for payment of Defaulted Interest, such Bearer Security shall be surrendered without the coupon relating to such Interest Payment Date or proposed date of payment, as the case may be (or, if such coupon is so surrendered with such Bearer Security, such coupon shall be returned to the person so surrendering the Bearer Security), and interest or Defaulted Interest, as the case may be, will not be payable on such Interest Payment Date or proposed date for payment, as the case may be, in respect of the Registered Security issued in exchange for such Bearer Security, but will be payable only to the Holder of such coupon, when due in accordance with the provisions of this Indenture.

Each Security issued in global form authenticated under this Indenture shall be registered in the name of the Depository designated for such series or a nominee thereof and delivered to such Depository or a nominee thereof or custodian therefor, and each such Security issued in global form shall constitute a single Security for all purposes of this Indenture.

Notwithstanding any other provision of this Section, unless and until it is exchanged in whole or in part for Securities in certificated form in the circumstances described below, a Security in global form representing all or a portion of the Securities of a series may not be transferred except as a whole by the Depository for such series to a nominee of such Depository or by a nominee of such Depository to such Depository or another nominee of such Depository or by such Depository or any such

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nominee to a successor Depository for such series or a nominee of such successor Depository.

If at any time the Depository for the Securities of a series notifies the Company that it is unwilling or unable to continue as Depository for the Securities of such series or if at any time the Depository for the Securities of such series shall no longer be eligible under Section 3.3, the Company shall appoint a successor Depository with respect to the Securities of such series. If a successor Depository for the Securities of such series is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such ineligibility, the Company's election pursuant to Section 3.1(b)(23) shall no longer be effective with respect to the Securities of such series and the Company shall execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of certificated Securities of such series of like tenor, shall authenticate and deliver, Securities of such series of like tenor in certificated form, in authorized denominations and in an aggregate principal amount equal to the principal amount of the Security or Securities of such series of like tenor in global form in exchange for such Security or Securities in global form.

The Company may at any time in its sole discretion determine that Securities issued in global form shall no longer be represented by such a Security or Securities in global form. In such event the Company shall execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of certificated Securities of such series of like tenor, shall authenticate and deliver, Securities of such series of like tenor in certificated form, in authorized denominations and in an aggregate principal amount equal to the principal amount of the Security or Securities of such series of like tenor in global form in exchange for such Security or Securities in global form.

If specified by the Company pursuant to Section 3.1 with respect to a series of Securities, the Depository for such series may surrender a Security in global form of such series in exchange in whole or in part for Securities of such series in certificated form on such terms as are acceptable to the Company and such Depository. Thereupon, the Company shall execute, and the Trustee shall authenticate and deliver, without service charge,

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(i) to each Person specified by such Depository a new certificated Security or Securities of the same series of like tenor, of any authorized denomination as requested by such Person in aggregate principal amount equal to and in exchange for such Person's beneficial interest in the Security in global form; and

(ii) to such Depository a new Security in global form of like tenor

in a denomination equal to the difference, if any, between the principal amount of the surrendered Security in global form and the aggregate principal amount of certificated Securities delivered to Holders thereof.

Upon the exchange of a Security in global form for Securities in certificated form, such Security in global form shall be cancelled by the Trustee. Unless expressly provided with respect to the Securities of any series that such Security may be exchanged for Bearer Securities, Securities in certificated form issued in exchange for a Security in global form pursuant to this Section shall be registered in such names and in such authorized denominations as the Depository for such Security in global form, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee shall deliver such Securities to the Persons in whose names such Securities are so registered.

Whenever any Securities are surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Securities which the Holder making the exchange is entitled to receive.

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

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

No service charge shall be made for any registration of transfer or for any exchange of Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration or transfer or exchange of Securities, other than exchanges pursuant to Section 3.4 or 10.7 not involving any transfer.

If the Securities of any series (or of any series and specified tenor) are to be redeemed in part, the Company shall not be required (i) to issue, register the transfer of, or exchange any Securities for a period beginning at the opening of business 15 days before any selection for redemption of Securities of like tenor and of the series of which such Security is a part and ending at the close of business on the earliest date on which the relevant notice of redemption is deemed to have been given to all

Holders of Securities of like tenor and of such series to be redeemed; (ii) to register the transfer of or exchange any Registered Security so selected for redemption, in whole or in part, except the unredeemed portion of any Security being redeemed in part; or (iii) to exchange any Bearer Security so selected for redemption, except that such a Bearer Security may be exchanged for a Registered Security of that series and like tenor; PROVIDED that such Registered Security shall be simultaneously surrendered for redemption.

The foregoing provisions relating to registration, transfer and exchange may be modified, supplemented or superseded with respect to any series of Securities by a Board Resolution or in one or more indentures supplemental hereto.

Section 3.6. REPLACEMENT SECURITIES. If a mutilated Security or a Security with a mutilated coupon appertaining to it is surrendered to the Trustee, together with, in proper cases, such security or indemnity as may be required by the Company or the Trustee to save each of them harmless, the Company shall execute and the Trustee shall authenticate and deliver a replacement Registered Security, if such surrendered Security was a Registered Security, or a replacement Bearer Security with coupons corresponding to the coupons appertaining to the surrendered Security, if such surrendered Security was a Bearer Security, of the same series and date of maturity, if the Trustee's requirements are met.

If there shall be delivered to the Company and the Trustee (i) evidence to their satisfaction of the destruction, loss or theft of any Security or Security with a destroyed, lost or stolen coupon and (ii) such security or indemnity as may be required by them to save each of them and any agent of either of them harmless, then, in the absence of notice to the Company or the Trustee that such Security or coupon has been acquired by a bona fide purchaser, the Company shall execute and the Trustee shall authenticate and deliver in lieu of any such destroyed, lost or stolen Security or in exchange for the Security to which a destroyed, lost or stolen coupon appertains (with all appurtenant coupons not destroyed, lost or stolen), a replacement Registered Security, if such Holder's claim appertains to a Registered Security, or a replacement Bearer Security with coupons corresponding to the coupons appertaining to the destroyed, lost or stolen Bearer Security or the Bearer Security to which such lost, destroyed or stolen coupon appertains, if such Holder's claim appertains to a Bearer Security, of the same series and principal amount, containing identical terms and provisions and bearing a number not contemporaneously outstanding with coupons corresponding to the coupons, if any, appertaining to the destroyed, lost or stolen Security.

In case any such mutilated, destroyed, lost or stolen Security or coupon has become or is about to become due and payable, the Company in its discretion may, instead of issuing a new Security or coupon, pay such Security

or coupon; PROVIDED, HOWEVER, that payment of principal of and any premium or interest on Bearer Securities shall, except as otherwise provided in Section 9.2, be payable only at an office or agency located outside the United States and, unless otherwise specified as contemplated by Section 3.1, any interest on Bearer Securities shall be payable only upon presentation and surrender of the coupons appertaining thereto.

Upon the issuance of any new Security 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 the fees and expenses of the Trustee, its agents and counsel) connected therewith.

Every new Security of any series with its coupons, if any, issued pursuant to this Section in lieu of any destroyed, lost or stolen Security, or in exchange for a

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Security to which a destroyed, lost or stolen coupon appertains, shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Security and its coupon, if any, or the destroyed, lost or stolen coupon, shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Securities of that securities and their coupons, if any, 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 Securities or coupons.

Section 3.7. PAYMENT OF INTEREST; INTEREST RIGHTS PRESERVED.

(a) Unless otherwise provided as contemplated by Section 3.1 with respect to any series of Securities, interest, if any, on any Registered Security which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest at the office or agency maintained for such purpose pursuant to 9.2; PROVIDED, HOWEVER, that at the option of the Company, interest on any series of Registered Securities that bear interest may be paid (i) by check mailed to the address of the Person entitled thereto as it shall appear on the Register of Holders of Securities of such series or (ii) at the expense of the Company, by wire transfer to an account maintained by the Person entitled thereto as specified in the Register of Holders of Securities of such series.

Unless otherwise provided as contemplated by Section 3.1 with respect to any series of Securities, (i) interest, if any, on Bearer Securities shall be paid only against presentation and surrender of the

coupons for such interest installments as are evidenced thereby as they mature and (ii) original issue discount, if any, on Bearer Securities shall be paid only against presentation and surrender of such Securities; in either case at the office of a Paying Agent located outside the United States, unless the Company shall have otherwise instructed the Trustee in writing provided that any such instruction for payment in the United States does not cause any Bearer Security to be treated as a "registration-required obligation" under United States laws and regulations. The interest, if any, on any

temporary Bearer Security shall be paid, as to any installment of interest evidenced by a coupon attached thereto only upon presentation and surrender of such coupon and, as to other installments of interest, only upon presentation of such Security for notation thereon of the payment of such interest. If at the time a payment of principal of or interest, if any, on a Bearer Security or coupon shall become due, the payment of the full amount so payable at the office or offices of all the Paying Agents outside the United States is illegal or effectively precluded because of the imposition of exchange controls or other similar restrictions on the payment of such amount in Dollars, then the Company may instruct the Trustee in writing to make such payments at a Paying Agent located in the United States, provided that provision for such payment in the United States would not cause such Bearer Security to be treated as a "registration-required obligation" under United States laws and regulations.

(b) Unless otherwise provided as contemplated by Section 3.1 with respect to any series of Securities, any interest on Registered Securities of any series which is payable, but is not punctually paid or duly provided for, on any interest payment date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holders on the relevant Regular Record Date by virtue of their having been such Holders, and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in clause (1) or (2) below:

(1) The Company may elect to make payment of such Defaulted Interest to the Persons in whose names such Registered Securities (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause (1) provided. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after

the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of such Registered Securities at his address as it appears in the Register, not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been so mailed, such Defaulted Interest shall be paid to the Persons in whose names such Registered Securities (or their respective Predecessor Securities) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following clause (2).

(2) The Company may make payment of such Defaulted Interest to the Persons in whose names such Registered Securities (or their respective Predecessor Securities) are registered at the close of business on a specified date in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Registered Securities 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 (2), such manner of payment shall be deemed practicable by the Trustee.

(c) Subject to the foregoing provisions of this Section and Section 3.5, each Security delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Security shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Security.

Section 3.8. PERSONS DEEMED OWNERS. Prior to due presentment of any Registered Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name such Registered Security is registered as the owner of such Registered Security for the purpose of receiving payment of principal of, premium, if any, and (subject to Section 3.7) interest on such Registered Security and for all other purposes whatsoever, whether or not such Registered Security be overdue, and neither the Company, the Trustee nor any

agent of the Company or the Trustee shall be affected by notice to the contrary.

The Company, the Trustee and any agent of the Company or the Trustee may treat the bearer of any Bearer Security and the bearer of any coupon as the absolute owner of such Bearer Security or coupon for the purpose of receiving payment thereof or on account thereof and for all other purposes whatsoever, whether or not such Bearer Security or coupon be overdue, and neither the Company, the Trustee nor any agent of the Company or the Trustee shall be affected by notice to the contrary.

None of the Company, the Trustee or any agent of the Company or the Trustee shall have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Security in global form, or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Notwithstanding the foregoing, with respect to any Security in global form, nothing herein shall prevent the Company or the Trustee, or any agent of the Company or the Trustee, from giving effect to any written certification, proxy or other authorization furnished by any Depository (or its nominee), as a Holder, with respect to such Security in global form or impair, as between such Depository and owners of beneficial interests in such Security in global form, the operation of customary practices governing the exercise of the rights of such Depository (or its nominee) as Holder of such Security in global form.

Section 3.9. CANCELLATION. The Company at any time may deliver Securities and coupons to the Trustee for cancellation. The Registrar and any Paying Agent shall forward to the Trustee any Securities and coupons surrendered to them for replacement, for registration of transfer, or for exchange or payment. The Trustee shall cancel all Securities and coupons surrendered for replacement, for registration of transfer, or for exchange, payment, redemption or cancellation and may, but shall not be required to, dispose of cancelled Securities and coupons and issue a certificate of destruction to the Company. The Company may not issue new Securities to replace Securities that it has paid or delivered to the Trustee for cancellation.

Section 3.10. COMPUTATION OF INTEREST. Except as otherwise specified as contemplated by Section 3.1, interest on the Securities of each series shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.11. CUSIP NUMBERS. The Company in issuing the Securities may use "CUSIP" numbers (if then generally in use), and, in such case, the Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders; PROVIDED that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the

Securities, and any such redemption shall not be affected by any defect in or omission of such numbers.

Section 3.12. CURRENCY AND MANNER OF PAYMENT IN RESPECT OF SECURITIES. (a) Unless otherwise specified with respect to any Securities pursuant to Section 3.1, with respect to Registered Securities of any series not permitting the election provided for in paragraph (b) below or the Holders of which have not made the election provided for in paragraph (b) below, and with respect to Bearer Securities of any series, except as provided in paragraph (d) below, payment of the principal of, premium, if any, and interest, if any, on any Registered or Bearer Security of such series will be made in the currency or currencies or currency unit or units in which such Registered Security or Bearer Security, as the case may be, is payable. The provisions of this Section 3.12 may be modified or superseded pursuant to Section 3.1 with respect to any Securities.

(b) It may be provided pursuant to Section 3.1, with respect to Registered Securities of any series, that Holders shall have the option, subject to paragraphs (d) and (e) below, to receive payments of principal of, premium, if any, or interest, if any, on such Registered Securities in any of the currencies or currency units which may be designated for such election by delivering to the Trustee (or the applicable Paying Agent) a written election with signature guarantees and in the applicable form established pursuant to Section 3.1, not later than the close of business on the Election Date immediately preceding the applicable payment date. If a Holder so elects to receive such payments in any such currency or currency unit, such election will remain in effect for such Holder or any trans-

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feree of such Holder until changed by such Holder or such transferee by written notice to the Trustee (or any applicable Paying Agent) for such series of Registered Securities (but any such change must be made not later than the close of business on the Election Date immediately preceding the next payment date to be effective for the payment to be made on such payment date, and no such change of election may be made with respect to payments to be made on any Registered Security of such series with respect to which an Event of Default has occurred or with respect to which the Company has deposited funds pursuant to Article 4 or with respect to which a notice of redemption has been given by or on behalf of the Company). Any Holder of any such Registered Security who shall not have delivered any such election to the Trustee (or any applicable Paying Agent) not later than the close of business on the applicable Election Date will be paid the amount due on the applicable payment date in the relevant currency or currency unit as provided in Section 3.12(a). The Trustee (or the applicable Paying Agent) shall notify the Exchange Rate Agent as soon as practicable after the Election Date of the aggregate principal amount of Registered Securities for which Holders have made such written election.

(c) If the election referred to in paragraph (b) above has been

provided for with respect to any Registered Securities of a series pursuant to Section 3.1, then, unless otherwise specified pursuant to Section 3.1 with respect to any such Registered Securities, not later than the fourth Business Day after the Election Date for each payment date for such Registered Securities, the Exchange Rate Agent will deliver to the Company a written notice specifying, in the currency or currencies or currency unit or units in which Registered Securities of such series are payable, the respective aggregate amounts of principal of, premium, if any, and interest, if any, on such Registered Securities to be paid on such payment date, and specifying the amounts in such currency or currencies or currency unit or units so payable in respect of such Registered Securities as to which the Holders of Registered Securities denominated in any currency or currencies or currency unit or units shall have elected to be paid in another currency or currency unit as provided in paragraph (b) above. If the election referred to in paragraph (b) above has been provided for with respect to any Registered Securities of a series pursuant to Section 3.1, and if at least one Holder has made such election, then, unless otherwise specified pursuant to Section 3.1, on the second Business Day preceding such payment date the

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Company will deliver to the Trustee (or the applicable Paying Agent) an Exchange Rate Officers' Certificate in respect of the Dollar, Foreign Currency or Currencies, ECU or other currency unit payments to be made on such payment date. Unless otherwise specified pursuant to Section 3.1, the Dollar, Foreign Currency or Currencies, ECU or other currency unit amount receivable by Holders of Registered Securities who have elected payment in a currency or currency unit as provided in paragraph (b) above shall be determined by the Company on the basis of the applicable Market Exchange Rate in effect on the second Business Day (the "Valuation Date") immediately preceding each payment date, and such determination shall be conclusive and binding for all purposes, absent manifest error.

(d) If a Conversion Event occurs with respect to a Foreign Currency, ECU or any other currency unit in which any of the Securities are denominated or payable otherwise than pursuant to an election provided for pursuant to paragraph (b) above, then, with respect to each date for the payment of principal of, premium, if any, and interest, if any, on the applicable Securities denominated or payable in such Foreign Currency, ECU or such other currency unit occurring after the last date on which such Foreign Currency, ECU or such other currency unit was used (the "Conversion Date"), the Dollar shall be the currency of payment for use on each such payment date (but such Foreign Currency, ECU or such other currency unit that was previously the currency of payment shall, at the Company's election, resume being the currency of payment on the first such payment date preceded by 15 Business Days during which the circumstances which gave rise to the Dollar becoming such currency no longer prevail). Unless otherwise specified pursuant to Section 3.1, the Dollar amount to be paid by the Company to the Trustee or any applicable Paying Agent and by the Trustee or any applicable Paying Agent to the Holders of such Securities with respect to such payment

date shall be, in the case of a Foreign Currency other than a currency unit, the Dollar Equivalent of the Foreign Currency or, in the case of a Foreign Currency that is a currency unit, the Dollar Equivalent of the Currency Unit, in each case as determined by the Exchange Rate Agent in the manner provided in paragraph (f) or (g) below.

(e) Unless otherwise specified pursuant to Section 3.1, if the Holder of a Registered Security denominated in any currency or currency unit shall have elected to be paid in another currency or currency unit or in other

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currencies as provided in paragraph (b) above, and (i) a Conversion Event occurs with respect to any such elected currency or currency unit, such Holder shall receive payment in the currency or currency unit in which payment would have been made in the absence of such election and (ii) if a Conversion Event occurs with respect to the currency or currency unit in which payment would have been made in the absence of such election, such Holder shall receive payment in Dollars as provided in paragraph (d) of this Section 3.12 (but, subject to any contravening valid election pursuant to paragraph (b) above, the elected payment currency or currency unit, in the case of the circumstances described in clause (i) above, or the payment currency or currency unit in the absence of such election, in the case of the circumstances described in clause (ii) above, shall, at the Company's election, resume being the currency or currency unit of payment with respect to Holders who have so elected, but only with respect to payments on payment dates preceded by 15 Business Days during which the circumstances which gave rise to such currency or currency unit, in the case of the circumstances described in clause (i) above, or the Dollar, in the case of the circumstances described in clause (ii) above, as applicable, becoming the currency or currency unit of payment, no longer prevail).

(f) The "Dollar Equivalent of the Foreign Currency" shall be determined by the Exchange Rate Agent and shall be obtained for each subsequent payment date by the Exchange Rate Agent by converting the specified Foreign Currency into Dollars at the Market Exchange Rate on the Conversion Date.

(g) The "Dollar Equivalent of the Currency Unit" shall be determined by the Exchange Rate Agent and, subject to the provisions of paragraph (h) below, shall be the sum of each amount obtained by converting the Specified Amount of each Component Currency (as each such term is defined in paragraph (h) below) into Dollars at the Market Exchange Rate for such Component Currency on the Valuation Date with respect to each payment.

(h) For purposes of this Section 3.12 the following terms shall have the following meanings:

A "Component Currency" shall mean any currency which, on the Conversion Date, was a component currency of the relevant currency unit,

including, but not limited to, ECU.

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"Election Date" shall mean the Regular Record Date for the applicable series of Registered Securities as specified pursuant to Section 3.1 by which the written election referred to in Section 3.12(b) may be made.

A "Specified Amount" of a Component Currency shall mean the number of units of such Component Currency or fractions thereof which such Component Currency represented in the relevant currency unit, including, but not limited to, ECU, on the Conversion Date. If after the Conversion Date the official unit of any Component Currency is altered by way of combination or subdivision, the Specified Amount of such Component Currency shall be divided or multiplied in the same proportion. If after the Conversion Date two or more Component Currencies are consolidated into a single currency, the respective Specified Amounts of such Component Currencies shall be replaced by an amount in such single currency equal to the sum of the respective Specified Amounts of such consolidated Component Currencies expressed in such single currency, and such amount shall thereafter be a Specified Amount and such single currency shall thereafter be a Component Currency. If after the Conversion Date any Component Currency shall be divided into two or more currencies, the Specified Amount of such Component Currency shall be replaced by specified amounts of such two or more currencies, the sum of which, at the Market Exchange Rate of such two or more currencies on the date of such replacement, shall be equal to the Specified Amount of such former Component Currency and such amounts shall thereafter be Specified Amounts and such currencies shall thereafter be Component Currencies. If, after the Conversion Date of the relevant currency unit, including, but not limited to, ECU, a Conversion Event (other than any event referred to above in this definition of "Specified Amount") occurs with respect to any Component Currency of such currency unit and is continuing on the applicable Valuation Date, the Specified Amount of such Component Currency shall, for purposes of calculating the Dollar Equivalent of the Currency Unit, be converted into Dollars at the Market Exchange Rate in effect on the Conversion Date of such Component Currency.

All decisions and determinations of the Exchange Rate Agent regarding the Dollar Equivalent of the Foreign Currency, the Dollar Equivalent of the Currency Unit, the Market Exchange Rate and changes in the Specified Amounts as specified above shall be in its sole discretion and shall, in the absence of manifest error, be conclusive for all

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purposes and irrevocably binding upon the Company, the Trustee (and any

applicable Paying Agent) and all Holders of Securities denominated or payable in the relevant currency, currencies or currency units. The Exchange Rate Agent shall promptly give written notice to the Company and the Trustee of any such decision or determination.

In the event that the Company determines in good faith that a Conversion Event has occurred with respect to a Foreign Currency, the Company will promptly give written notice thereof to the Trustee (or any applicable Paying Agent) and to the Exchange Rate Agent (and the Trustee (or such Paying Agent) will promptly thereafter give notice in the manner provided in Section 1.6 to the affected Holders) specifying the Conversion Date. In the event the Company so determines that a Conversion Event has occurred with respect to ECU or any other currency unit in which Securities are denominated or payable, the Company will promptly give written notice thereof to the Trustee (or any applicable Paying Agent) and to the Exchange Rate Agent (and the Trustee (or such Paying Agent)) will promptly thereafter give notice in the manner provided in Section 1.6 to the affected Holders) specifying the Conversion Date and the Specified Amount of each Component Currency on the Conversion Date. In the event the Company determines in good faith that any subsequent change in any Component Currency as set forth in the definition of Specified Amount above has occurred, the Company will similarly give written notice to the Trustee (or any applicable Paying Agent) and to the Exchange Rate Agent.

The Trustee of the appropriate series of Securities shall be fully justified and protected in relying and acting upon information received by it from the Company and the Exchange Rate Agent and shall not otherwise have any duty or obligation to determine the accuracy or validity of such information independent of the Company or the Exchange Rate Agent.

Section 3.13. APPOINTMENT AND RESIGNATION OF EXCHANGE RATE AGENT. (a) Unless otherwise specified pursuant to Section 3.1, if and so long as the Securities of any series (i) are denominated in a currency other than Dollars or (ii) may be payable in a currency other than Dollars, or so long as it is required under any other provision of this Indenture, then the Company will maintain with respect to each such series of Securities, or as so required, at least one Exchange Rate Agent. The Company

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will cause the Exchange Rate Agent to make the necessary foreign exchange determinations at the time and in the manner specified pursuant to Section 3.12 for the purpose of determining the applicable rate of exchange and, if applicable, for the purpose of converting the issued currency or currencies or currency unit or units into the applicable payment currency or currency unit for the payment of principal, premium, if any, and interest, if any, pursuant to Section 3.12.

(b) No resignation of the Exchange Rate Agent and no appointment of a successor Exchange Rate Agent pursuant to this Section shall become effective until the acceptance of appointment by the successor Exchange Rate

Agent as evidenced by a written instrument delivered to the Company and the Trustee of the appropriate series of Securities accepting such appointment executed by the successor Exchange Rate Agent.

(c) If the Exchange Rate Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of the Exchange Rate Agency for any cause, with respect to the Securities of one or more series, the Company, by or pursuant to a Board Resolution, shall promptly appoint a successor Exchange Rate Agent or Exchange Rate Agents with respect to the Securities of that or those series (it being understood that any such successor Exchange Rate Agent may be appointed with respect to the Securities of one or more or all of such series and that, unless otherwise specified pursuant to Section 3.1, at any time there shall only be one Exchange Rate Agent with respect to the Securities of any particular series that are originally issued by the Company on the same date and that are initially denominated and/or payable in the same currency or currencies or currency unit or units).

ARTICLE 4

SATISFACTION, DISCHARGE AND DEFEASANCE

Section 4.1. TERMINATION OF COMPANY'S OBLIGATIONS UNDER THE INDENTURE. (a) This Indenture shall upon a Company Request cease to be of further effect with respect to Securities of or within any series and any coupons appertaining thereto (except as to any surviving rights of registration of transfer or exchange of such Securities and replacement of such Securities which may have been lost,

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stolen or mutilated as herein expressly provided for) and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture with respect to such Securities and any coupons appertaining thereto when

(1) either

(A) all such Securities previously authenticated and delivered and all coupons appertaining thereto (other than (i) such coupons appertaining to Bearer Securities surrendered in exchange for Registered Securities and maturing after such exchange, surrender of which is not required or has been waived as provided in Section 3.5, (ii) such Securities and coupons which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 3.6, (iii) such coupons appertaining to Bearer Securities called for redemption and maturing after the relevant Redemption Date, surrender of which has been waived as provided in Section 10.6 and (iv) such

Securities and coupons for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 9.3) have been delivered to the Trustee for cancellation; or

(B) all Securities of such series and, in the case of (i) or (ii) below, any coupons appertaining thereto not theretofore delivered to the Trustee for cancellation

(i) have become due and payable, or

(ii) will become due and payable at their Stated Maturity within one year, or

(iii) if redeemable at the option of the Company, are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company,

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and the Company, in the case of (i), (ii) or (iii) above, has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust for the purpose an amount in the currency or currencies or currency unit or units in which the Securities of such series are payable, sufficient to pay and discharge the entire indebtedness on such Securities and such coupons not theretofore delivered to the Trustee for cancellation, for principal, premium, if any, and interest, with respect thereto, to the date of such deposit (in the case of Securities which have become due and payable) or to the Stated Maturity or Redemption Date, as the case may be;

(2) the Company has paid or caused to be paid all other sums payable hereunder by the Company; and

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

Notwithstanding the satisfaction and discharge of this Indenture, the obligation of the Company to the Trustee and any predecessor Trustee under Section 6.9, the obligations of the Company to any Authenticating Agent under Section 6.14 and, if money shall have been deposited with the Trustee pursuant to subclause (B) of clause (1) of this Section, the obligations of the Trustee under Section 4.2 and the last paragraph of Section 9.3 shall survive.

Section 4.2. APPLICATION OF TRUST FUNDS. Subject to the provisions of the last paragraph of Section 9.3, all money deposited with the Trustee pursuant to Section 4.1 shall be held in trust and applied by it, in accordance with the provisions of the Securities, the coupons and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal, premium, if any and any interest for whose payment such money has been deposited with or received by the Trustee, but such money need not be segregated from other funds except to the extent required by law.

Section 4.3. APPLICABILITY OF DEFEASANCE PROVISIONS; COMPANY'S OPTION TO EFFECT DEFEASANCE OR COVENANT

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DEFEASANCE. If pursuant to Section 3.1 provision is made for either or both of (i) defeasance of the Securities of or within a series under Section 4.4 or (ii) covenant defeasance of the Securities of or within a series under Section 4.5, then the provisions of such Section or Sections, as the case may be, together with the provisions of Sections 4.6 through 4.9 inclusive, with such modifications thereto as may be specified pursuant to Section 3.1 with respect to any Securities, shall be applicable to such Securities and any coupons appertaining thereto, and the Company may at its option by or pursuant to Board Resolution, at any time, with respect to such Securities and any coupons appertaining thereto, elect to have Section 4.4 (if applicable) or Section 4.5 (if applicable) be applied to such Outstanding Securities and any coupons appertaining thereto upon compliance with the conditions set forth below in this Article.

Section 4.4. DEFEASANCE AND DISCHARGE. Upon the Company's exercise of the option specified in Section 4.3 applicable to this Section with respect to the Securities of or within a series, the Company shall be deemed to have been discharged from its obligations with respect to such Securities and any coupons appertaining thereto on and after the date the conditions set forth in Section 4.6 are satisfied (hereinafter "defeasance"). For this purpose, such defeasance means that the Company shall be deemed to have paid and discharged the entire indebtedness represented by such Securities and any coupons appertaining thereto which shall thereafter be deemed to be "Outstanding" only for the purposes of Section 4.7 and the other Sections of this Indenture referred to in clause (ii) of this Section, and to have satisfied all its other obligations under such Securities and any coupons appertaining thereto and this Indenture insofar as such Securities and any coupons appertaining thereto are concerned (and the Trustee, at the expense of the Company, shall on a Company Order execute proper instruments acknowledging the same), except the following which shall survive until otherwise terminated or discharged hereunder: (i) the rights of Holders of such Securities and any coupons appertaining thereto to receive, solely from the trust funds described in Section 4.6(a) and as more fully set forth in such Section, payments in respect of the principal of, premium, if any, and interest, if

any, on such Securities or any coupons appertaining thereto when such payments are due; (ii) the Company's obligations with respect to such Securities under Sections 3.5, 3.6, 9.2 and 9.3 and with respect to the payment of additional amounts,

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if any, payable with respect to such Securities as specified pursuant to Section 3.1(b)(16); (iii) the rights, powers, trusts, duties and immunities of the Trustee hereunder and (iv) this Article 4. Subject to compliance with this Article 4, the Company may exercise its option under this Section notwithstanding the prior exercise of its option under Section 4.5 with respect to such Securities and any coupons appertaining thereto. Following a defeasance, payment of such Securities may not be accelerated because of an Event of Default.

Section 4.5. COVENANT DEFEASANCE. Upon the Company's exercise of the option specified in Section 4.3 applicable to this Section with respect to any Securities of or within a series, the Company shall be released from its obligations under Sections 7.1, 9.4 and 9.7 and, if specified pursuant to Section 3.1, its obligations under any other covenant, with respect to such Securities and any coupons appertaining thereto on and after the date the conditions set forth in Section 4.6 are satisfied (hereinafter, "covenant defeasance"), and such Securities and any coupons appertaining thereto shall thereafter be deemed to be not "Outstanding" for the purposes of any direction, waiver, consent or declaration or Act of Holders (and the consequences of any thereof) in connection with Sections 7.1, 9.4 and 9.7 or such other covenant, but shall continue to be deemed "Outstanding" for all other purposes hereunder. For this purpose, such covenant defeasance means that, with respect to such Securities and any coupons appertaining thereto, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such Section or such other covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such Section or such other covenant or by reason of reference in any such Section or such other covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 5.1(3) or 5.1(7) or otherwise, as the case may be, but, except as specified above, the remainder of this Indenture and such Securities and any coupons appertaining thereto shall be unaffected thereby.

Section 4.6. CONDITIONS TO DEFEASANCE OR COVENANT DEFEASANCE. The following shall be the conditions to application of Section 4.4 or Section 4.5 to any Securities of or within a series and any coupons appertaining thereto:

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(a) The Company shall have deposited or caused to be deposited irrevocably with the Trustee (or another trustee satisfying the requirements of Section 6.12 who shall agree to comply with, and shall be entitled to the benefits of, the provisions of Sections 4.3 through 4.9 inclusive and the last paragraph of Section 9.3 applicable to the Trustee, for purposes of such Sections also a "Trustee") as trust funds in trust for the purpose of making the payments referred to in clauses (x) and (y) of this Section 4.6(a), specifically pledged as security for, and dedicated solely to, the benefit of the Holders of such Securities and any coupons appertaining thereto, with instructions to the Trustee as to the application thereof, (A) money in an amount (in such currency, currencies or currency unit or units in which such Securities and any coupons appertaining thereto are then specified as payable at Maturity), or (B) if Securities of such series are not subject to repayment at the option of Holders, Government Obligations which through the payment of interest and principal in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment referred to in clause (x) or (y) of this Section 4.6(a), money in an amount or (C) a combination thereof in an amount, sufficient, in the opinion of a nationally recognized firm of independent certified public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge, and which shall be applied by the Trustee to pay and discharge, (X) the principal of, premium, if any, and interest, if any, on such Securities and any coupons appertaining thereto on the Maturity of such principal or installment of principal or interest and (Y) any mandatory sinking fund payments applicable to such Securities on the day on which such payments are due and payable in accordance with the terms of this Indenture and such Securities and any coupons appertaining thereto. Before such a deposit the Company may make arrangements satisfactory to the Trustee for the redemption of Securities at a future date or dates in accordance with Article 10 which shall be given effect in applying the foregoing.

(b) Such defeasance or covenant defeasance shall not result in a breach or violation of, or constitute a Default or Event of Default under, this Indenture or result in a breach or violation of, or constitute a

default under, any other material agreement or instrument to which the Company is a party or by which it is bound.

(c) In the case of an election under Section 4.4, the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel to the effect that (i) the Company has received from, or there has been published by, the Internal Revenue Service a

ruling, or (ii) since the date of execution of this Indenture, there has been a change in the applicable Federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the Holders of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for Federal income tax purposes as a result of such defeasance and will be subject to Federal income tax on the same amount and in the same manner and at the same times, as would have been the case if such deposit, defeasance and discharge had not occurred.

(d) In the case of an election under Section 4.5, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the Holders of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for Federal income tax purposes as a result of such covenant defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred.

(e) The Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance under Section 4.4 or the covenant defeasance under Section 4.5 (as the case may be) have been complied with.

(f) The Company shall have delivered to the Trustee an Officer's Certificate to the effect that neither such Securities nor any other Securities of the same series, if then listed on any securities exchange, will be delisted as a result of such deposit.

(g) No event which is, or after notice or lapse of time or both would become, an Event of Default with respect to such Securities or any other Securities

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shall have occurred and be continuing at the time of such deposit or, with regard to any such event specified in Sections 5.1(5) and (6), at any time on or prior to the 90th day after the date of such deposit (it being understood that this condition shall not be deemed satisfied until after such 90th day).

(h) Such Defeasance or Covenant Defeasance shall not result in the trust arising from such deposit constituting an investment company within the meaning of the Investment Company Act of 1940 unless such trust shall be registered under such Act or exempt from registration thereunder.

(i) Such defeasance or covenant defeasance shall be effected in compliance with any additional or substitute terms, conditions or limitations which may be imposed on the Company in connection therewith as contemplated by Section 3.1.

Section 4.7. DEPOSITED MONEY AND GOVERNMENT OBLIGATIONS TO BE HELD IN TRUST. Subject to the provisions of the last paragraph of Section 9.3, all money and Government Obligations (or other property as may be provided pursuant to Section 3.1) (including the proceeds thereof) deposited with the Trustee pursuant to Section 4.6 in respect of any Securities of any series and any coupons appertaining thereto shall be held in trust and applied by the Trustee, in accordance with the provisions of such Securities and any coupons appertaining thereto and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Holders of such Securities and any coupons appertaining thereto of all sums due and to become due thereon in respect of principal, premium, if any, and interest, if any, but such money need not be segregated from other funds except to the extent required by law.

Unless otherwise specified with respect to any Security pursuant to Section 3.1, if, after a deposit referred to in Section 4.6(a) has been made, (i) the Holder of a Security in respect of which such deposit was made is entitled to, and does, elect pursuant to Section 3.12(b) or the terms of such Security to receive payment in a currency or currency unit other than that in which the deposit pursuant to Section 4.6(a) has been made in respect of such Security, or (ii) a Conversion Event occurs as contemplated

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in Section 3.12(d) or 3.12(e) or by the terms of any Security in respect of which the deposit pursuant to Section 4.6(a) has been made, the indebtedness represented by such Security and any coupons appertaining thereto shall be deemed to have been, and will be, fully discharged and satisfied through the payment of the principal of, premium, if any, and interest, if any, on such Security as the same becomes due out of the proceeds yielded by converting (from time to time as specified below in the case of any such election) the amount or other property deposited in respect of such Security into the currency or currency unit in which such Security becomes payable as a result of such election or Conversion Event based on the applicable Market Exchange Rate for such currency or currency unit in effect on the second Business Day prior to each payment date, except, with respect to a Conversion Event, for such currency or currency unit in effect (as nearly as feasible) at the time of the Conversion Event.

Section 4.8. REPAYMENT TO COMPANY. The Trustee (and any Paying Agent) shall promptly pay to the Company upon Company Request any excess money or securities held by them at any time.

Section 4.9. INDEMNITY FOR GOVERNMENT OBLIGATIONS. The Company shall pay, and shall indemnify the Trustee against, any tax, fee or other charge imposed on or assessed against Government Obligations deposited pursuant to this Article or the principal and interest and any other amount received on such Government Obligations.

Section 4.10. REINSTATEMENT. If the Trustee or the Paying Agent is unable to apply any money in accordance with this Article with respect to any Securities by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the obligations under this Indenture and such Securities from which the Company has been discharged or released pursuant to Section 4.4 or 4.5 shall be revived and reinstated as though no deposit had occurred pursuant to this Article with respect to such Securities, until such time as the trustee or Paying Agent is permitted to apply all money held in trust pursuant to Section 4.7 with respect to such Securities in accordance with this Article; PROVIDED, HOWEVER, that if the Company makes any payment of principal of or any premium or interest on any such Security following such reinstatement of its obligations, the Company shall be subrogated to the rights

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(if any) of the Holders of such Securities to receive such payment from the money so held in trust.

ARTICLE 5

DEFAULTS AND REMEDIES

Section 5.1. EVENTS OF DEFAULT. An "Event of Default" occurs with respect to the Securities of any series if (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) the Company defaults in the payment of interest on any Security of that series or any coupon appertaining thereto or any additional amount payable with respect to any Security of that series as specified pursuant to Section 3.1(b)(16) when the same becomes due and payable and such default continues for a period of 30 days;

(2) the Company defaults in the payment of the principal of or any premium on any Security of that series when the same becomes due and payable at its Maturity or on redemption or otherwise, or in the payment of a mandatory sinking fund payment when and as due by the terms of the Securities of that series;

(3) the Company fails to comply in any material respect with any of its agreements or covenants in, or any of the provisions of, this Indenture with respect to any Security of that series (other than an agreement, covenant or provision for which non-compliance is elsewhere in this Section specifically dealt with), and such non-compliance continues for a period of 60 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 Outstanding Securities of the series, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder;

(4) a default under any mortgage, agreement, indenture or instrument under which there may

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be issued, or by which there may be secured, guaranteed or evidenced any Debt of the Company (including this Indenture) whether such Debt now exists or shall hereafter be created, in an aggregate principal amount then outstanding of \$25,000,000 or more, which default (a) shall constitute a failure to pay any portion of the principal of such Debt when due and payable after the expiration of any applicable grace period with respect thereto or (b) shall result in such Debt becoming or being declared due and payable prior to the date on which it would otherwise become due and payable, and such acceleration shall not be rescinded or annulled, or such Debt shall not be paid in full within a period of 30 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 aggregate principal amount of the Outstanding Securities of that series a written notice specifying such event of default and requiring the Company to cause such acceleration to be rescinded or annulled or to pay in full such Debt and stating that such notice is a "Notice of Default" hereunder; (it being understood however, that the Trustee shall not be deemed to have knowledge of such default under such agreement or instrument unless either (A) a Responsible Officer of the Trustee shall have actual knowledge of such default or (B) a Responsible Officer of the Trustee shall have received written notice thereof from the Company, from any Holder, from the holder of any such indebtedness or from the trustee under any such agreement or other instrument); PROVIDED, HOWEVER, that if such default under such agreement or instrument is remedied or cured by the Company or waived by the holders of such indebtedness, then the Event of Default hereunder by reason thereof shall be deemed likewise to have been thereupon remedied, cured or waived without further action upon the part of either the Trustee or any of such Holders; PROVIDED, FURTHER, that the foregoing shall not apply to any secured Debt under which the obligee has recourse (exclusive of recourse for ancillary matters such as environmental indemnities, misapplication of funds, costs of enforcement and the like) only to the collateral pledged for repayment so long as the fair market value of such collateral does not exceed 2% of Total Assets at the time of the default;

(5) the Company or Protective Life Insurance Company, pursuant to or within the meaning of any Bankruptcy Law, (A) commences a voluntary case or proceeding, (B) consents to the entry of an order for relief against it in an involuntary case or proceeding,

(C) consents to the appointment of a Custodian of it or for all or substantially all of its property; (D) makes a general assignment for the benefit of its creditors (E) makes an admission in writing of its inability to pay its debts generally as they become due or (F) takes corporate action in furtherance of any such action;

(6) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (A) is for relief against the Company or Protective Life Insurance Company, in an involuntary case, (B) adjudges the Company or Protective Life Insurance Company as bankrupt or insolvent, or approves as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company or Protective Life Insurance Company, or appoints a Custodian of the Company or Protective Life Insurance Company, or for all or substantially all of its property, or (C) orders the liquidation of the Company or Protective Life Insurance Company, and the order or decree remains unstayed and in effect for 60 days; or

(7) any other Event of Default provided as contemplated by Section 3.1 with respect to Securities of that series.

As used in the Indenture, the term "Bankruptcy Law" means Title 11, U.S. Code, or any similar federal or state bankruptcy, insolvency, reorganization or other law for the relief of debtors. As used in the Indenture, the term "Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

Section 5.2. ACCELERATION; RESCISSION AND ANNULMENT. If an Event of Default with respect to the Securities of any series at the time Outstanding occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of all of the Outstanding Securities of that series, by written notice to the Company (and, if given by the Holders, to the Trustee), may declare the principal (or, if the Securities of that series are Original Issue Discount Securities or Indexed Securities, such portion of the principal amount as may be specified in the terms of that series) of and accrued interest, if any, on all the Securities of that series to be due and payable and upon any such declaration such principal (or, in the case of Original

Issue Discount Securities or Indexed Securities, such specified amount) and interest, if any, shall be immediately due and payable.

At any time after such a declaration of acceleration with respect

to Securities of any series has been made and before a judgement or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article provided, the Holders of a majority in aggregate principal amount of the Outstanding Securities of that series, by written notice to the Trustee, may rescind and annul such declaration and its consequences if all existing Defaults and Events of Default with respect to Securities of that series, other than the non-payment of the principal of Securities of that series which have become due solely by such declaration of acceleration, have been cured or waived as provided in Section 5.7. No such rescission shall affect any subsequent default or impair any right consequent thereon.

Section 5.3. COLLECTION OF INDEBTEDNESS AND SUITS FOR ENFORCEMENT BY TRUSTEE. The Company covenants that if

(1) default is made in the payment of any interest on any Security or coupon, if any, when such interest becomes due and payable and such default continues for a period of 30 days, or

(2) default is made in the payment of the principal of (or premium, if any, on) any Security at the Maturity thereof,

the Company will, upon demand of the Trustee, pay to it, for the benefit of the Holders of such Securities or coupons, if any, the whole amount then due and payable on such Securities for principal, premium, if any, and interest and, to the extent that payment of such interest shall be legally enforceable, interest on any overdue principal, premium, if any, and on any overdue interest, at the rate or rates prescribed therefor in such Securities or coupons, if any, and, in addition thereto, 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.

If an Event of Default with respect to Securities of any series occurs and is continuing, the Trustee may in

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its discretion proceed to protect and enforce its rights and the rights of the Holders of Securities of such series by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to secure any other proper remedy.

Section 5.4. TRUSTEE MAY FILE PROOFS OF CLAIM. The Trustee may file such proofs of claim and other papers or documents and take such actions authorized under the Trust Indenture Act as may be necessary or advisable in order to have the claims of the Trustee and the Holders of Securities allowed in any judicial proceedings relating to the Company, its creditors or its property. In particular, the Trustee shall be authorized to collect and

receive any moneys or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official 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 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 6.9.

Section 5.5. TRUSTEE MAY ENFORCE CLAIMS WITHOUT POSSESSION OF SECURITIES. All rights of action and claims under this Indenture or the Securities may be prosecuted and enforced by the Trustee, in its own name as an express trust, without the possession of any of the Securities or the production thereof in any proceeding relating thereto and any recovery of judgment shall, after provision for the reasonable fees and expenses of the Trustee and its counsel, be for the ratable benefit of the Holders of the Securities in respect of which judgment was recovered.

Section 5.6. DELAY OR OMISSION NOT WAIVER. No delay or omission by the Trustee or any Holder of any Securities to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of or acquiescence in any such Event of Default.

Section 5.7. WAIVER OF PAST DEFAULTS. The Holders of a majority in aggregate principal amount of

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Outstanding Securities of any series by written notice to the Trustee may waive on behalf of the Holders of all Securities of such series a past Default or Event of Default with respect to that series and its consequences except (i) a Default or Event of Default in the payment of the principal of, premium, if any, or interest on any Security of such series or any coupon appertaining thereto or (ii) in respect of a covenant or provision hereof which pursuant to Section 8.2 cannot be amended or modified without the consent of the Holder of each Outstanding Security of such series affected. 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.

Section 5.8. CONTROL BY MAJORITY. The Holders of a majority in aggregate principal amount of the Outstanding Securities of each series affected (with each such series voting as a class) shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on it with respect to Securities of that series; PROVIDED, HOWEVER, that (i) the Trustee may refuse to follow any direction that conflicts with law or this Indenture, (ii) the Trustee may refuse to follow any direction that is unduly prejudicial to the rights of the Holders of Securities of such series

not consenting, or that would in the good faith judgment of the Trustee have a substantial likelihood of involving the Trustee in personal liability and (iii) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

Section 5.9. LIMITATION ON SUITS BY HOLDERS. No Holder of any Security of any series or any coupons appertaining thereto shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(1) the Holder has previously given written notice to the Trustee of a continuing Event of Default with respect to the Securities of that series;

(2) the Holders of at least 25% in aggregate principal amount of the Outstanding Securities of that series have made a written request to the Trustee to

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institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Holder or Holders have offered to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense to be, or which may be, incurred by the Trustee in pursuing the remedy;

(4) the Trustee for 60 days after its receipt of such notice, request and the offer of indemnity has failed to institute any such proceedings; and

(5) during such 60 day period, the Holders of a majority in aggregate principal amount of the Outstanding Securities of that series have not given to the Trustee a direction inconsistent with such written request.

No one or more Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other of such Holders, or to obtain or to seek to obtain priority or preference over any other of such Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all of such Holders.

Section 5.10. RIGHTS OF HOLDERS TO RECEIVE PAYMENT. Notwithstanding any other provision of this Indenture, but subject to Section 9.2, the right of any Holder of a Security or coupon to receive payment of principal of, premium, if any, and, subject to Sections 3.5 and 3.7, interest on the Security, on or after the respective due dates expressed in the Security (or, in case of redemption, on the redemption dates), and the right

of any Holder of a coupon to receive payment of interest due as provided in such coupon, or, subject to Section 5.9, to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 5.11. APPLICATION OF MONEY COLLECTED. If the Trustee collects any money pursuant to this Article, it shall pay out the money in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal, premium, if any, or interest, upon presentation of the Securities and

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the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

FIRST: to the Trustee for amounts due under Section 6.9;

SECOND: to Holders of Securities and coupons in respect of which or for the benefit of which such money has been collected for amounts due and unpaid on such Securities for principal of, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on such Securities for principal, premium, if any, and interest, respectively; and

THIRD: to the Company.

The Trustee may fix a record date and payment date for any payment to Holders pursuant to this Section 5.11. At least 15 days before such record date, the Trustee shall mail to each holder and the Company a notice that states the record date, the payment date and the amount to be paid.

Section 5.12. RESTORATION OF RIGHTS AND REMEDIES. If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Company, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

Section 5.13. RIGHTS AND REMEDIES CUMULATIVE. Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities in the last paragraph of Section 3.6, no right or remedy herein conferred upon or reserved to the Trustee or the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any

right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

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Section 5.14. WAIVER OF USURY, STAY OR EXTENSION LAWS. The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any usury, stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 5.15. UNDERTAKING FOR COSTS. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorney's fees, 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.

ARTICLE 6

THE TRUSTEE

Section 6.1. CERTAIN DUTIES AND RESPONSIBILITIES OF THE TRUSTEE. (a) Except during the continuance of an Event of Default, the Trustee's duties and responsibilities under this Indenture shall be governed by Section 315(a) of the Trust Indenture Act.

(b) In case an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

Section 6.2. RIGHTS OF TRUSTEE. Subject to the provisions of the Trust Indenture Act:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee need not investigate any fact or matter stated in the

document.

(b) Any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order (other than delivery of any Security, together with any coupons appertaining thereto, to the Trustee for authentication and delivery pursuant to Section 3.3, which shall be sufficiently

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evidenced as provided therein) and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution.

(c) Before the Trustee acts or refrains from acting, it may consult with counsel of its selection or require an Officers' Certificate. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on a Board Resolution, the written or oral advice of counsel acceptable to the Company and the Trustee (which advice, if oral, shall be promptly confirmed in writing to the Trustee), a certificate of an Officer or Officers delivered pursuant to Section 1.2, an Officers' Certificate or an Opinion of Counsel.

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

(e) 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.

(f) The Trustee shall not be required 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 its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(g) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness 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, personally or by agent or attorney.

(h) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 6.2.

Section 6.3. TRUSTEE MAY HOLD SECURITIES. The Trustee, any Paying Agent, any Registrar or any other agent of the Company, in its individual or any other capacity, may become the owner or pledgee of Securities and coupons and, subject to Sections 310(b) and 311 of the Trust Indenture Act, may otherwise deal with the Company, an Affiliate or Subsidiary with the same rights it would have if it were not Trustee, Paying Agent, Registrar or such other agent.

Section 6.4. MONEY HELD IN TRUST. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed upon in writing with the Company.

Section 6.5. TRUSTEE'S DISCLAIMER. The recitals contained herein and in the Securities, except the Trustee's certificate of authentication, shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or adequacy of this Indenture or the Securities or any coupon. The Trustee shall not be accountable for the Company's use of the proceeds from the Securities or for monies paid over to the Company pursuant to the Indenture.

Section 6.6. NOTICE OF DEFAULTS. If a Default occurs and is continuing with respect to the Securities of any series and if it is known to the Trustee, the Trustee shall, within 90 days after it occurs, transmit by mail to the Holders of Securities of such series, in the manner and to the extent provided in Section 313(c) of the Trust Indenture Act, notice of all Defaults known to it unless such Default shall have been cured or waived; PROVIDED, HOWEVER, that except in the case of a Default in payment on the Securities of any series, the Trustee may withhold the notice if and so long as the board of directors, the executive committee or a committee of its Responsible Officers in good faith determines that withholding such notice is in the interests of Holders of Securities of that series; and PROVIDED, FURTHER, that in the case of any

Default of the character specified in Section 5.1(3) with respect to

Securities of such series, no such notice to Holders shall be given until at least 30 days after the occurrence thereof.

Section 6.7. REPORTS BY TRUSTEE TO HOLDERS. Within 60 days after each May 15 of each year commencing with the first May 15 after the first issuance of Securities pursuant to this Indenture, the Trustee shall transmit by mail to all Holders of Securities as provided in Section 313(c) of the Trust Indenture Act a brief report dated as of such May 15 if required by and in compliance with Section 313(a) of the Trust Indenture Act. A copy of each such report shall, at the time of such transmission to Holders, be filed by the Trustee with each stock exchange, if any, upon which the Securities are listed, with the Commission and with the Company. The Company will promptly notify the Trustee when the Securities are listed on any stock exchange.

Section 6.8. SECURITYHOLDER 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 of Securities of each series. If the Trustee is not the Registrar, the Company shall furnish to the Trustee semiannually on or before the last day of June and December in each year, and at such other times as the Trustee may request in writing, a list, in such form and as of such date as the Trustee may reasonably require, containing all the information in the possession or control of the Registrar, the Company or any of its Paying Agents other than the Trustee as to the names and addresses of Holders of Securities of each such series. If there are Bearer Securities of any series Outstanding, even if the Trustee is the Registrar, the Company shall furnish to the Trustee such a list containing such information with respect to Holders of such Bearer Securities only.

Section 6.9. COMPENSATION AND INDEMNITY. (a) The Company shall pay to the Trustee from time to time such reasonable compensation for its services as the Company and the Trustee shall agree in writing from time to time. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred by it in connection with the performance of its duties under this Indenture, except any such expense as may be attributable to

its negligence or bad faith. Such expenses shall include the reasonable compensation and expenses of the Trustee's agents and counsel.

(b) The Company shall indemnify the Trustee for, and any predecessor Trustee, and hold it harmless against, any loss or liability, damage, claim or reasonable expense including taxes (other than taxes based upon or determined or measured by the income of the Trustee) incurred by it arising out of or in connection with its acceptance or administration of the trust or trusts hereunder, including the reasonable costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The Trustee

shall notify the Company promptly of any claim for which it may seek indemnity. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent.

(c) The Company need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through negligence or bad faith.

(d) To secure the payment obligations of the Company pursuant to this Section, the Trustee shall have a lien prior to the Securities of any series on all money or property held or collected by the Trustee, except that held in trust to pay principal, premium, if any, and interest on particular Securities.

When the Trustee incurs expenses or renders services in connection with an Event of Default specified in Section 5.1(5) or Section 5.1(6), the expenses (including the reasonable charges and expenses of its counsel) and the compensation for the services are intended to constitute expenses of administration under any applicable Federal or state bankruptcy, insolvency or other similar law.

The provisions of this Section shall survive the termination of this Indenture.

Section 6.10. REPLACEMENT OF TRUSTEE. (a) The resignation or removal of the Trustee and the appointment of a successor Trustee shall become effective only upon the

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successor Trustee's acceptance of appointment as provided in Section 6.11.

(b) The Trustee may resign at any time with respect to the Securities of any series by giving written notice thereof to the Company.

(c) The Holders of a majority in aggregate principal amount of the Outstanding Securities of any series may remove the Trustee with respect to that series by so notifying the Trustee and the Company and may appoint a successor Trustee for such series with the Company's consent.

(d) If at any time:

(1) the Trustee fails to comply with Section 310(b) of the Trust Indenture Act after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Security for at least six months, or

(2) the Trustee shall cease to be eligible under Section 6.12 of

this Agreement or Section 310(a) of the Trust Indenture Act and shall fail to resign after written request therefor by the Company or by any Holder of a Security who has been a bona fide Holder of a Security for at least six months; or

(3) the Trustee becomes incapable of acting, is adjudged a bankrupt or an insolvent or a receiver or public officer takes charge of the Trustee or its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (i) the Company by or pursuant to a Board Resolution may remove the Trustee with respect to all Securities, or (ii) subject to Section 315(e) of the Trust Indenture Act, any Holder who has been a bona fide Holder of a Security for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee with respect to all Securities and the appointment of a successor Trustee or Trustees.

(e) If the instrument of acceptance by a successor Trustee required by Section 6.11 shall not have been delivered to the Trustee within 30 days after the

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giving of such notice of resignation or removal, the Trustee resigning or being removed may petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

(f) If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, with respect to Securities of one or more series, the Company, by or pursuant to Board Resolution, shall promptly appoint a successor Trustee with respect to the Securities of that or those series (it being understood that any such successor Trustee may be appointed with respect to the Securities of one or more or all of such series and that at any time there shall be only one Trustee with respect to the Securities of any particular series) and shall comply with the applicable requirements of Section 6.11. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee with respect to the Securities of any series shall be appointed by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series delivered to the Company and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment in accordance with the applicable requirements of Section 6.11, become the successor Trustee with respect to the Securities of such series and to that extent supersede the successor Trustee appointed by the Company. If no successor Trustee with respect to the Securities of any series shall have been so appointed by the Company or the Holders and accepted appointment in the manner required by Section 6.11, any Holder who has been a bona fide Holder of

a Security of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

Section 6.11. ACCEPTANCE OF APPOINTMENT BY SUCCESSOR. (a) In case of the appointment hereunder of a successor Trustee with respect to all Securities, every such successor Trustee shall execute, acknowledge and deliver to the Company and to the retiring Trustee an instrument accepting such appointment. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee, without further act, deed or conveyance, shall become vested with all the rights, powers and duties of the retiring Trustee; but, on the request of the Company or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an

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instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder.

(b) In case of the appointment hereunder of a successor Trustee with respect to the Securities of one or more (but not all) series, the Company, the retiring Trustee and such successor Trustee shall execute and deliver an indenture supplemental hereto wherein such successor Trustee shall accept such appointment and which (i) shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, such successor Trustee all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates, (ii) if the retiring Trustee is not retiring with respect to all Securities, shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series as to which the retiring Trustee is not retiring shall continue to be vested in the retiring Trustee, and (iii) shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustees co-trustees of the same trust and that each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee and upon the execution and delivery of such supplemental indenture the resignation or removal of the retiring Trustee shall become effective to the extent provided therein and each such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates; but, on request of the Company or any successor

Trustee, such retiring Trustee shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder with respect to the Securities of that or those series to which the appointment of such successor Trustee relates.

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(c) Upon request of any such successor Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts referred to in paragraph (a) or (b) of this Section, as the case may be.

(d) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under the Trust Indenture Act.

(e) The Company shall give notice of each resignation and each removal of the Trustee with respect to the Securities of any series and each appointment of a successor Trustee with respect to the Securities of any series in the manner provided for notices to the Holders of Securities in Section 1.6. Each notice shall include the name of the successor Trustee with respect to the Securities of such series and the address of its Corporate Trust office.

Section 6.12. ELIGIBILITY; DISQUALIFICATION. There shall at all times be a Trustee hereunder which shall be eligible to act as Trustee under Section 310(a)(1) of the Trust Indenture Act and shall have a combined capital and surplus of at least \$75,000,000. If such corporation publishes reports of condition at least annually, pursuant to law or the requirements of 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, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

Section 6.13. MERGER, CONVERSION, CONSOLIDATION OR SUCCESSION TO BUSINESS. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under

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this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Securities shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Securities so authenticated with the same effect as if such successor Trustee had itself authenticated such Securities.

Section 6.14. APPOINTMENT OF AUTHENTICATING AGENT. The Trustee may appoint an Authenticating Agent or Agents with respect to one or more series of Securities which shall be authorized to act on behalf of the Trustee to authenticate Securities of such series issued upon original issue, exchange, registration of transfer or partial redemption thereof, and Securities so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. Any such appointment shall be evidenced by an instrument in writing signed by a Responsible Officer of the Trustee, a copy of which instrument shall be promptly furnished to the Company. Wherever reference is made in this Indenture to the authentication and delivery of Securities by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Trustee by an Authenticating Agent. Each Authenticating Agent shall be acceptable to the Company and, except as may otherwise be provided pursuant to Section 3.1, shall at all times be a bank or trust company or corporation organized and doing business and in good standing under the laws of the United States of America or of any State or the District of Columbia, authorized under such laws to act as Authenticating Agent, having a combined capital and surplus of not less than \$25,000,000 and subject to supervision or examination by Federal or State authorities. If such Authenticating Agent publishes reports of condition at least annually, pursuant to law or the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Authenticating Agent shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, such

Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section.

Any corporation into which an Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which such Authenticating Agent shall be a party, or any corporation succeeding to the corporate agency or corporate trust business of an Authenticating Agent, shall

continue to be an Authenticating Agent, provided such corporation shall be otherwise eligible under this Section, without the execution or filing of any paper or further act on the part of the Trustee or the Authenticating Agent.

An Authenticating Agent for any series of Securities may at any time resign by giving written notice of resignation to the Trustee for such series and to the Company. The Trustee for any series of Securities may at any time terminate the agency of an Authenticating Agent by giving written notice of termination to such Authenticating Agent and to the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, the Trustee for such series may appoint a successor Authenticating Agent which shall be acceptable to the Company and shall give notice of such appointment to all Holders of Securities of the series with respect to which such Authenticating Agent will serve in the manner set forth in Section 1.6. Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authenticating Agent herein. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section.

The Company agrees to pay to each Authenticating Agent from time to time reasonable compensation including reimbursement of its reasonable expenses for its services under this Section.

If an appointment with respect to one or more series is made pursuant to this Section, the Securities of such series may have endorsed thereon, in addition to or in lieu of the Trustee's certificate of authentication, an

alternate certificate of authentication substantially in the following form:

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

THE BANK OF NEW YORK
as Trustee

By _____
as Authenticating Agent

By _____
Authorized Signatory

ARTICLE 7

CONSOLIDATION, MERGER OR SALE BY THE COMPANY

Section 7.1. CONSOLIDATION, MERGER OR SALE OF ASSETS PERMITTED. The Company shall not consolidate or merge with or into, or transfer or lease all or substantially all of its assets to, any Person unless:

(1) the Person formed by or surviving any such consolidation or merger (if other than the Company), or to which such transfer or lease shall have been made, is a corporation organized and existing under the laws of the United States, any State thereof or the District of Columbia;

(2) the Person formed by or surviving any such consolidation or merger (if other than the Company), or to which such transfer or lease shall have been made, assumes by supplemental indenture all the obligations of the Company under the Securities and this Indenture;

(3) immediately after giving effect to the transaction no Default or Event of Default exists; and

(4) if, as a result of any such consolidation or merger or such conveyance, transfer or lease, properties or assets of the Company would become subject to a mortgage, pledge, lien, security interest or other encumbrance which would not be permitted by the Securities of any series, the Company or such successor Person, as the case may be, shall take such steps as shall be necessary effectively to secure such Securities equally and ratably with all indebtedness secured thereby.

The Company shall deliver to the Trustee prior to the proposed transaction an Officers' Certificate to the foregoing effect and an Opinion of Counsel stating that the proposed transaction and such supplemental indenture comply with this Indenture and that all conditions

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precedent to the consummation of the transaction under this Indenture have been met.

In the event of the assumption by a successor corporation as provided in clause (2) above, such successor corporation shall succeed to and be substituted for the Company hereunder and under the Securities with the same effect as if it had been named hereunder and thereunder and any coupons appertaining thereto and all such obligations of the Company shall terminate.

ARTICLE 8

SUPPLEMENTAL INDENTURES

Section 8.1. SUPPLEMENTAL INDENTURES WITHOUT CONSENT OF HOLDERS. Without the consent of any Holders, the Company, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into indentures supplemental hereto, in form reasonably satisfactory to the Trustee, for any of the following purposes:

(1) to evidence the succession of another corporation to the Company and the assumption by any such successor of the covenants and obligations of the Company herein and in the Securities; or

(2) to add to the covenants of the Company for the benefit of the Holders of all or any series of Securities (and if such covenants are to be for the benefit of less than all series of Securities, stating that such covenants are expressly being included solely for the benefit of such series) or to surrender any right or power herein conferred upon the Company; or

(3) to add any additional Events of Default with respect to all or any series of Securities (and if such Events of Default are to be for the benefit of less than all series of Securities, stating that such Events of Default are expressly included solely for the benefit of such series); or

(4) to add to or change any of the provisions of this Indenture to such extent as shall be necessary to facilitate the issuance of Bearer Securities

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(including, without limitation, to provide that Bearer Securities may be registrable as to principal only) or to facilitate the issuance of Securities in global form; or

(5) to change or eliminate any of the provisions of this Indenture, PROVIDED that any such change or elimination shall become effective only when there is no Security Outstanding of any series created prior to the execution of such supplemental indenture which is entitled to the benefit of such provision; or

(6) to secure the Securities; or

(7) to establish the form or terms of Securities of any series as permitted by Sections 2.1 and 3.1; or

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

pursuant to the requirements of Section 6.11; or

(9) if allowed without penalty under applicable laws and regulations, to permit payment in the United States (including any of the states and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction of principal, premium, if any, or interest, if any, on Bearer Securities or coupons, if any; or

(10) to correct or supplement any provision herein which may be inconsistent with any other provision herein or to make any other provisions with respect to matters or questions arising under this Indenture, PROVIDED such action shall not adversely affect the interests of the Holders of Securities of any series; or

(11) to cure any ambiguity or correct any mistake, PROVIDED such action shall not adversely affect the interests of the Holders of Securities of any series.

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Section 8.2. SUPPLEMENTAL INDENTURES WITH CONSENT OF HOLDERS.

With the written consent of the Holders of a majority of the aggregate principal amount of the Outstanding Securities of each series adversely affected by such supplemental indenture (with the Securities of each series voting as a class), the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture or indentures supplemental hereto to add any provisions to or to change or eliminate any provisions of this Indenture or of any other indenture supplemental hereto or to modify the rights of the Holders of such Securities; PROVIDED, HOWEVER, that without the consent of the Holder of each Outstanding Security affected thereby, a supplemental indenture under this Section may not:

(1) change the Stated Maturity of the principal of or premium, if any, on, or any installment of principal of or premium, if any, or interest on, any Security, or reduce the principal amount thereof or the rate of interest thereon or any premium payable upon the redemption thereof, or change the manner in which the amount of any principal thereof or premium, if any, or interest thereon is determined or reduce the amount of the principal of any Original Issue Discount Security or Indexed Security that would be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 5.2, or change the Place of Payment where or the currency in which any Securities or any premium or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption Date);

(2) reduce the percentage in principal amount of the Outstanding

Securities affected thereby, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided for in this Indenture;

(3) change any obligation of the Company to maintain an office or agency in the places and for the purposes specified in Section 9.2; or

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(4) make any change in Section 5.7 or this 8.2(a) except to increase any percentage or to provide that certain other provisions of this Indenture cannot be modified or waived with the consent of the Holders of each Outstanding Security affected thereby.

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

It is not necessary under this Section 8.2 for the Holders to consent to the particular form of any proposed supplemental indenture, but it is sufficient if they consent to the substance thereof.

Section 8.3. COMPLIANCE WITH TRUST INDENTURE ACT. Every amendment to this Indenture or the Securities of one or more series shall be set forth in a supplemental indenture that complies with the Trust Indenture Act as then in effect.

Section 8.4. EXECUTION OF SUPPLEMENTAL INDENTURES. In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 8.5. EFFECT OF SUPPLEMENTAL INDENTURES. Upon the execution of any supplemental indenture under this article, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Securities theretofore or thereafter authenticated and delivered hereunder and of any coupon appertaining thereto shall be bound thereby.

Section 8.6. REFERENCE IN SECURITIES TO SUPPLEMENTAL INDENTURES. Securities, including any coupons, of any series 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 form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Securities including any coupons of any series so modified as to conform, in the opinion of the Trustee and the Company, to any such supplemental indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for Outstanding Securities including any coupons of such series.

ARTICLE 9

COVENANTS

Section 9.1. PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST. The Company covenants and agrees for the benefit of the Holders of each series of Securities that it will duly and punctually pay the principal of, premium, if any, and interest together with additional amounts, if any, on the Securities of that series in accordance with the terms of the Securities of such series, any coupons appertaining thereto and this Indenture. An installment of principal, premium, if any, or interest shall be considered paid on the date it is due if the Trustee or Paying Agent holds on that date money designated for and sufficient to pay the installment.

Section 9.2. MAINTENANCE OF OFFICE OR AGENCY. If Securities of a series are issued as Registered Securities, the Company will maintain in each Place of Payment for any series of Securities an office or agency where Securities of that series may be presented or surrendered for payment, where Securities of that series may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Securities of that series and this Indenture may be served. If Securities of a series are issuable as Bearer Securities, the Company will maintain, (i) subject to any laws or regulations applicable thereto, an office or agency in a Place of Payment for that series which is located outside the United States where Securities of that series and related coupons may be presented and

surrendered for payment; PROVIDED, HOWEVER, that if the Securities of that

series are listed on The International Stock Exchange of the United Kingdom and the Republic of Ireland Limited, the Luxembourg Stock Exchange or any other stock exchange located outside the United States and such stock exchange shall so require, the Company will maintain a Paying Agent for the Securities of that series in London, Luxembourg or any other required city located outside the United States, as the case may be, so long as the Securities of that series are listed on such exchange, and (ii) subject to any laws or regulations applicable thereto, an office or agency in a Place of Payment for that series which is located outside the United States, where Securities of that series may be surrendered for exchange and where notices and demands to or upon the Company in respect of the Securities of that series 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 any such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Company hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

Unless otherwise specified as contemplated by Section 3.1, no payment of principal, premium or interest on Bearer Securities shall be made at any office or agency of the Company in the United States, by check mailed to any address in the United States, by transfer to an account located in the United States or upon presentation or surrender in the United States of a Bearer Security or coupon for payment, even if the payment would be credited to an account located outside the United States; PROVIDED, HOWEVER, that, if the Securities of a series are denominated and payable in Dollars, payment of principal of and any premium or interest on any such Bearer Security shall be made at the office of the Company's Paying Agent located within the United States, if (but only if) payment in Dollars of the full amount of such principal, premium or interest, as the case may be, at all offices or agencies outside the United States maintained for the purpose by the Company in accordance with this Indenture is illegal or effectively precluded by exchange controls or other similar restrictions.

The Company may also from time to time designate one or more other offices or agencies where the Securities (including any coupons, if any) of one or more series may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; PROVIDED, HOWEVER, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in each Place of Payment for Securities (including any coupons, if any) of any series 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.

Unless otherwise specified as contemplated by Section 3.1, the Trustee shall initially serve as Paying Agent.

Section 9.3. MONEY FOR SECURITIES PAYMENTS TO BE HELD IN TRUST; UNCLAIMED MONEY. If the Company shall at any time act as its own Paying Agent with respect to any series of Securities, it will, on or before each due date of the principal of, premium, if any, or interest on any of the Securities of that series, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal, premium, if any, or interest so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided and will promptly notify the Trustee in writing of its action or failure so to act.

The Company will cause each Paying Agent for any series of Securities other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will:

(1) hold all sums held by it for the payment of the principal of, premium, if any, or interest on Securities of that series in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(2) give the Trustee notice of any default by the Company (or any other obligor upon the Securities of that series) in the making of any payment of

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principal, premium, if any, or interest on the Securities; and

(3) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Company or such Paying Agent, such sums to be held by the Trustee upon the same terms as those upon which such sums were held by the Company or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of any principal, premium or interest on any Security of any series and remaining unclaimed for two years after such principal, premium, if any, or interest has become due and payable shall be paid to the Company on Company Request, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Security

and coupon, if any, shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; PROVIDED, HOWEVER, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in a newspaper published in the English language, customarily published on each Business Day and of general circulation in The City of New York, or cause to be mailed to such Holder, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Company.

Section 9.4. CORPORATE EXISTENCE. Subject to Article 7, the Company will at all times do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and its rights

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and franchises; PROVIDED that nothing in this Section 9.4 shall prevent the abandonment or termination of any right or franchise of the Company if, in the opinion of the Company, such abandonment or termination is in the best interests of the Company and not prejudicial in any material respect to the Holders of the Securities.

Section 9.5. REPORTS BY THE COMPANY. The Company covenants:

(a) to file with the Trustee, within 30 days after the Company is required to file the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with the Commission pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934, as amended; or, if the Company is not required to file information, documents or reports pursuant to either of such sections, then to file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to section 13 of the Securities Exchange Act of 1934, as amended, in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

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

such rules and regulations; and

(c) to transmit to all Holders of Securities, within 30 days after the filing thereof with the Trustee, in the manner and to the extent provided in section 313(c) of the Trust Indenture Act, such summaries of any information, documents and reports required to be filed by the Company pursuant to subsections (a) and (b) of this Section 9.5, as may

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be required by rules and regulations prescribed from time to time by the Commission.

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including information concerning the Company's compliance with any of its covenants hereunder, PROVIDED that the foregoing shall not relieve the Trustee of any of its responsibilities hereunder.

Section 9.6. ANNUAL REVIEW CERTIFICATE; NOTICE OF DEFAULTS OR EVENTS OF DEFAULT. (a) The Company covenants and agrees to deliver to the Trustee, within 120 days after the end of each fiscal year of the Company, a certificate from the principal executive officer, principal financial officer or principal accounting officer as to his or her knowledge of the Company's compliance with all conditions and covenants under this Indenture. For purposes of this Section 9.6, such compliance shall be determined without regard to any period of grace or requirement of notice provided under this Indenture.

(b) The Company covenants and agrees to deliver to the Trustee, within a reasonable time after the Company becomes aware of the occurrence of a Default or an Event of Default of the character specified in Section 5.1(4) hereof, written notice of the occurrence of such Default or Event of Default.

Section 9.7. BOOKS OF RECORD AND ACCOUNT. The Company will keep proper books of record and account, either on a consolidated or individual basis. The Company shall cause its books of record and account to be examined, either on a consolidated or individual basis, by one or more firms of independent public accountants not less frequently than annually. The Company shall prepare its financial statements in accordance with generally accepted accounting principles.

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ARTICLE 10

REDEMPTION

Section 10.1. APPLICABILITY OF ARTICLE. Securities (including coupons, if any) of any series which are redeemable before their Stated Maturity shall be redeemable in accordance with their terms and (except as otherwise specified as contemplated by Section 3.1 for Securities of any series) in accordance with this Article.

Section 10.2. ELECTION TO REDEEM; NOTICE TO TRUSTEE. The election of the Company to redeem any Securities, including coupons, if any, shall be evidenced by or pursuant to a Board Resolution. In the case of any redemption at the election of the Company of less than all the Securities or coupons, if any, of any series, the Company shall, at least 60 days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date, of the principal amount of Securities of such series to be redeemed and, if applicable, of the tenor of the Securities to be redeemed. In the case of any redemption of Securities (i) prior to the expiration of any restriction on such redemption provided in the terms of such Securities or elsewhere in this Indenture or (ii) pursuant to an election of the Company which is subject to a condition specified in the terms of such Securities, the Company shall furnish the Trustee with an Officers' Certificate evidencing compliance with such restriction or condition.

Section 10.3. SELECTION OF SECURITIES TO BE REDEEMED. Unless otherwise specified as contemplated by Section 3.1, if less than all the Securities (including coupons, if any) of a series with the same terms are to be redeemed, the Trustee, not more than 45 days prior to the redemption date, shall select the Securities of the series to be redeemed in such manner as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of a portion of the principal amount of any Security of such series, PROVIDED that the unredeemed portion of the principal amount of any Security shall be in an authorized denomination (which shall not be less than the minimum authorized denomination) for such Security. The Trustee shall make the selection from Securities of the series that are Outstanding and that have not previously been called for redemption and may

provide for the selection for redemption of portions (equal to the minimum authorized denomination for Securities, including coupons, if any, of that series or any integral multiple thereof) of the principal amount of Securities, including coupons, if any, of such series of a denomination larger than the minimum authorized denomination for Securities of that series. The Trustee shall promptly notify the Company in writing of the Securities selected by the Trustee for redemption and, in the case of any Securities

selected for partial redemption, the principal amount thereof to be redeemed. If the Company shall so direct, Securities registered in the name of the Company, any Affiliate or any Subsidiary thereof shall not be included in the Securities selected for redemption. If less than all the Securities of any series with differing issue dates, interest rates and stated maturities are to be redeemed, the Company in its sole discretion shall select the particular Securities to be redeemed and shall notify the Trustee in writing thereof at least 45 days prior to the relevant redemption date.

For purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Securities (including coupons, if any) shall relate, in the case of any Securities (including coupons, if any) redeemed or to be redeemed only in part, to the portion of the principal amount of such Securities (including coupons, if any) which has been or is to be redeemed.

Section 10.4. NOTICE OF REDEMPTION. Unless otherwise specified as contemplated by Section 3.1, notice of redemption shall be given in the manner provided in Section 1.6 not less than 30 days nor more than 60 days prior to the Redemption Date to the Holders of the Securities to be redeemed.

All notices of redemption shall state:

- (1) the Redemption Date;
- (2) the Redemption Price;
- (3) if less than all the Outstanding Securities of a series are to be redeemed, the identification (and, in the case of partial redemption, the principal amounts) of the particular Security or Securities to be redeemed;

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- (4) in case any Security is to be redeemed in part only, the notice which relates to such Security shall state that on and after the Redemption Date, upon surrender of such Security, the holder will receive, without a charge, a new Security or Securities of authorized denominations for the principal amount thereof remaining unredeemed;

- (5) the Place or Places of Payment where such Securities, together in the case of Bearer Securities with all coupons appertaining thereto, if any, maturing after the Redemption Date, are to be surrendered for payment for the Redemption Price;

- (6) that Securities of the series called for redemption and all unmatured coupons, if any, appertaining thereto must be surrendered to the Paying Agent to collect the Redemption Price;

(7) that, on the Redemption Date, the Redemption Price will become due and payable upon each such Security, or the portion thereof, to be redeemed and, if applicable, that interest thereon will cease to accrue on and after said date;

(8) that the redemption is for a sinking fund, if such is the case;

(9) that, unless otherwise specified in such notice, Bearer Securities of any series, if any, surrendered for redemption must be accompanied by all coupons maturing subsequent to the Redemption Date or the amount of any such missing coupon or coupons will be deducted from the Redemption Price, unless security or indemnity satisfactory to the Company, the Trustee and any Paying Agent is furnished; and

(10) the CUSIP number, if any, of the Securities.

Notice of redemption of Securities to be redeemed shall be given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company.

Section 10.5. DEPOSIT OF REDEMPTION PRICE. On or prior to any Redemption Date, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Com-

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pany is acting as its own Paying Agent, which it may not do in the case of a sinking fund payment under Article 11, segregate and hold in trust as provided in Section 9.3) an amount of money in the currency or currencies (including currency unit or units) in which the Securities of such series are payable (except as otherwise specified pursuant to Section 3.1 for the Securities of such series) sufficient to pay on the Redemption Date the Redemption Price of, and (unless the Redemption Date shall be an Interest Payment Date) interest accrued to the Redemption Date on, all Securities or portions thereof which are to be redeemed on that date.

Unless any Security by its terms prohibits any sinking fund payment obligation from being satisfied by delivering and crediting Securities (including Securities redeemed otherwise than through a sinking fund), the Company may deliver such Securities to the Trustee for crediting against such payment obligation in accordance with the terms of such Securities and this Indenture.

Section 10.6. SECURITIES PAYABLE ON REDEMPTION DATE. Notice of redemption having been given as aforesaid, the Securities so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Company shall default in the payment of the Redemption Price and accrued interest) such Securities shall cease to bear interest and the coupons for any such interest

appertaining to any Bearer Security so to be redeemed, except to the extent provided below, shall be void. Except as provided in the next succeeding paragraph, upon surrender of any such Security, including coupons, if any, for redemption in accordance with said notice, such Security shall be paid by the Company at the Redemption Price, together with accrued interest to the Redemption Date; PROVIDED, HOWEVER, that installments of interest on Bearer Securities whose Stated Maturity is on or prior to the Redemption Date shall be payable only at an office or agency located outside the United States and its possessions (except as otherwise provided in Section 9.2) and, unless otherwise specified as contemplated by Section 3.1, only upon presentation and surrender of coupons for such interest; and PROVIDED, FURTHER, that, unless otherwise specified as contemplated by Section 3.1, installments of interest on Registered Securities whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Securities, or one

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or more Predecessor Securities, registered as such at the close of business on the relevant Record Dates according to their terms and the provisions of Section 3.7.

If any Bearer Security surrendered for redemption shall not be accompanied by all appurtenant coupons maturing after the Redemption Date, such Bearer Security may be paid after deducting from the Redemption Price an amount equal to the face amount of all such missing coupons, or the surrender of such missing coupon or coupons may be waived by the Company and the Trustee if there be furnished to them such security or indemnity as they may require to save each of them and any Paying Agent harmless. If thereafter the Holder of such Bearer Security shall surrender to the Trustee or any Paying Agent any such missing coupon in respect of which a deduction shall have been made from the Redemption Price, such Holder shall be entitled to receive the amount so deducted; PROVIDED, HOWEVER, that interest represented by coupons shall be payable only at an office or agency located outside of the United States (except as otherwise provided pursuant to Section 9.2) and, unless otherwise specified as contemplated by Section 3.1, only upon presentation and surrender of those coupons.

If any Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the Redemption Date at the rate prescribed therefor in the Security.

Section 10.7. SECURITIES REDEEMED IN PART. Upon surrender of a Security that is redeemed in part at any Place of Payment therefor (with, if the Company or the Trustee so required, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing), the Company shall execute and the Trustee shall authenticate and deliver to the Holder of that Security, without service charge a new Security or Securities of the same series, having the same form, terms and Stated

Maturity, in any authorized denomination equal in aggregate principal amount to the unredeemed portion of the principal amount of the Security surrendered.

ARTICLE 11

SINKING FUNDS

Section 11.1. APPLICABILITY OF ARTICLE. The provisions of this Article shall be applicable to any sinking fund for the retirement of Securities of a series except as otherwise specified as contemplated by Section 3.1 for Securities of such series.

The minimum amount of any sinking fund payment provided for by the terms of Securities of any series is herein referred to as a "mandatory sinking fund payment," and any payment in excess of such minimum amount provided for by the terms of Securities of any series is herein referred to as an "optional sinking fund payment." If provided for by the terms of Securities of any series, the cash amount of any sinking fund payment may be subject to reduction as provided in Section 11.2. Each sinking fund payment shall be applied to the redemption of Securities of any series as provided for by the terms of Securities of such series.

Section 11.2. SATISFACTION OF SINKING FUND PAYMENTS WITH SECURITIES. The Company (i) may deliver Outstanding Securities of a series (other than any previously called for redemption) together, in the case of Bearer Securities of such series, with all unmatured coupons appertaining thereto and (ii) may apply as a credit Securities of a series which have been redeemed either at the election of the Company pursuant to the terms of such Securities or through the application of permitted optional sinking fund payments pursuant to the terms of such Securities, in each case in satisfaction of all or any part of any sinking fund payment with respect to the Securities of such series required to be made pursuant to the terms of such Securities as provided for by the terms of such series; PROVIDED that such Securities have not been previously so credited. Such Securities shall be received and credited for such purpose by the Trustee at the Redemption Price specified in such Securities for redemption through operation of the sinking fund and the amount of such sinking fund payment shall be reduced accordingly.

Section 11.3. REDEMPTION OF SECURITIES FOR SINKING FUND. Not less than 60 days prior to each sinking fund payment date for any series of Securities, the Com-

pany will deliver to the Trustee an Officers' Certificate specifying the amount of the next ensuing sinking fund payment for that series pursuant to the terms of that series, the portion thereof, if any, which is to be satisfied by payment of cash and the portion thereof, if any, which is to be satisfied by delivering and crediting Securities of that series pursuant to Section 11.2 and will also deliver to the Trustee any Securities to be so delivered. Not less than 30 days before each such sinking fund payment date the Trustee shall select the Securities to be redeemed upon such sinking fund payment date in the manner specified in Section 10.3 and cause notice of the redemption thereof to be given in the name of and at the expense of the Company in the manner provided in Section 10.4. Such notice having been duly given, the redemption of such Securities shall be made upon the terms and in the manner stated in Sections 10.6 and 10.7.

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

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

PROTECTIVE LIFE
CORPORATION

By: _____
Title:

[Seal]

Attest:

Secretary

THE BANK OF NEW YORK

By:

Title:

[Seal]

Attest:

Title:

PROTECTIVE LIFE CORPORATION

to

AMSOUTH BANK N.A., Trustee

SUBORDINATED INDENTURE

Dated as of _____, 1994

Providing for Issuance of Subordinated
Debt Securities in Series

[Reconciliation and tie between Subordinated Indenture, dated as of
_____, 1994, and the Trust Indenture Act of 1939, as amended.

TRUST INDENTURE ACT
OF 1939 SECTION

SUBORDINATED
INDENTURE SECTION

310 (a) (1)	6.12
(a) (2)	6.12
(a) (3)	TIA
(a) (4)	Not applicable
(a) (5)	TIA
(b)	6.10; 6.12 (b); TIA

311	(a)	TIA
	(b)	TIA
312	(a)	6.8
	(b)	TIA
	(c)	TIA
313	(a)	6.7; TIA
	(b)	TIA
	(c)	TIA
	(d)	TIA
314	(a)	9.6; 9.7; TIA
	(b)	Not Applicable
	(c) (1)	1.2
	(c) (2)	1.2
	(c) (3)	Not Applicable
	(d)	Not Applicable
	(e)	TIA
	(f)	TIA
315	(a)	6.1
	(b)	6.6
	(c)	6.1
	(d) (1)	TIA
	(d) (2)	TIA
	(d) (3)	TIA
	(e)	TIA
316	(a) (last sentence)	1.1
	(a) (1) (A)	5.2; 5.8
	(a) (1) (B)	5.7
	(b)	5.9; 5.10
	(c)	TIA
317	(a) (1)	5.3
	(a) (2)	5.4
	(b)	9.3
318	(a)	1.11
	(b)	TIA
	(c)	1.11; TIA

This reconciliation and tie section does not constitute part of the Subordinated Indenture.]

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Draft--April 15, 1994

SUBORDINATED INDENTURE, dated as of _____, 1994, from PROTECTIVE LIFE CORPORATION, a Delaware corporation (the "Company"), to AMSOUTH BANK N.A., Trustee, a national banking corporation (the "Trustee").

RECITALS

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

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

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

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1. DEFINITIONS. (a) For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;

(2) all other terms used herein which are defined in the Trust Indenture Act, either directly or by reference therein, have the meanings assigned to them therein;

(3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and

(4) 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.

"AFFILIATE" of any specified Person means any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with such specified Person. For 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.

"AGENT" means any Paying Agent or Registrar.

"AUTHENTICATING AGENT" means any authenticating agent appointed by the Trustee pursuant to Section 6.14.

"AUTHORIZED NEWSPAPER" means a newspaper of general circulation, in the official language of the country of publication or in the English language, customarily published on each Business Day whether or not published on Saturdays, Sundays or holidays. Whenever successive publications in an Authorized Newspaper are required hereunder they may be made (unless otherwise expressly provided herein) on the same or different days of the week and in the same or different Authorized Newspapers.

"BEARER SECURITY" means any Security issued hereunder which is payable to bearer.

"BOARD" or "BOARD OF DIRECTORS" means the Board of Directors of the Company, the Executive Committee or any other duly authorized committee thereof.

"BOARD RESOLUTION" means a copy of a resolution of the Board of Directors, 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 the certificate, and delivered to the Trustee.

"BUSINESS DAY", when used with respect to any Place of Payment or any other particular location referred to in this Indenture or in the Securities, means, unless otherwise specified with respect to any Securities pursuant to Section 3.1, each Monday, Tuesday, Wednesday, Thursday

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and Friday which is not a day on which banking institutions in that Place of Payment or particular location are authorized or obligated by law or executive order to close.

"COMMISSION" means the Securities and Exchange Commission, as from time to time constituted, created under the Securities Exchange Act of 1934, or, if at any time after the execution of this Indenture such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body performing such duties at such time.

"COMPANY" means the party named as the Company in the first paragraph of this Indenture until a successor corporation shall have become such pursuant to the applicable provisions of this Indenture, and thereafter means such successor.

"COMPANY ORDER" and "COMPANY REQUEST" mean, respectively, a written order or request signed in the name of the Company by two Officers,

one of whom must be the Chairman of the Board, the President, the Chief Financial Officer, the Treasurer, the Assistant Treasurer, the Controller or a Vice-President of the Company.

"CONVERSION EVENT" means the cessation of use of (i) a Foreign Currency both by the issuer of such currency and for the settlement of transactions by a central bank or other public institutions of or within the international banking community, (ii) the ECU both within the European Monetary System and for the settlement of transactions by public institutions of or within the European Communities or (iii) any currency unit other than the ECU for the purposes for which it was established.

"CORPORATE TRUST OFFICE" means the office of the Trustee in Birmingham, Alabama at which at any particular time its corporate trust business shall be principally administered, which office at the date hereof is located at 1901 Sixth Avenue North, Suite 730, Birmingham, Alabama 35203, Attention: Corporate Trust Department.

"CURRENCY UNIT" for all purposes of this Indenture shall include any composite currency.

"DEBT" means indebtedness for money borrowed.

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

"DEPOSITORY", when used with respect to the Securities of or within any series issuable or issued in whole or in part in global form, means the Person designated as Depository by the Company pursuant to Section 3.1 until a successor Depository shall have become such pursuant to the applicable provisions of this Indenture, and thereafter shall mean or include each Person which is then a Depository hereunder, and if at any time there is more than one such Person, shall be a collective reference to such Persons.

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

"ECU" means the European Currency Unit as defined and revised from time to time by the Council of the European Communities.

"EUROPEAN COMMUNITIES" means the European Economic Community, the European Coal and Steel Community and the European Atomic Energy Community.

"EUROPEAN MONETARY SYSTEM" means the European Monetary System established by the Resolution of December 5, 1978 of the Council of the European Communities.

"EXCHANGE RATE AGENT", when used with respect to Securities of or within any series, means, unless otherwise specified with respect to any Securities pursuant to Section 3.1, a New York Clearing House bank designated pursuant to Section 3.1 or Section 3.13 (which may include any such bank acting as Trustee hereunder).

"EXCHANGE RATE OFFICER'S CERTIFICATE" means a certificate setting forth (i) the applicable Market Exchange Rate or the applicable bid quotation and (ii) the Dollar or Foreign Currency amounts of principal (and premium, if any) and interest, if any (on an aggregate basis and on the basis of a Security having the lowest denomination principal amount in the relevant currency or currency unit), payable with respect to a Security of any series on the basis of such Market Exchange Rate or the applicable bid quotation, signed by the Chief Financial Officer, the Treasurer, the

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Controller, any Vice President or the Assistant Treasurer of the Company.

"FOREIGN CURRENCY" means any currency issued by the government of one or more countries other than the United States or by any recognized confederation or association of such governments.

"GOVERNMENT OBLIGATIONS" means securities which are (i) direct obligations of the United States or, if specified as contemplated by Section 3.1, the government which issued the currency in which the Securities of a particular series are payable, for the payment of which its full faith and credit is pledged or (ii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States or, if specified as contemplated by Section 3.1, such government which issued the foreign currency in which the Securities of such series are payable, the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States or such other government, which, in either case, are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such Government Obligation or a specific payment of interest on or principal of any such Government Obligation held by such custodian for the account of the holder of a depository receipt, PROVIDED that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Obligation evidenced by such depository receipt.

"HOLDER" means, with respect to a Bearer Security, a bearer thereof or of a coupon appertaining thereto and, with respect to a Registered Security, a person in whose name a Security is registered on the Register.

"INDENTURE" means this Subordinated Indenture as originally executed or as amended or supplemented from time to time and shall include the

forms and terms of particular series of Securities established as contemplated hereunder.

"INDEXED SECURITY" means a Security the terms of which provide that the principal amount thereof payable at Stated Maturity may be more or less than the principal face amount thereof at original issuance.

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"INTEREST", when used with respect to an Original Issue Discount Security which by its terms bears interest only after Maturity, means interest payable after Maturity.

"INTEREST PAYMENT DATE", when used with respect to any Security, means the Stated Maturity of an installment of interest on such Security.

"MARKET EXCHANGE RATE" means, unless otherwise specified with respect to any Securities pursuant to Section 3.1, (i) for any conversion involving a currency unit on the one hand and Dollars or any Foreign Currency on the other, the exchange rate between the relevant currency unit and Dollars or such Foreign Currency calculated by the method specified pursuant to Section 3.1 for the Securities of the relevant series, (ii) for any conversion of Dollars into any Foreign Currency, the noon buying rate for such Foreign Currency for cable transfers quoted in New York City as certified for customs purposes by the Federal Reserve Bank of New York and (iii) for any conversion of one Foreign Currency into Dollars or another Foreign Currency, the spot rate at noon local time in the relevant market at which, in accordance with normal banking procedures, the Dollars or Foreign Currency into which conversion is being made could be purchased with the Foreign Currency from which conversion is being made from major banks located in New York City, London or any other principal market for Dollars or such purchased Foreign Currency, in each case determined by the Exchange Rate Agent. Unless otherwise specified with respect to any Securities pursuant to Section 3.1, in the event of the unavailability of any of the exchange rates provided for in the foregoing clauses (i), (ii) and (iii), the Exchange Rate Agent shall use, in its sole discretion and without liability on its part, such quotation of the Federal Reserve Bank of New York as of the most recent available date, or quotations from one or more major banks in New York City, London or other principal market for such currency or currency unit in question (which may include any such bank acting as Trustee under this Indenture), or such other quotations as the Exchange Rate Agent shall deem appropriate. If there is more than one market for dealing in any currency or currency unit by reason of foreign exchange regulations or otherwise, the market to be used in respect of such currency or currency unit shall be that upon which a nonresident issuer of securities designated in such currency or currency unit would purchase such currency or currency unit in order to make payments in respect of such securities.

"MATURITY", when used with respect to any Security, means the date on which the principal of such Security or an installment of principal becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, call for redemption or otherwise.

"OFFICER" means the Chairman of the Board, the President, any Vice-President, the Chief Financial Officer, the Treasurer, the Assistant Treasurer, the Controller, the Secretary or any Assistant Secretary of the Company.

"OFFICERS' CERTIFICATE", when used with respect to the Company, means a certificate signed by two Officers, one of whom must be the Chairman of the Board, the President, the Chief Financial Officer, the Treasurer, the Assistant Treasurer, the Controller or a Vice-President of the Company.

"OPINION OF COUNSEL" means a written opinion from the general counsel of the Company or other legal counsel who is reasonably acceptable to the Trustee. Such counsel may be an employee of or counsel to the Company.

"ORIGINAL ISSUE DISCOUNT SECURITY" means any Security which provides for an amount less than the stated principal amount thereof to be due and payable upon declaration of acceleration of the Maturity thereof pursuant to Section 5.2.

"OUTSTANDING", when used with respect to Securities, means, as of the date of determination, all Securities theretofore authenticated and delivered under this Indenture, EXCEPT:

(i) Securities theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(ii) Securities, or portions thereof, for whose payment or redemption money or Government Obligations 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 Securities and any coupons appertaining thereto, PROVIDED that, if such Securities are to be redeemed, notice of such redemption has been duly given pursuant to this

Indenture or provisions therefor satisfactory to the Trustee have been made;

(iii) Securities, except to the extent provided in Sections 4.4 and 4.5, with respect to which the Company has effected defeasance and/or covenant defeasance as provided in Article 4; and

(iv) Securities which have been paid pursuant to Section 3.6 or in exchange for or in lieu of which other Securities have been authenticated and delivered pursuant to this Indenture, other than any such Securities in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Securities are held by a bona fide purchaser in whose hands such Securities are valid obligations of the Company;

PROVIDED, HOWEVER, that in determining whether the Holders of the requisite principal amount of the Outstanding Securities have given any request, demand, authorization, direction, notice, consent or waiver hereunder, or whether sufficient funds are available for redemption or for any other purpose, and for the purpose of making the calculations required by section 313 of the Trust Indenture Act, (W) the principal amount of any Original Issue Discount Securities that may be counted in making such determination or calculation and that shall be deemed to be Outstanding for such purpose shall be equal to the amount of principal thereof that would be (or shall have been declared to be) due and payable, at the time of such determination, upon a declaration of acceleration of the maturity thereof pursuant to Section 5.2, (X) the principal amount of any Security denominated in a Foreign Currency that may be counted in making such determination or calculation and that shall be deemed Outstanding for such purpose shall be equal to the Dollar equivalent, determined as of the date such Security is originally issued by the Company as set forth in an Exchange Rate Officer's Certificate delivered to the Trustee, of the principal amount (or, in the case of an Original Issue Discount Security, the Dollar equivalent as of such date of original issuance of the amount determined as provided in clause (w) above) of such Security, (Y) the principal amount of any Indexed Security that may be counted in making such determination or calculation and that shall be deemed Outstanding for such purpose shall be equal to the principal face amount of such Indexed Security at original issuance, unless otherwise provided with respect to such

Security pursuant to Section 3.1, and (Z) Securities owned by the Company or any other obligor upon the Securities or any Affiliate of the Company or of such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in making such calculation or in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Securities which the Trustee actually knows to be so owned shall be so disregarded. Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Securities and that the pledgee is not the Company

or any other obligor upon the Securities or any Affiliate of the Company or of such other obligor.

"PAYING AGENT" means any Person authorized by the Company to pay the principal of, premium, if any, or interest and any other payments on any Securities on behalf of the Company.

"PERIODIC OFFERING" means an offering of Securities of a series from time to time the specific terms of which Securities, including, without limitation, the rate or rates of interest or formula for determining the rate or rates of interest thereon, if any, the Maturity thereof and the redemption provisions, if any, with respect thereto, are to be determined by the Company upon the issuance of such Securities.

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

"PLACE OF PAYMENT", when used with respect to the Securities of or within any series, means the place or places where the principal of, premium, if any, and interest and any other payments on such Securities are payable as specified as contemplated by Sections 3.1 and 9.2.

"PREDECESSOR SECURITY" of any particular Security means every previous Security evidencing all or a portion of the same debt as that evidenced by such particular Security; and, for the purposes of this definition, any Security authenticated and delivered under Section 3.6 in exchange for or in lieu of a mutilated, destroyed, lost or stolen

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Security shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Security.

"PRINCIPAL AMOUNT", when used with respect to any Security, means the amount of principal, if any, payable in respect thereof at Maturity; PROVIDED, HOWEVER, that when used with respect to an Indexed Security in any context other than the making of payments at Maturity, "principal amount" means the principal face amount of such Indexed Security at original issuance.

"REDEMPTION DATE", when used with respect to any Security to be redeemed, means the date fixed for such redemption by or pursuant to this Indenture.

"REDEMPTION PRICE", when used with respect to any Security to be redeemed, in whole or in part, means the price at which it is to be redeemed pursuant to this Indenture.

"REGISTERED SECURITY" means any Security issued hereunder and registered as to principal and interest in the Register.

"REGULAR RECORD DATE" for the interest payable on any Interest Payment Date on the Securities of or within any series means the date specified for that purpose as contemplated by Section 3.1.

"RESPONSIBLE OFFICER", when used with respect to the Trustee, shall mean the chairman or any vice chairman of the board of directors, the chairman or any vice-chairman of the executive committee of the board of directors, the chairman of the trust committee, the president, any senior vice president, any vice president, any assistant vice president, the secretary, the treasurer, any assistant treasurer, the cashier, any assistant cashier, any senior trust officer, any trust officer, the controller, any assistant controller, or any officer of the Trustee customarily performing 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 his knowledge of and familiarity with a particular subject.

"SECURITY" or "SECURITIES" has the meaning stated in the first recital of this Indenture and more particularly

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means a Security or Securities of the Company issued, authenticated and delivered under this Indenture.

"SPECIAL RECORD DATE" for the payment of any Defaulted Interest means a date fixed by the Trustee pursuant to Section 3.7.

"STATED MATURITY", when used with respect to any Security or any installment of principal thereof or interest thereon, means the date specified in such Security or in a coupon representing such installment of interest as the fixed date on which the principal of such Security or such installment of principal or interest is due and payable.

"SUBSIDIARY" of any Person means any Person of which at least a majority of capital stock having ordinary voting power for the election of directors or other governing body of such Person is owned by such Person directly or through one or more Subsidiaries of such Person.

"TOTAL ASSETS" means, at any date, the total assets appearing on the most recently prepared consolidated balance sheet of the Company and its consolidated Subsidiaries as at the end of a fiscal quarter of the Company, prepared in accordance with generally accepted accounting principles.

"TRUST INDENTURE ACT" means the Trust Indenture Act of 1939 as in effect on the date of this Indenture, except as provided in Section 8.3.

"TRUSTEE" means the party named as such in the first paragraph of this Indenture until a successor Trustee replaces it pursuant to the applicable provisions of this Indenture, and thereafter means such successor

Trustee and if, at any time, there is more than one Trustee, "Trustee" as used with respect to the Securities of any series shall mean the Trustee with respect to the Securities of that series.

"UNITED STATES" means, unless otherwise specified with respect to the Securities of any series as contemplated by Section 3.1, the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction.

"U.S. PERSON" means, unless otherwise specified with respect to the Securities of any series as contemplated

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by Section 3.1, a citizen, national or resident of the United States, a corporation, partnership or other entity created or organized in or under the laws of the United States or any political subdivision thereof, or an estate or trust, the income of which is subject to United States federal income taxation regardless of its source.

(b) The following terms shall have the meanings specified in the Sections referred to opposite such term below:

TERM	SECTION
"Act"	1.4 (a)
"Bankruptcy Law"	5.1
"Component Currency"	3.12 (d)
"Conversion Date"	3.12 (d)
"Custodian"	5.1
"Defaulted Interest"	3.7 (b)
"Election Date"	3.12 (h)
"Event of Default"	5.1
"Notice of Default"	5.1 (3)
"Register"	3.5
"Registrar"	3.5
"Senior Indebtedness"	12.2
"Valuation Date"	3.7 (c)

Section 1.2. COMPLIANCE CERTIFICATES AND OPINIONS. Upon any application or request by the Company to the Trustee to take any action under any provision of this Indenture, the Company shall furnish to the Trustee an Officers' Certificate stating that all conditions 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, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than pursuant to Sections 2.3 and 9.6) shall include:

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(1) a statement that each individual signing such certificate or opinion has read such condition or covenant and the definitions herein relating thereto;

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

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

(4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

Section 1.3. FORM OF DOCUMENTS DELIVERED TO TRUSTEE. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

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

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Any certificate, statement or opinion of an officer of the Company or of counsel may be based, insofar as it relates to accounting matters, upon a certificate or opinion of or representations by an accountant or firm of accountants in the employ of the Company, unless such officer or counsel, as the case may be, knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the accounting matters upon which his certificate, statement or opinion is based are erroneous.

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

Section 1.4. ACTS OF HOLDERS. (a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgements of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also

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be proved in any other manner which the Trustee deems sufficient.

(c) The ownership of Bearer Securities may be proved by the production of such Bearer Securities or by a certificate executed by any trust company, bank, banker or other depository, wherever situated, if such certificate shall be deemed by the Trustee to be satisfactory, showing that at

the date therein mentioned such Person had on deposit with such depository, or exhibited to it, the Bearer Securities therein described; or such facts may be proved by the certificate or affidavit of the Person holding such Bearer Securities, if such certificate or affidavit is deemed by the Trustee to be satisfactory. The Trustee and the Company may assume that such ownership of any Bearer Security continues until (i) another such certificate or affidavit bearing a later date issued in respect of the same Bearer Security is produced, (ii) such Bearer Security is produced to the Trustee by some other Person, (iii) such Bearer Security is surrendered in exchange for a Registered Security or (IV) such Bearer Security is no longer Outstanding. The ownership of Bearer Securities may also be proved in any other manner which the Trustee deems sufficient.

(d) The ownership of Registered Securities shall be proved by the Register.

(e) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Security.

(f) If the Company shall solicit from the Holders of any series any request, demand, authorization, direction, notice, consent, waiver or other Act, the Company may, at its option, by or pursuant to a Board Resolution, fix in advance a record date for the determination of Holders of such series entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Company shall have no obligation to do so, PROVIDED that the Company may not set a record date for, and the provisions of this paragraph shall not apply with

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respect to, the giving or making of any notice, declaration, request or direction referred to in the next paragraph. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the close of business on such record date shall be deemed to be Holders for the purposes of determining whether Holders of the requisite proportion of Outstanding Securities have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for that purpose the Outstanding Securities shall be computed as of such record date; PROVIDED that no such authorization, agreement or consent by the Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than six months after the record date.

(g) The Trustee may set any day as a record date for the purpose

of determining the Holders of any series entitled to join in the giving or making of (i) any Notice of Default, (ii) any declaration of acceleration referred to in Section 5.2, (iii) any direction referred to in Section 5.8 or (IV) any request to institute proceedings referred to in Section 5.9(2), in each case with respect to Securities of such series. If such a record date is fixed pursuant to this paragraph, the relevant action may be taken or given before or after such record date, but only the Holders of record at the close of business on such record date shall be deemed to be holders of a series for the purposes of determining whether Holders of the requisite proportion of Outstanding Securities of such series have authorized or agreed or consented to such action, and for that purpose the Outstanding Securities of such series shall be computed as of such record date; PROVIDED that no such action by Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than six months after the record date. Nothing in this paragraph shall be construed to prevent the Trustee from setting a new record date for any action for which a record date has previously been set pursuant to this paragraph (whereupon the record date previously set shall automatically and with no action by any Person be cancelled and of no effect), and nothing in this paragraph shall be construed to render ineffective any action taken by Holders of the requisite principal amount of Outstanding Securities of the relevant series on the date such action is taken. Promptly after any record date is set

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pursuant to this paragraph, the Trustee, at the Company's expense, shall cause notice of such record date and the proposed action by Holders to be given to the Company in writing and to each Holder of Securities of the relevant series in the manner set forth in Section 1.6.

Section 1.5. NOTICES, ETC., TO TRUSTEE AND COMPANY. Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with,

(1) the Trustee by any Holder or by the Company shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to the Trustee at its Corporate Trust Office, Attention: Corporate Trust Administration, or

(2) the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to the Company addressed to it at Protective Life Corporation, 2801 Highway 280 South, Birmingham, Alabama 35223, Attention: General Counsel or at any other address previously furnished in writing to the Trustee by the Company.

Section 1.6. NOTICE TO HOLDERS; WAIVER. Where this Indenture

provides for notice to Holders of any event, (i) if any of the Securities affected by such event are Registered Securities, such notice to the Holders thereof shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each such Holder affected by such event, at his address as it appears in the Register, within the time prescribed for the giving of such notice and, (ii) if any of the Securities affected by such event are Bearer Securities, notice to the Holders thereof shall be sufficiently given (unless otherwise herein or in the terms of such Bearer Securities expressly provided) if published once in an Authorized Newspaper in New York, New York, and in such other city or cities, if any, as may be specified as contemplated by Section 3.1.

In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any

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defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders of Registered Securities or the sufficiency of any notice to Holders of Bearer Securities given as provided herein. In any case where notice is given to Holders by publication, neither the failure to publish such notice, nor any defect in any notice so published, shall affect the sufficiency of such notice with respect to other Holders of Bearer Securities or the sufficiency of any notice to Holders of Registered Securities given as provided herein. Any notice mailed to a Holder in the manner herein prescribed shall be conclusively deemed to have been received by such Holder, whether or not such Holder actually receives such notice.

If by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice as provided above, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder. If it is impossible or, in the opinion of the Trustee, impracticable to give any notice by publication in the manner herein required, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

Any request, demand, authorization, direction, notice, consent or waiver required or permitted under this Indenture shall be in the English language, except that any published notice may be in an official language of the country of publication.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 1.7. HEADINGS AND TABLE OF CONTENTS. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

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Section 1.8. SUCCESSOR AND ASSIGNS. All covenants and agreements in this Indenture by the Company shall bind its successor and assigns, whether so expressed or not.

Section 1.9. SEPARABILITY. In case any provision of this Indenture or the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.10. BENEFITS OF INDENTURE. Nothing in this Indenture or in the Securities, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder, the holders of Senior Indebtedness and the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 1.11. GOVERNING LAW. THIS INDENTURE, THE SECURITIES AND ANY COUPONS APPERTAINING THERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Indenture is subject to the Trust Indenture Act and if any provision hereof limits, qualifies or conflicts with any provision of the Trust Indenture Act, which is required under such Act to be a part of and govern this Indenture, the latter provision shall control. If any provision of this Indenture modifies or excludes any provision of the Trust Indenture Act which may be so modified or excluded, the latter provision shall be deemed to apply to this Indenture as so modified or to be excluded, as the case may be. Whether or not this Indenture is required to be qualified under the Trust Indenture Act, the provisions of the Trust Indenture Act required to be included in an indenture in order for such indenture to be so qualified shall be deemed to be included in this Indenture with the same effect as if such provisions were set forth herein and any provisions hereof which may not be included in an indenture which is so qualified shall be deemed to be deleted or modified to the extent such provisions would be required to be deleted or modified in an indenture so qualified.

Section 1.12. LEGAL HOLIDAYS. In any case where any Interest Payment Date, Redemption Date, sinking fund payment date, Stated Maturity or Maturity of any Security shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of this Indenture or of any Security or coupon other than a provision in the

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Securities of any series which specifically states that such provision shall apply in lieu of this Section), payment of principal, premium, if any, or interest need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on such date; PROVIDED that no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date, sinking fund payment date, Stated Maturity or Maturity, as the case may be.

ARTICLE 2

SECURITY FORMS

Section 2.1. FORMS GENERALLY. The Securities of each series and the coupons, if any, to be attached thereto shall be in substantially such form as shall be established by or pursuant to a Board Resolution or in one or more indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or Depository therefor or as may, consistently herewith, be determined by the officers executing such Securities and coupons, if any, as evidenced by their execution of the Securities and coupons, if any. If temporary Securities of any series are issued as permitted by Section 3.4, the form thereof also shall be established as provided in the preceding sentence. If the forms of Securities and coupons, if any, of any series are established by, or by action taken pursuant to, a Board Resolution, a copy of the Board Resolution together with an appropriate record of any such action taken pursuant thereto, including a copy of the approved form of Securities or coupons, if any, shall be certified by the Secretary or an Assistant Secretary of the Company and delivered to the Trustee at or prior to the delivery of the Company Order contemplated by Section 3.3 for the authentication and delivery of such Securities.

Unless otherwise specified as contemplated by Section 3.1, Bearer Securities shall have interest coupons attached.

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

Section 2.2. FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION.

The Trustee's certificate of authentication shall be in substantially the following form:

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

AmSouth Bank N.A.,
as Trustee

By _____
Authorized Signatory

Section 2.3. SECURITIES IN GLOBAL FORM. If Securities of or within a series are issuable in whole or in part in global form, any such Security may provide that it shall represent the aggregate or specified amount of Outstanding Securities from time to time endorsed thereon and may also provide that the aggregate amount of Outstanding Securities represented thereby may from time to time be reduced or increased to reflect exchanges. Any endorsement of a Security in global form to reflect the amount, or any increase or decrease in the amount, or changes in the rights of Holders, of Outstanding Securities represented thereby, shall be made in such manner and by such Person or Persons as shall be specified therein or in the Company Order to be delivered to the Trustee pursuant to Section 3.3 or 3.4. Subject to the provisions of Section 3.3 and, if applicable, Section 3.4, the Trustee shall deliver and redeliver any security in permanent global form in the manner and upon instructions given by the Person or Persons specified therein or in the applicable Company Order. Any instructions by the Company with respect to endorsement or delivery or redelivery of a Security in global form shall be in writing but need not comply with Section 1.2 hereof and need not be accompanied by an Opinion of Counsel.

The provisions of the last paragraph of Section 3.3 shall apply to any Security in global form if such

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Security was never issued and sold by the Company and the Company delivers to the Trustee the Security in global form together with written instructions (which need not comply with Section 1.2 and need not be accompanied by an Opinion of Counsel) with regard to the reduction in the principal amount of Securities represented thereby, together with the written statement contemplated by the last paragraph of Section 3.3.

Notwithstanding the provisions of Section 2.1 and 3.7, unless otherwise specified as contemplated by Section 3.1, payment of principal of, premium, if any, and interest on any Security in permanent global form shall be made to the Person or Persons specified therein.

Section 2.4. FORM OF LEGEND FOR SECURITIES IN GLOBAL FORM. Any Registered Security in global form authenticated and delivered hereunder shall bear a legend in substantially the following form with such changes as may be required by the Depository:

THIS SECURITY IS IN GLOBAL FORM WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE OF A DEPOSITORY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY OR BY THE DEPOSITORY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITORY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITORY.

ARTICLE 3

THE SECURITIES

Section 3.1. AMOUNT UNLIMITED; ISSUABLE IN SERIES. (a) The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture is unlimited. The Securities may be issued from time to time in one or more series.

(b) The following matters shall be established with respect to each series of Securities issued hereunder (i) by a Board Resolution, (ii) by action taken pursuant to

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a Board Resolution and (subject to Section 3.3) set forth, or determined in the manner provided, in an Officers' Certificate or (iii) in one or more indentures supplemental hereto:

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

(2) any limit upon the aggregate principal amount of the Securities of the series which may be authenticated and delivered under this Indenture (which limit shall not pertain to Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of the series pursuant to Section 3.4, 3.5, 3.6, 8.6, or 10.7);

(3) the date or dates on which the principal of and premium, if any, on the Securities of the series is payable or the method of determination thereof;

(4) the rate or rates at which the Securities of the series shall bear interest, if any, or the method of calculating such rate or rates of interest, the date or dates from which such interest shall accrue or the method by which such date or dates shall be determined, the Interest Payment Dates on which any such interest shall be payable and, with respect to Registered Securities, the Regular Record Date, if any, for the interest payable on any Registered Security on any Interest Payment Date;

(5) the place or places where the principal of, premium, if any, and interest, if any, on Securities of the series shall be payable;

(6) the period or periods within which, the price or prices at which, the currency or currencies (including currency unit or units) in which, and the other terms and conditions upon which, Securities of the series may be redeemed, in whole or in part, at the option of the Company and, if other than as provided in Section 10.3, the manner in which the particular Securities of such series (if less than all Securities of such series are to be redeemed) are to be selected for redemption;

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

(8) if other than denominations of \$1,000 and any integral multiple thereof, if Registered Securities, and if other than the denomination of \$5,000 and any integral multiple thereof, if Bearer Securities, the denominations in which Securities of the series shall be issuable;

(9) if other than Dollars, the currency or currencies (including currency unit or units) in which the principal of, premium, if any, and interest, if any, on the Securities of the series shall be payable, or in which the Securities of the series shall be denominated, and the particular provisions applicable thereto in accordance with, in addition to, or in lieu of the provisions of Section 3.12;

(10) if the payments of principal of, premium, if any, or interest, if any, on the Securities of the series are to be made, at the election of the Company or a Holder, in a currency or currencies (including currency unit or units) other than that in which such Securities are

denominated or designated to be payable, the currency or currencies (including currency unit or units) in which such payments are to be made, the terms and conditions of such payments and the manner in which the exchange rate with respect to such payments shall be determined, and the particular provisions applicable thereto in accordance with, in addition to, or in lieu of the provisions of Section 3.12;

(11) if the amount of payments of principal of, premium, if any, and interest, if any, on the Securities of the series shall be determined with reference to an index, formula or other method (which index, formula or method may be based, without limitation, on a currency or currencies (including currency unit or units) other than that in which the Securities of the series are denominated or designated to be payable),

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the index, formula or other method by which such amounts shall be determined;

(12) if other than the principal amount thereof, the portion of the principal amount of such Securities of the series which shall be payable upon declaration of acceleration thereof pursuant to Section 5.2 or the method by which such portion shall be determined;

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

(14) if other than as provided in Section 3.7, the Person to whom any interest on any Registered Security of the series shall be payable and the manner in which, or the Person to whom, any interest on any Bearer Securities of the series shall be payable;

(15) provisions, if any, granting special rights to the Holders of Securities of the series upon the occurrence of such events as may be specified;

(16) any deletions from, modifications of or additions to the Events of Default set forth in Section 5.1 or covenants of the Company set forth in Article 9 pertaining to the Securities of the series;

(17) under what circumstances, if any, the Company will pay additional amounts on the Securities of that series held by a Person who

is not a U.S. Person in respect of taxes or similar charges withheld or deducted and, if so, whether the Company will have the option to redeem such Securities rather than pay such additional amounts (and the terms of any such option);

(18) whether Securities of the series shall be issuable as Registered Securities or Bearer Securities (with or without interest coupons), or both, and any

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restrictions applicable to the offering, sale or delivery of Bearer Securities and, if other than as provided in Section 3.5, the terms upon which Bearer Securities of a series may be exchanged for Registered Securities of the same series and vice versa;

(19) the date as of which any Bearer Securities of the series and any temporary global Security representing Outstanding Securities of the series shall be dated if other than the date of original issuance of the first Security of the series to be issued;

(20) the forms of the Securities and coupons, if any, of the series;

(21) the applicability, if any, to the Securities of or within the series of Sections 4.4 and 4.5, or such other means of defeasance or covenant defeasance as may be specified for the Securities and coupons, if any, of such series, and, if the Securities are payable in a currency other than Dollars, whether, for the purpose of such defeasance or covenant defeasance, the term "Government Obligations" shall include obligations referred to in the definition of such term which are not obligations of the United States or an agency or instrumentality of the United States;

(22) if other than the Trustee, the identity of the Registrar and any Paying Agent;

(23) the designation of the initial Exchange Rate Agent, if any;

(24) if the Securities of the series shall be issued in whole or in part in global form, (i) the Depository for such global Securities, (ii) the form of any legend in addition to or in lieu of that in Section 2.4 which shall be borne by such global security, (iii) whether beneficial owners of interests in any Securities of the series in global form may exchange such interests for certificated Securities of such series and of like tenor of any authorized form and denomination, and (IV) if other than as provided in Section 3.5, the circumstances under which any such exchange may occur; and

(25) any other terms of the series (which terms shall not be

Indenture) including any terms which may be required by or advisable under United States laws or regulations or advisable (as determined by the Company) in connection with the marketing of Securities of the series.

(c) All Securities of any one series and coupons, if any, appertaining to any Bearer Securities of such series shall be substantially identical except, in the case of Registered Securities, as to denomination and except as may otherwise be provided (i) by a Board Resolution, (ii) by action taken pursuant to a Board Resolution and (subject to Section 3.3) set forth, or determined in the manner provided, in the related Officers' Certificate or (iii) in an indenture supplemental hereto. All Securities of any one series need not be issued at the same time and, unless otherwise provided, a series may be reopened, without the consent of the Holders, for issuances of additional Securities of such series.

(d) If any of the terms of the Securities of any series are established by action taken pursuant to a Board Resolution, a copy of such Board Resolution shall be certified by the Corporate Secretary or an Assistant Secretary of the Company and delivered to the Trustee at or prior to the delivery of the Officers' Certificate setting forth, or providing the manner for determining, the terms of the Securities of such series, and an appropriate record of any action taken pursuant thereto in connection with the issuance of any Securities of such series shall be delivered to the Trustee prior to the authentication and delivery thereof.

Section 3.2. DENOMINATIONS. Unless otherwise provided as contemplated by Section 3.1, any Registered Securities of a series shall be issuable in denominations of \$1,000 and any integral multiple thereof and any Bearer Securities of a series shall be issuable in the denomination of \$5,000 and any integral multiples thereof.

Section 3.3. EXECUTION, AUTHENTICATION, DELIVERY AND DATING. Securities shall be executed on behalf of the Company by two Officers. The Company's seal shall be reproduced on the Securities. The signatures of any of these officers on the Securities may be manual or facsimile. The coupons, if any, of Bearer Securities shall bear the facsimile signature of two Officers.

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

At any time and from time to time, the Company may deliver Securities, together with any coupons appertaining thereto, of any series executed by the Company to the Trustee for authentication, together with a Company Order for the authentication and delivery of such Securities, and the Trustee in accordance with the Company Order shall authenticate and deliver such Securities; PROVIDED, HOWEVER, that in the case of Securities offered in a Periodic Offering, the Trustee shall authenticate and deliver such Securities from time to time in accordance with such other procedures (including, without limitation, the receipt by the Trustee of oral or electronic instructions from the Company or its duly authorized agents, promptly confirmed in writing) acceptable to the Trustee as may be specified by or pursuant to a Company Order delivered to the Trustee prior to the time of the first authentication of Securities of such series.

If the form or terms of the Securities of a series have been established by or pursuant to one or more Board Resolutions as permitted by Sections 2.1 and 3.1, in authenticating such Securities and accepting the additional responsibilities under this Indenture in relation to such Securities, the Trustee shall be entitled to receive, and (subject to section 315(a) through (d) of the Trust Indenture Act) shall be fully protected in relying upon, an Opinion of Counsel stating,

(1) if the forms of such Securities and any coupons have been established by or pursuant to a Board Resolution as permitted by Section 2.1, that such forms have been established in conformity with the provisions of this Indenture;

(2) if the terms of such Securities and any coupons have been established by or pursuant to a Board Resolution as permitted by Section 3.1, that such terms have been, or in the case of Securities of a series offered in a Periodic Offering, will be, established in conformity with the provisions of this Indenture,

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subject in the case of Securities offered in a Periodic Offering, to any conditions specified in such Opinion of Counsel; and

(3) that such Securities together with any coupons appertaining thereto, when authenticated and delivered by the Trustee and issued by the Company in the manner and subject to any conditions specified in such Opinion of Counsel, will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to

or affecting the enforcement of creditors' rights and to general equity principles and except further as enforcement thereof may be limited by (A) requirements that a claim with respect to any Securities denominated other than in Dollars (or a Foreign Currency or currency unit judgment in respect of such claim) be converted into Dollars at a rate of exchange prevailing on a date determined pursuant to applicable law or (B) governmental authority to limit, delay or prohibit the making of payments in Foreign Currencies or currency units or payments outside the United States.

Notwithstanding that such form or terms have been so established, the Trustee shall have the right to decline to authenticate such Securities if, in the written opinion of counsel to the Trustee (which counsel may be an employee of the Trustee) reasonably acceptable to the Company, the issue of such Securities pursuant to this Indenture will adversely affect the Trustee's own rights, duties or immunities under this Indenture or otherwise in a manner which is not reasonably acceptable to the Trustee. Notwithstanding the generality of the foregoing, the Trustee will not be required to authenticate Securities denominated in a Foreign Currency if the Trustee reasonably believes that it would be unable to perform its duties with respect to such Securities.

Notwithstanding the provisions of Section 3.1 and of the two preceding paragraphs, if all of the Securities of any series are not to be issued at one time, it shall not be necessary to deliver the Officers' Certificate otherwise required pursuant to Section 3.1 or the Company Order and Opinion of Counsel otherwise required pursuant to the two preceding paragraphs in connection with the authentication

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of each Security of such series if such documents, with appropriate modifications to cover such future issuances, are delivered at or prior to the authentication upon original issuance of the first Security of such series to be issued.

With respect to Securities of a series offered in a Periodic Offering, the Trustee may rely, as to the authorization by the Company of any of such Securities, the form and terms thereof and the legality, validity, binding effect and enforceability thereof, upon the Opinion of Counsel and the other documents delivered pursuant to Sections 2.1 and 3.1 and this Section, as applicable, in connection with the first authentication of Securities of such series.

If the Company shall establish pursuant to Section 3.1 that the Securities of a series are to be issued in whole or in part in global form, then the Company shall execute and the Trustee shall, in accordance with this Section and the Company Order with respect to such series, authenticate and deliver one or more Securities in global form that (i) shall represent and shall be denominated in an amount equal to the aggregate principal amount of

the Outstanding Securities of such series to be represented by such Security or Securities in global form, (ii) shall be registered, if a Registered Security, in the name of the Depository for such Security or Securities in global form or the nominee of such Depository, (iii) shall be delivered by the Trustee to such Depository or pursuant to such Depository's instruction and (iv) shall bear the legends set forth in Section 2.4 and the terms of the Board Resolution or supplemental indenture relating to such series.

Each Depository designated pursuant to Section 3.1 for a Registered Security in global form must, at the time of its designation and at all times while it serves as Depository, be a clearing agency registered under the Securities Exchange Act of 1934 and any other applicable statute or regulation. The Trustee shall have no responsibility to determine if the Depository is so registered. Each Depository shall enter into an agreement with the Trustee governing the respective duties and rights of such Depository and the Trustee with regard to Securities issued in global form.

Each Registered Security shall be dated the date of its authentication and each Bearer Security shall be

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dated as of the date specified as contemplated by Section 3.1.

No Security or coupon appertaining thereto shall be entitled to any benefits under this Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of one of the authorized signatories of the Trustee or an Authenticating Agent and no coupon shall be valid until the Security to which it appertains has been so authenticated. Such signature upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered under this Indenture and is entitled to the benefits of this Indenture. Except as permitted by Section 3.6 or 3.7, the Trustee shall not authenticate and deliver any Bearer Security unless all appurtenant coupons for interest then matured have been detached and cancelled.

Notwithstanding the foregoing, if any Security shall have been authenticated and delivered hereunder but never issued and sold by the Company, and the Company shall deliver such Security to the Trustee for cancellation as provided in Section 3.9 together with a written statement (which need not comply with Section 1.2 and need not be accompanied by an Opinion of Counsel) stating that such Security has never been issued and sold by the Company, for all purposes of this Indenture such Security shall be deemed never to have been authenticated and delivered hereunder and shall not be entitled to the benefits of this Indenture.

Section 3.4. TEMPORARY SECURITIES. Pending the preparation of definitive Securities of any series, the Company may execute and, upon Company Order, the Trustee shall authenticate and deliver temporary Securities of such series which are printed, lithographed, typewritten, mimeographed or otherwise

produced, in any authorized denomination, substantially of the tenor and form, with or without coupons, of the definitive Securities in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Securities may determine, as conclusively evidenced by their execution of such Securities and coupons, if any. In the case of Securities of any series, such temporary Securities may be in global form, representing all or a portion of the Outstanding Securities of such series.

Except in the case of temporary Securities in global form, each of which shall be exchanged in accordance with the provisions thereof, if temporary Securities of any series are issued, the Company will cause definitive Securities of such series to be prepared without unreasonable delay. After preparation of definitive Securities of such series, the temporary Securities of such series shall be exchangeable for definitive Securities of such series upon surrender of the temporary Securities of such series at the office or agency of the Company pursuant to Section 9.2 in a Place of Payment for such series, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Securities of any series (accompanied by any unmatured coupons appertaining thereto), the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Securities of the same series of authorized denominations and of like tenor; PROVIDED, HOWEVER, that no definitive Bearer Security shall be delivered in exchange for a temporary Registered Security; and PROVIDED FURTHER that no definitive Bearer Security shall be delivered in exchange for a temporary Bearer Security unless the Trustee shall have received from the person entitled to receive the definitive Bearer Security a certificate substantially in the form approved in or pursuant to the Board Resolutions relating thereto and such delivery shall occur only outside the United States. Until so exchanged, the temporary Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Securities of such series except as otherwise specified as contemplated by Section 3.1.

Section 3.5. REGISTRATION, TRANSFER AND EXCHANGE. The Company shall cause to be kept at the Corporate Trust Office of the Trustee or in any office or agency to be maintained by the Company in accordance with Section 9.2 in a Place of Payment a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Registered Securities and the registration of transfers of Registered Securities. The Register shall be in written form or any other form capable of being converted into written form within a reasonable time. The Trustee is hereby appointed "Registrar" for the purpose of registering Registered Securities and transfers of Registered Securities as herein provided.

Upon surrender for registration of transfer of any Registered Security of any series at the office or agency maintained pursuant to Section 9.2 in a Place of Payment for that series, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Registered Securities of the same series, of any authorized denominations and of a like aggregate principal amount containing identical terms and provisions.

Bearer Securities or any coupons appertaining thereto shall be transferable by delivery.

At the option of the Holder, Registered Securities of any series (except a Registered Security in global form) may be exchanged for other Registered Securities of the same series, of any authorized denominations and of a like aggregate principal amount containing identical terms and provisions, upon surrender of the Registered Securities to be exchanged at such office or agency. Whenever any Registered Securities are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Registered Securities which the Holder making the exchange is entitled to receive. Unless otherwise specified as contemplated by Section 3.1, Bearer Securities may not be issued in exchange for Registered Securities.

Unless otherwise specified as contemplated by Section 3.1, at the option of the Holder, Bearer Securities of such series may be exchanged for Registered Securities (if the Securities of such series are issuable in registered form) or Bearer Securities (if Bearer Securities of such series are issuable in more than one denomination and such exchanges are permitted by such series) of the same series, of any authorized denominations and of like tenor and aggregate principal amount, upon surrender of the Bearer Securities to be exchanged at any such office or agency, with all unmatured coupons and all matured coupons in default thereto appertaining. If the Holder of a Bearer Security is unable to produce any such unmatured coupon or coupons or matured coupon or coupons in default, such exchange may be effected if the Bearer Securities are accompanied by payment in funds acceptable to the Company and the Trustee in an amount equal to the face amount of such missing coupon or coupons, or the surrender of such missing coupon or coupons may be waived by the Company and the Trustee if there be furnished to them such security or

indemnity as they may require to save each of them and any Paying Agent harmless. If thereafter the Holder of such Security shall surrender to any Paying Agent any such missing coupon in respect of which such a payment shall

have been made, such Holder shall be entitled to receive the amount of such payment; PROVIDED, HOWEVER, that, except as otherwise provided in Section 9.2, interest represented by coupons shall be payable only upon presentation and surrender of those coupons at an office or agency located outside the United States. Notwithstanding the foregoing, in case any Bearer Security of any series is surrendered at any such office or agency in exchange for a Registered Security of the same series after the close of business at such office or agency on (i) any Regular Record Date and before the opening of business at such office or agency on the relevant Interest Payment Date, or (ii) any Special Record Date and before the opening of business at such office or agency on the related date for payment of Defaulted Interest, such Bearer Security shall be surrendered without the coupon relating to such Interest Payment Date or proposed date of payment, as the case may be (or, if such coupon is so surrendered with such Bearer Security, such coupon shall be returned to the person so surrendering the Bearer Security), and interest or Defaulted Interest, as the case may be, will not be payable on such Interest Payment Date or proposed date for payment, as the case may be, in respect of the Registered Security issued in exchange for such Bearer Security, but will be payable only to the Holder of such coupon, when due in accordance with the provisions of this Indenture.

Each Security issued in global form authenticated under this Indenture shall be registered in the name of the Depository designated for such series or a nominee thereof and delivered to such Depository or a nominee thereof or custodian therefor, and each such Security issued in global form shall constitute a single Security for all purposes of this Indenture.

Notwithstanding any other provision of this Section, unless and until it is exchanged in whole or in part for Securities in certificated form in the circumstances described below, a Security in global form representing all or a portion of the Securities of a series may not be transferred except as a whole by the Depository for such series to a nominee of such Depository or by a nominee of such Depository to such Depository or another nominee of such Depository or by such Depository or any such

nominee to a successor Depository for such series or a nominee of such successor Depository.

If at any time the Depository for the Securities of a series notifies the Company that it is unwilling or unable to continue as Depository for the Securities of such series or if at any time the Depository for the Securities of such series shall no longer be eligible under Section 3.3, the Company shall appoint a successor Depository with respect to the Securities of such series. If a successor Depository for the Securities of such series is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such ineligibility, the Company's election pursuant to Section 3.1(b) (23) shall no longer be effective with respect to the Securities of such series and the Company shall execute, and the Trustee, upon

receipt of a Company Order for the authentication and delivery of certificated Securities of such series of like tenor, shall authenticate and deliver, Securities of such series of like tenor in certificated form, in authorized denominations and in an aggregate principal amount equal to the principal amount of the Security or Securities of such series of like tenor in global form in exchange for such Security or Securities in global form.

The Company may at any time in its sole discretion determine that Securities issued in global form shall no longer be represented by such a Security or Securities in global form. In such event the Company shall execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of certificated Securities of such series of like tenor, shall authenticate and deliver, Securities of such series of like tenor in certificated form, in authorized denominations and in an aggregate principal amount equal to the principal amount of the Security or Securities of such series of like tenor in global form in exchange for such Security or Securities in global form.

If specified by the Company pursuant to Section 3.1 with respect to a series of Securities, the Depository for such series may surrender a Security in global form of such series in exchange in whole or in part for Securities of such series in certificated form on such terms as are acceptable to the Company and such Depository. Thereupon, the Company shall execute, and the Trustee shall authenticate and deliver, without service charge,

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(i) to each Person specified by such Depository a new certificated Security or Securities of the same series of like tenor, of any authorized denomination as requested by such Person in aggregate principal amount equal to and in exchange for such Person's beneficial interest in the Security in global form; and

(ii) to such Depository a new Security in global form of like tenor in a denomination equal to the difference, if any, between the principal amount of the surrendered Security in global form and the aggregate principal amount of certificated Securities delivered to Holders thereof.

Upon the exchange of a Security in global form for Securities in certificated form, such Security in global form shall be cancelled by the Trustee. Unless expressly provided with respect to the Securities of any series that such Security may be exchanged for Bearer Securities, Securities in certificated form issued in exchange for a Security in global form pursuant to this Section shall be registered in such names and in such authorized denominations as the Depository for such Security in global form, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee shall deliver such Securities to the Persons in whose names such Securities are so registered.

Whenever any Securities are surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Securities which the Holder making the exchange is entitled to receive.

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

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

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No service charge shall be made for any registration of transfer or for any exchange of Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration or transfer or exchange of Securities, other than exchanges pursuant to Section 3.4 or 10.7 not involving any transfer.

If the Securities of any series (or of any series and specified tenor) are to be redeemed in part, the Company shall not be required (i) to issue, register the transfer of, or exchange any Securities for a period beginning at the opening of business 15 days before any selection for redemption of Securities of like tenor and of the series of which such Security is a part and ending at the close of business on the earliest date on which the relevant notice of redemption is deemed to have been given to all Holders of Securities of like tenor and of such series to be redeemed; (ii) to register the transfer of or exchange any Registered Security so selected for redemption, in whole or in part, except the unredeemed portion of any Security being redeemed in part; or (iii) to exchange any Bearer Security so selected for redemption, except that such a Bearer Security may be exchanged for a Registered Security of that series and like tenor; PROVIDED that such Registered Security shall be simultaneously surrendered for redemption.

The foregoing provisions relating to registration, transfer and exchange may be modified, supplemented or superseded with respect to any series of Securities by a Board Resolution or in one or more indentures supplemental hereto.

Section 3.6. REPLACEMENT SECURITIES. If a mutilated Security or a Security with a mutilated coupon appertaining to it is surrendered to the

Trustee, together with, in proper cases, such security or indemnity as may be required by the Company or the Trustee to save each of them harmless, the Company shall execute and the Trustee shall authenticate and deliver a replacement Registered Security, if such surrendered Security was a Registered Security, or a replacement Bearer Security with coupons corresponding to the coupons appertaining to the surrendered Security, if such surrendered Security was a Bearer Security, of the same series and date of maturity, if the Trustee's requirements are met.

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If there shall be delivered to the Company and the Trustee (i) evidence to their satisfaction of the destruction, loss or theft of any Security or Security with a destroyed, lost or stolen coupon and (ii) such security or indemnity as may be required by them to save each of them and any agent of either of them harmless, then, in the absence of notice to the Company or the Trustee that such Security or coupon has been acquired by a bona fide purchaser, the Company shall execute and the Trustee shall authenticate and deliver in lieu of any such destroyed, lost or stolen Security or in exchange for the Security to which a destroyed, lost or stolen coupon appertains (with all appurtenant coupons not destroyed, lost or stolen), a replacement Registered Security, if such Holder's claim appertains to a Registered Security, or a replacement Bearer Security with coupons corresponding to the coupons appertaining to the destroyed, lost or stolen Bearer Security or the Bearer Security to which such lost, destroyed or stolen coupon appertains, if such Holder's claim appertains to a Bearer Security, of the same series and principal amount, containing identical terms and provisions and bearing a number not contemporaneously outstanding with coupons corresponding to the coupons, if any, appertaining to the destroyed, lost or stolen Security.

In case any such mutilated, destroyed, lost or stolen Security or coupon has become or is about to become due and payable, the Company in its discretion may, instead of issuing a new Security or coupon, pay such Security or coupon; PROVIDED, HOWEVER, that payment of principal of and any premium or interest on Bearer Securities shall, except as otherwise provided in Section 9.2, be payable only at an office or agency located outside the United States and, unless otherwise specified as contemplated by Section 3.1, any interest on Bearer Securities shall be payable only upon presentation and surrender of the coupons appertaining thereto.

Upon the issuance of any new Security 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 the fees and expenses of the Trustee, its agents and counsel) connected therewith.

Every new Security of any series with its coupons, if any, issued pursuant to this Section in lieu of any destroyed, lost or stolen Security, or

Security to which a destroyed, lost or stolen coupon appertains, shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Security and its coupon, if any, or the destroyed, lost or stolen coupon, shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Securities of that securities and their coupons, if any, 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 Securities or coupons.

Section 3.7. PAYMENT OF INTEREST; INTEREST RIGHTS PRESERVED.

(a) Unless otherwise provided as contemplated by Section 3.1 with respect to any series of securities, interest, if any, on any Registered Security which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest at the office or agency maintained for such purpose pursuant to 9.2; PROVIDED, HOWEVER, that at the option of the Company, interest on any series of Registered Securities that bear interest may be paid (i) by check mailed to the address of the Person entitled thereto as it shall appear on the Register of Holders of Securities of such series or (ii) at the expense of the Company, by wire transfer to an account maintained by the Person entitled thereto as specified in the Register of Holders of Securities of such series.

Unless otherwise provided as contemplated by Section 3.1 with respect to any series of securities, (i) interest, if any, on Bearer Securities shall be paid only against presentation and surrender of the coupons for such interest installments as are evidenced thereby as they mature and (ii) original issue discount, if any, on Bearer Securities shall be paid only against presentation and surrender of such Securities; in either case at the office of a Paying Agent located outside the United States, unless the Company shall have otherwise instructed the Trustee in writing provided that any such instruction for payment in the United States does not cause any Bearer Security to be treated as a "registration-required obligation" under United States laws and regulations. The interest, if any, on any

temporary Bearer Security shall be paid, as to any installment of interest

evidenced by a coupon attached thereto only upon presentation and surrender of such coupon and, as to other installments of interest, only upon presentation of such Security for notation thereon of the payment of such interest. If at the time a payment of principal of or interest, if any, on a Bearer Security or coupon shall become due, the payment of the full amount so payable at the office or offices of all the Paying Agents outside the United States is illegal or effectively precluded because of the imposition of exchange controls or other similar restrictions on the payment of such amount in Dollars, then the Company may instruct the Trustee in writing to make such payments at a Paying Agent located in the United States, provided that provision for such payment in the United States would not cause such Bearer Security to be treated as a "registration-required obligation" under United States laws and regulations.

(b) Unless otherwise provided as contemplated by Section 3.1 with respect to any series of securities, any interest on Registered Securities of any series which is payable, but is not punctually paid or duly provided for, on any interest payment date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holders on the relevant Regular Record Date by virtue of their having been such Holders, and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in clause (1) or (2) below:

(1) The Company may elect to make payment of such Defaulted Interest to the Persons in whose names such Registered Securities (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause (1) provided. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after

the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of such Registered Securities at his address as it appears in the Register, not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been so mailed, such Defaulted

Interest shall be paid to the Persons in whose names such Registered Securities (or their respective Predecessor Securities) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following clause (2).

(2) The Company may make payment of such Defaulted Interest to the Persons in whose names such Registered Securities (or their respective Predecessor Securities) are registered at the close of business on a specified date in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Registered Securities 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 (2), such manner of payment shall be deemed practicable by the Trustee.

(c) Subject to the foregoing provisions of this Section and Section 3.5, each Security delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Security shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Security.

Section 3.8. PERSONS DEEMED OWNERS. Prior to due presentment of any Registered Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name such Registered Security is registered as the owner of such Registered Security for the purpose of receiving payment of principal of, premium, if any, and (subject to Section 3.7) interest on such Registered Security and for all other purposes whatsoever, whether or not such Registered Security be overdue, and neither the Company, the Trustee nor any

agent of the Company or the Trustee shall be affected by notice to the contrary.

The Company, the Trustee and any agent of the Company or the Trustee may treat the bearer of any Bearer Security and the bearer of any coupon as the absolute owner of such Bearer Security or coupon for the purpose of receiving payment thereof or on account thereof and for all other purposes whatsoever, whether or not such Bearer Security or coupon be overdue, and neither the Company, the Trustee nor any agent of the Company or the Trustee shall be affected by notice to the contrary.

None of the Company, the Trustee or any agent of the Company or the Trustee shall have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Security in global form, or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Notwithstanding the foregoing, with respect to any Security in global form, nothing herein shall prevent the Company or the Trustee, or any agent of the

Company or the Trustee, from giving effect to any written certification, proxy or other authorization furnished by any Depository (or its nominee), as a Holder, with respect to such Security in global form or impair, as between such Depository and owners of beneficial interests in such Security in global form, the operation of customary practices governing the exercise of the rights of such Depository (or its nominee) as Holder of such Security in global form.

Section 3.9. CANCELLATION. The Company at any time may deliver Securities and coupons to the Trustee for cancellation. The Registrar and any Paying Agent shall forward to the Trustee any Securities and coupons surrendered to them for replacement, for registration of transfer, or for exchange or payment. The Trustee shall cancel all Securities and coupons surrendered for replacement, for registration of transfer, or for exchange, payment, redemption or cancellation and may, but shall not be required to, dispose of cancelled Securities and coupons and issue a certificate of destruction to the Company. The Company may not issue new Securities to replace Securities that it has paid or delivered to the Trustee for cancellation.

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Section 3.10. COMPUTATION OF INTEREST. Except as otherwise specified as contemplated by Section 3.1, interest on the Securities of each series shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.11. CUSIP NUMBERS. The Company in issuing the Securities may use "CUSIP" numbers (if then generally in use), and, in such case, the Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders; PROVIDED that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Securities, and any such redemption shall not be affected by any defect in or omission of such numbers.

Section 3.12. CURRENCY AND MANNER OF PAYMENT IN RESPECT OF SECURITIES. (a) Unless otherwise specified with respect to any Securities pursuant to Section 3.1, with respect to Registered Securities of any series not permitting the election provided for in paragraph (b) below or the Holders of which have not made the election provided for in paragraph (b) below, and with respect to Bearer Securities of any series, except as provided in paragraph (d) below, payment of the principal of, premium, if any, and interest, if any, on any Registered or Bearer Security of such series will be made in the currency or currencies or currency unit or units in which such Registered Security or Bearer Security, as the case may be, is payable. The provisions of this Section 3.12 may be modified or superseded pursuant to Section 3.1 with respect to any Securities.

(b) It may be provided pursuant to Section 3.1, with respect to Registered Securities of any series, that Holders shall have the option, subject to paragraphs (d) and (e) below, to receive payments of principal of, premium, if any, or interest, if any, on such Registered Securities in any of the currencies or currency units which may be designated for such election by delivering to the Trustee (or the applicable Paying Agent) a written election with signature guarantees and in the applicable form established pursuant to Section 3.1, not later than the close of business on the Election Date immediately preceding the applicable payment date. If a Holder so elects to receive such payments in any such currency or currency unit, such election will remain in effect for such Holder or any trans-

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feree of such Holder until changed by such Holder or such transferee by written notice to the Trustee (or any applicable Paying Agent) for such series of Registered Securities (but any such change must be made not later than the close of business on the Election Date immediately preceding the next payment date to be effective for the payment to be made on such payment date, and no such change of election may be made with respect to payments to be made on any Registered Security of such series with respect to which an Event of Default has occurred or with respect to which the Company has deposited funds pursuant to Article 4 or with respect to which a notice of redemption has been given by or on behalf of the Company). Any Holder of any such Registered Security who shall not have delivered any such election to the Trustee (or any applicable Paying Agent) not later than the close of business on the applicable Election Date will be paid the amount due on the applicable payment date in the relevant currency or currency unit as provided in Section 3.12(a). The Trustee (or the applicable Paying Agent) shall notify the Exchange Rate Agent as soon as practicable after the Election Date of the aggregate principal amount of Registered Securities for which Holders have made such written election.

(c) If the election referred to in paragraph (b) above has been provided for with respect to any Registered Securities of a series pursuant to Section 3.1, then, unless otherwise specified pursuant to Section 3.1 with respect to any such Registered Securities, not later than the fourth Business Day after the Election Date for each payment date for such Registered Securities, the Exchange Rate Agent will deliver to the Company a written notice specifying, in the currency or currencies or currency unit or units in which Registered Securities of such series are payable, the respective aggregate amounts of principal of, premium, if any, and interest, if any, on such Registered Securities to be paid on such payment date, and specifying the amounts in such currency or currencies or currency unit or units so payable in respect of such Registered Securities as to which the Holders of Registered Securities denominated in any currency or currencies or currency unit or units shall have elected to be paid in another currency or currency unit as provided in paragraph (b) above. If the election referred to in paragraph (b) above has been provided for with respect to any Registered Securities of a series

pursuant to Section 3.1, and if at least one Holder has made such election, then, unless otherwise specified pursuant to Section 3.1, on the second Business Day preceding such payment date the

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Company will deliver to the Trustee (or the applicable Paying Agent) an Exchange Rate Officers' Certificate in respect of the Dollar, Foreign Currency or Currencies, ECU or other currency unit payments to be made on such payment date. Unless otherwise specified pursuant to Section 3.1, the Dollar, Foreign Currency or Currencies, ECU or other currency unit amount receivable by Holders of Registered Securities who have elected payment in a currency or currency unit as provided in paragraph (b) above shall be determined by the Company on the basis of the applicable Market Exchange Rate in effect on the second Business Day (the "Valuation Date") immediately preceding each payment date, and such determination shall be conclusive and binding for all purposes, absent manifest error.

(d) If a Conversion Event occurs with respect to a Foreign Currency, ECU or any other currency unit in which any of the Securities are denominated or payable otherwise than pursuant to an election provided for pursuant to paragraph (b) above, then, with respect to each date for the payment of principal of, premium, if any, and interest, if any, on the applicable Securities denominated or payable in such Foreign Currency, ECU or such other currency unit occurring after the last date on which such Foreign Currency, ECU or such other currency unit was used (the "Conversion Date"), the Dollar shall be the currency of payment for use on each such payment date (but such Foreign Currency, ECU or such other currency unit that was previously the currency of payment shall, at the Company's election, resume being the currency of payment on the first such payment date preceded by 15 Business Days during which the circumstances which gave rise to the Dollar becoming such currency no longer prevail). Unless otherwise specified pursuant to Section 3.1, the Dollar amount to be paid by the Company to the Trustee or any applicable Paying Agent and by the Trustee or any applicable Paying Agent to the Holders of such Securities with respect to such payment date shall be, in the case of a Foreign Currency other than a currency unit, the Dollar Equivalent of the Foreign Currency or, in the case of a Foreign Currency that is a currency unit, the Dollar Equivalent of the Currency Unit, in each case as determined by the Exchange Rate Agent in the manner provided in paragraph (f) or (g) below.

(e) Unless otherwise specified pursuant to Section 3.1, if the Holder of a Registered Security denominated in any currency or currency unit shall have elected to be paid in another currency or currency unit or in other

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currencies as provided in paragraph (b) above, and (i) a Conversion Event occurs with respect to any such elected currency or currency unit, such Holder shall receive payment in the currency or currency unit in which payment would have been made in the absence of such election and (ii) if a Conversion Event occurs with respect to the currency or currency unit in which payment would have been made in the absence of such election, such Holder shall receive payment in Dollars as provided in paragraph (d) of this Section 3.12 (but, subject to any contravening valid election pursuant to paragraph

(b) above, the elected payment currency or currency unit, in the case of the circumstances described in clause (i) above, or the payment currency or currency unit in the absence of such election, in the case of the circumstances described in clause (ii) above, shall, at the Company's election, resume being the currency or currency unit of payment with respect to Holders who have so elected, but only with respect to payments on payment dates preceded by 15 Business Days during which the circumstances which gave rise to such currency or currency unit, in the case of the circumstances described in clause (i) above, or the Dollar, in the case of the circumstances described in clause (ii) above, as applicable, becoming the currency or currency unit of payment, no longer prevail).

(f) The "Dollar Equivalent of the Foreign Currency" shall be determined by the Exchange Rate Agent and shall be obtained for each subsequent payment date by the Exchange Rate Agent by converting the specified Foreign Currency into Dollars at the Market Exchange Rate on the Conversion Date.

(g) The "Dollar Equivalent of the Currency Unit" shall be determined by the Exchange Rate Agent and, subject to the provisions of paragraph (h) below, shall be the sum of each amount obtained by converting the Specified Amount of each Component Currency (as each such term is defined in paragraph (h) below) into Dollars at the Market Exchange Rate for such Component Currency on the Valuation Date with respect to each payment.

(h) For purposes of this Section 3.12 the following terms shall have the following meanings:

A "Component Currency" shall mean any currency which, on the Conversion Date, was a component currency of the relevant currency unit, including, but not limited to, ECU.

"Election Date" shall mean the Regular Record Date for the applicable series of Registered Securities as specified pursuant to Section 3.1 by which the written election referred to in Section 3.12(b) may be made.

A "Specified Amount" of a Component Currency shall mean the number of units of such Component Currency or fractions thereof which such Component

Currency represented in the relevant currency unit, including, but not limited to, ECU, on the Conversion Date. If after the Conversion Date the official unit of any Component Currency is altered by way of combination or subdivision, the Specified Amount of such Component Currency shall be divided or multiplied in the same proportion. If after the Conversion Date two or more Component Currencies are consolidated into a single currency, the respective Specified Amounts of such Component Currencies shall be replaced by an amount in such single currency equal to the sum of the respective Specified Amounts of such consolidated Component Currencies expressed in such single currency, and such amount shall thereafter be a Specified Amount and such single currency shall thereafter be a Component Currency. If after the Conversion Date any Component Currency shall be divided into two or more currencies, the Specified Amount of such Component Currency shall be replaced by specified amounts of such two or more currencies, the sum of which, at the Market Exchange Rate of such two or more currencies on the date of such replacement, shall be equal to the Specified Amount of such former Component Currency and such amounts shall thereafter be Specified Amounts and such currencies shall thereafter be Component Currencies. If, after the Conversion Date of the relevant currency unit, including, but not limited to, ECU, a Conversion Event (other than any event referred to above in this definition of "Specified Amount") occurs with respect to any Component Currency of such currency unit and is continuing on the applicable Valuation Date, the Specified Amount of such Component Currency shall, for purposes of calculating the Dollar Equivalent of the Currency Unit, be converted into Dollars at the Market Exchange Rate in effect on the Conversion Date of such Component Currency.

All decisions and determinations of the Exchange Rate Agent regarding the Dollar Equivalent of the Foreign Currency, the Dollar Equivalent of the Currency Unit, the Market Exchange Rate and changes in the Specified Amounts as specified above shall be in its sole discretion and shall, in the absence of manifest error, be conclusive for all

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purposes and irrevocably binding upon the Company, the Trustee (and any applicable Paying Agent) and all Holders of Securities denominated or payable in the relevant currency, currencies or currency units. The Exchange Rate Agent shall promptly give written notice to the Company and the Trustee of any such decision or determination.

In the event that the Company determines in good faith that a Conversion Event has occurred with respect to a Foreign Currency, the Company will promptly give written notice thereof to the Trustee (or any applicable Paying Agent) and to the Exchange Rate Agent (and the Trustee (or such Paying Agent) will promptly thereafter give notice in the manner provided in Section 1.6 to the affected Holders) specifying the Conversion Date. In the event the Company so determines that a Conversion Event has occurred with respect to ECU or any other currency unit in which Securities are denominated or payable, the Company will promptly give written notice thereof to the Trustee (or any

applicable Paying Agent) and to the Exchange Rate Agent (and the Trustee (or such Paying Agent)) will promptly thereafter give notice in the manner provided in Section 1.6 to the affected Holders) specifying the Conversion Date and the Specified Amount of each Component Currency on the Conversion Date. In the event the Company determines in good faith that any subsequent change in any Component Currency as set forth in the definition of Specified Amount above has occurred, the Company will similarly give written notice to the Trustee (or any applicable Paying Agent) and to the Exchange Rate Agent.

The Trustee of the appropriate series of Securities shall be fully justified and protected in relying and acting upon information received by it from the Company and the Exchange Rate Agent and shall not otherwise have any duty or obligation to determine the accuracy or validity of such information independent of the Company or the Exchange Rate Agent.

Section 3.13. APPOINTMENT AND RESIGNATION OF EXCHANGE RATE AGENT. (a) Unless otherwise specified pursuant to Section 3.1, if and so long as the Securities of any series (i) are denominated in a currency other than Dollars or (ii) may be payable in a currency other than Dollars, or so long as it is required under any other provision of this Indenture, then the Company will maintain with respect to each such series of Securities, or as so required, at least one Exchange Rate Agent. The Company

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will cause the Exchange Rate Agent to make the necessary foreign exchange determinations at the time and in the manner specified pursuant to Section 3.12 for the purpose of determining the applicable rate of exchange and, if applicable, for the purpose of converting the issued currency or currencies or currency unit or units into the applicable payment currency or currency unit for the payment of principal, premium, if any, and interest, if any, pursuant to Section 3.12.

(b) No resignation of the Exchange Rate Agent and no appointment of a successor Exchange Rate Agent pursuant to this Section shall become effective until the acceptance of appointment by the successor Exchange Rate Agent as evidenced by a written instrument delivered to the Company and the Trustee of the appropriate series of Securities accepting such appointment executed by the successor Exchange Rate Agent.

(c) If the Exchange Rate Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of the Exchange Rate Agency for any cause, with respect to the Securities of one or more series, the Company, by or pursuant to a Board Resolution, shall promptly appoint a successor Exchange Rate Agent or Exchange Rate Agents with respect to the Securities of that or those series (it being understood that any such successor Exchange Rate Agent may be appointed with respect to the Securities of one or more or all of such series and that, unless otherwise specified pursuant to Section 3.1, at any time there shall only be one Exchange Rate Agent with respect to the Securities of any particular series that are

originally issued by the Company on the same date and that are initially denominated and/or payable in the same currency or currencies or currency unit or units).

Section 3.14. AGREED TAX TREATMENT. Each Security issued hereunder shall provide that the Company and the Holder of such Security agree (i) that for United States federal, state and local tax purposes it is intended that such Security constitute indebtedness and (ii) to file all United States federal, state and local tax returns and reports on such basis (unless the Company or such Holder, as the case may be, shall have received an opinion of independent nationally recognized tax counsel to the effect that as a result of a change in law after the date of the issuance of such Security the Company or such Holder, as the case may be, is prohibited from filing on such basis).

ARTICLE 4

SATISFACTION, DISCHARGE AND DEFEASANCE

Section 4.1. TERMINATION OF COMPANY'S OBLIGATIONS UNDER THE INDENTURE. (a) This Indenture shall upon a Company Request cease to be of further effect with respect to Securities of or within any series and any coupons appertaining thereto (except as to any surviving rights of registration of transfer or exchange of such Securities and replacement of such Securities which may have been lost, stolen or mutilated as herein expressly provided for) and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture with respect to such Securities and any coupons appertaining thereto when

(1) either

(A) all such Securities previously authenticated and delivered and all coupons appertaining thereto (other than (i) such coupons appertaining to Bearer Securities surrendered in exchange for Registered Securities and maturing after such exchange, surrender of which is not required or has been waived as provided in Section 3.5, (ii) such Securities and coupons which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 3.6, (iii) such coupons appertaining to Bearer Securities called for redemption and maturing after the relevant Redemption Date, surrender of which has been waived as provided in Section 10.6 and (IV) such Securities and coupons for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from

such trust, as provided in Section 9.3) have been delivered to the Trustee for cancellation; or

(B) all Securities of such series and, in the case of (i) or (ii) below, any coupons appertaining thereto not theretofore delivered to the Trustee for cancellation

(i) have become due and payable, or

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(ii) will become due and payable at their Stated Maturity within one year, or

(iii) if redeemable at the option of the Company, are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company,

and the Company, in the case of (i), (ii) or (iii) above, has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust for the purpose an amount in the currency or currencies or currency unit or units in which the Securities of such series are payable, sufficient to pay and discharge the entire indebtedness on such Securities and such coupons not theretofore delivered to the Trustee for cancellation, for principal, premium, if any, and interest, with respect thereto, to the date of such deposit (in the case of Securities which have become due and payable) or to the Stated Maturity or Redemption Date, as the case may be;

(2) the Company has paid or caused to be paid all other sums payable hereunder by the Company; and

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

Notwithstanding the satisfaction and discharge of this Indenture, the obligation of the Company to the Trustee and any predecessor Trustee under Section 6.9, the obligations of the Company to any Authenticating Agent under Section 6.14 and, if money shall have been deposited with the Trustee pursuant to subclause (B) of clause (1) of this Section, the obligations of the Trustee under Section 4.2 and the last paragraph of Section 9.3 shall survive.

Section 4.2. APPLICATION OF TRUST FUNDS. Subject to the provisions of the last paragraph of Section 9.3, all money deposited with the Trustee pursuant to Section 4.1 shall be held in trust and applied by it, in

accordance with the provisions of the Securities, the coupons and this Indenture, to the payment, either directly or through any

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Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal, premium, if any and any interest for whose payment such money has been deposited with or received by the Trustee, but such money need not be segregated from other funds except to the extent required by law.

Section 4.3. APPLICABILITY OF DEFEASANCE PROVISIONS; COMPANY'S OPTION TO EFFECT DEFEASANCE OR COVENANT DEFEASANCE. If pursuant to Section 3.1 provision is made for either or both of (i) defeasance of the Securities of or within a series under Section 4.4 or (ii) covenant defeasance of the Securities of or within a series under Section 4.5, then the provisions of such Section or Sections, as the case may be, together with the provisions of Sections 4.6 through 4.9 inclusive, with such modifications thereto as may be specified pursuant to Section 3.1 with respect to any Securities, shall be applicable to such Securities and any coupons appertaining thereto, and the Company may at its option by or pursuant to Board Resolution, at any time, with respect to such Securities and any coupons appertaining thereto, elect to have Section 4.4 (if applicable) or Section 4.5 (if applicable) be applied to such Outstanding Securities and any coupons appertaining thereto upon compliance with the conditions set forth below in this Article.

Section 4.4. DEFEASANCE AND DISCHARGE. Upon the Company's exercise of the option specified in Section 4.3 applicable to this Section with respect to the Securities of or within a series, the Company shall be deemed to have been discharged from its obligations with respect to such Securities and any coupons appertaining thereto on and after the date the conditions set forth in Section 4.6 are satisfied (hereinafter "defeasance"). For this purpose, such defeasance means that the Company shall be deemed to have paid and discharged the entire indebtedness represented by such Securities and any coupons appertaining thereto which shall thereafter be deemed to be "Outstanding" only for the purposes of Section 4.7 and the other Sections of this Indenture referred to in clause (ii) of this Section, and to have satisfied all its other obligations under such Securities and any coupons appertaining thereto and this Indenture insofar as such Securities and any coupons appertaining thereto are concerned (and the Trustee, at the expense of the Company, shall on a Company Order execute proper instruments acknowledging the same), except the

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following which shall survive until otherwise terminated or discharged hereunder: (i) the rights of Holders of such Securities and any coupons

appertaining thereto to receive, solely from the trust funds described in Section 4.6(a) and as more fully set forth in such Section, payments in respect of the principal of, premium, if any, and interest, if any, on such Securities or any coupons appertaining thereto when such payments are due; (ii) the Company's obligations with respect to such Securities under Sections 3.5, 3.6, 9.2 and 9.3 and with respect to the payment of additional amounts, if any, payable with respect to such Securities as specified pursuant to Section 3.1(b)(16); (iii) the rights, powers, trusts, duties and immunities of the Trustee hereunder and (IV) this Article 4. Subject to compliance with this Article 4, the Company may exercise its option under this Section notwithstanding the prior exercise of its option under Section 4.5 with respect to such Securities and any coupons appertaining thereto. Following a defeasance, payment of such Securities may not be accelerated because of an Event of Default.

Section 4.5. COVENANT DEFEASANCE. Upon the Company's exercise of the option specified in Section 4.3 applicable to this Section with respect to any Securities of or within a series, the Company shall be released from its obligations under Sections 7.1, 9.4 and 9.7 and, if specified pursuant to Section 3.1, its obligations under any other covenant, with respect to such Securities and any coupons appertaining thereto on and after the date the conditions set forth in Section 4.6 are satisfied (hereinafter, "covenant defeasance"), and such Securities and any coupons appertaining thereto shall thereafter be deemed to be not "Outstanding" for the purposes of any direction, waiver, consent or declaration or Act of Holders (and the consequences of any thereof) in connection with Sections 7.1, 9.4 and 9.7 or such other covenant, but shall continue to be deemed "Outstanding" for all other purposes hereunder. For this purpose, such covenant defeasance means that, with respect to such Securities and any coupons appertaining thereto, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such Section or such other covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such Section or such other covenant or by reason of reference in any such Section or such other covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Sec-

tion 5.1(3) or 5.1(7) or otherwise, as the case may be, but, except as specified above, the remainder of this Indenture and such Securities and any coupons appertaining thereto shall be unaffected thereby.

Section 4.6. CONDITIONS TO DEFEASANCE OR COVENANT DEFEASANCE. The following shall be the conditions to application of Section 4.4 or Section 4.5 to any Securities of or within a series and any coupons appertaining thereto:

(a) The Company shall have deposited or caused to be deposited irrevocably with the Trustee (or another trustee satisfying the

requirements of Section 6.12 who shall agree to comply with, and shall be entitled to the benefits of, the provisions of Sections 4.3 through 4.9 inclusive and the last paragraph of Section 9.3 applicable to the Trustee, for purposes of such Sections also a "Trustee") as trust funds in trust for the purpose of making the payments referred to in clauses (x) and (y) of this Section 4.6(a), specifically pledged as security for, and dedicated solely to, the benefit of the Holders of such Securities and any coupons appertaining thereto, with instructions to the Trustee as to the application thereof, (A) money in an amount (in such currency, currencies or currency unit or units in which such Securities and any coupons appertaining thereto are then specified as payable at Maturity), or (B) if Securities of such series are not subject to repayment at the option of Holders, Government Obligations which through the payment of interest and principal in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment referred to in clause (x) or (y) of this Section 4.6(a), money in an amount or (C) a combination thereof in an amount, sufficient, in the opinion of a nationally recognized firm of independent certified public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge, and which shall be applied by the Trustee to pay and discharge, (X) the principal of, premium, if any, and interest, if any, on such Securities and any coupons appertaining thereto on the Maturity of such principal or installment of principal or interest and (Y) any mandatory sinking fund payments applicable to such Securities on the day on which such payments are due and payable in accordance with the terms of this Indenture and such Securities and any coupons apper-

taining thereto. Before such a deposit the Company may make arrangements satisfactory to the Trustee for the redemption of Securities at a future date or dates in accordance with Article 10 which shall be given effect in applying the foregoing.

(b) Such defeasance or covenant defeasance shall not result in a breach or violation of, or constitute a Default or Event of Default under, this Indenture or result in a breach or violation of, or constitute a default under, any other material agreement or instrument to which the Company is a party or by which it is bound.

(c) In the case of an election under Section 4.4, the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel to the effect that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or (ii) since the date of execution of this Indenture, there has been a change in the applicable Federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm

that, the Holders of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for Federal income tax purposes as a result of such defeasance and will be subject to Federal income tax on the same amount and in the same manner and at the same times, as would have been the case if such deposit, defeasance and discharge had not occurred.

(d) In the case of an election under Section 4.5, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the Holders of such Securities and any coupons appertaining thereto will not recognize income, gain or loss for Federal income tax purposes as a result of such covenant defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred.

(e) The Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance under Section 4.4 or the covenant defeasance under Section 4.5 (as the case may be) have been complied with.

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(f) The Company shall have delivered to the Trustee an Officer's Certificate to the effect that neither such Securities nor any other Securities of the same series, if then listed on any securities exchange, will be delisted as a result of such deposit.

(g) No event which is, or after notice or lapse of time or both would become, an Event of Default with respect to such Securities or any other Securities shall have occurred and be continuing at the time of such deposit or, with regard to any such event specified in Sections 5.1(5) and (6), at any time on or prior to the 90th day after the date of such deposit (it being understood that this condition shall not be deemed satisfied until after such 90th day).

(h) Such Defeasance or Covenant Defeasance shall not result in the trust arising from such deposit constituting an investment company within the meaning of the Investment Company Act of 1940 unless such trust shall be registered under such Act or exempt from registration thereunder.

(i) Such defeasance or covenant defeasance shall be effected in compliance with any additional or substitute terms, conditions or limitations which may be imposed on the Company in connection therewith as contemplated by Section 3.1.

(j) No event or condition shall exist that, pursuant to the provisions of Article 12, would prevent the Company from making payments of the principal of or interest on the Securities of such series and

coupons appertaining thereto on the date of such deposit.

Section 4.7. DEPOSITED MONEY AND GOVERNMENT OBLIGATIONS TO BE HELD IN TRUST. Subject to the provisions of the last paragraph of Section 9.3, all money and Government Obligations (or other property as may be provided pursuant to Section 3.1) (including the proceeds thereof) deposited with the Trustee pursuant to Section 4.6 in respect of any Securities of any series and any coupons appertaining thereto shall be held in trust and applied by the Trustee, in accordance with the provisions of such Securities and any coupons appertaining thereto and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Holders of such

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Securities and any coupons appertaining thereto of all sums due and to become due thereon in respect of principal, premium, if any, and interest, if any, but such money need not be segregated from other funds except to the extent required by law.

Unless otherwise specified with respect to any Security pursuant to Section 3.1, if, after a deposit referred to in Section 4.6(a) has been made, (i) the Holder of a Security in respect of which such deposit was made is entitled to, and does, elect pursuant to Section 3.12(b) or the terms of such Security to receive payment in a currency or currency unit other than that in which the deposit pursuant to Section 4.6(a) has been made in respect of such Security, or (ii) a Conversion Event occurs as contemplated in Section 3.12(d) or 3.12(e) or by the terms of any Security in respect of which the deposit pursuant to Section 4.6(a) has been made, the indebtedness represented by such Security and any coupons appertaining thereto shall be deemed to have been, and will be, fully discharged and satisfied through the payment of the principal of, premium, if any, and interest, if any, on such Security as the same becomes due out of the proceeds yielded by converting (from time to time as specified below in the case of any such election) the amount or other property deposited in respect of such Security into the currency or currency unit in which such Security becomes payable as a result of such election or Conversion Event based on the applicable Market Exchange Rate for such currency or currency unit in effect on the second Business Day prior to each payment date, except, with respect to a Conversion Event, for such currency or currency unit in effect (as nearly as feasible) at the time of the Conversion Event.

Section 4.8. REPAYMENT TO COMPANY. The Trustee (and any Paying Agent) shall promptly pay to the Company upon Company Request any excess money or securities held by them at any time.

Section 4.9. INDEMNITY FOR GOVERNMENT OBLIGATIONS. The Company shall pay, and shall indemnify the Trustee against, any tax, fee or other charge imposed on or assessed against Government Obligations deposited pursuant to this Article or the principal and interest and any other amount

received on such Government Obligations.

Section 4.10. REINSTATEMENT. If the Trustee or the Paying Agent is unable to apply any money in accordance

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with this Article with respect to any Securities by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the obligations under this Indenture and such Securities from which the Company has been discharged or released pursuant to Section 4.4 or 4.5 shall be revived and reinstated as though no deposit had occurred pursuant to this Article with respect to such Securities, until such time as the Trustee or Paying Agent is permitted to apply all money held in trust pursuant to Section 4.7 with respect to such Securities in accordance with this Article; PROVIDED, HOWEVER, that if the Company makes any payment of principal of or any premium or interest on any such Security following such reinstatement of its obligations, the Company shall be subrogated to the rights (if any) of the Holders of such Securities to receive such payment from the money so held in trust.

ARTICLE 5

DEFAULTS AND REMEDIES

Section 5.1. EVENTS OF DEFAULT. An "Event of Default" occurs with respect to the Securities of any series if (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) the Company defaults in the payment of interest on any Security of that series or any coupon appertaining thereto or any additional amount payable with respect to any Security of that series as specified pursuant to Section 3.1(b) (16) when the same becomes due and payable and such default continues for a period of 30 days;

(2) the Company defaults in the payment of the principal of or any premium on any Security of that series when the same becomes due and payable at its Maturity or on redemption or otherwise, or in the payment of a mandatory sinking fund payment when and as due by the terms of the Securities of that series;

(3) the Company fails to comply in any material respect with any of its agreements or covenants in, or

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any of the provisions of, this Indenture with respect to any Security of that series (other than an agreement, covenant or provision for which non-compliance is elsewhere in this Section specifically dealt with), and such non-compliance continues for a period of 60 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 Outstanding Securities of the series, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder;

(4) a default under any mortgage, agreement, indenture or instrument under which there may be issued, or by which there may be secured, guaranteed or evidenced any Debt of the Company (including this Indenture) whether such Debt now exists or shall hereafter be created, in an aggregate principal amount then outstanding of \$25,000,000 or more, which default (a) shall constitute a failure to pay any portion of the principal of such Debt when due and payable after the expiration of any applicable grace period with respect thereto or (b) shall result in such Debt becoming or being declared due and payable prior to the date on which it would otherwise become due and payable, and such acceleration shall not be rescinded or annulled, or such Debt shall not be paid in full within a period of 30 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 aggregate principal amount of the Outstanding Securities of that series a written notice specifying such event of default and requiring the Company to cause such acceleration to be rescinded or annulled or to pay in full such Debt and stating that such notice is a "Notice of Default" hereunder; (it being understood however, that the Trustee shall not be deemed to have knowledge of such default under such agreement or instrument unless either (A) a Responsible Officer of the Trustee shall have actual knowledge of such default or (B) a Responsible Officer of the Trustee shall have received written notice thereof from the Company, from any Holder, from the holder of any such indebtedness or from the trustee under any such agreement or other instrument); PROVIDED, HOWEVER, that if such default under such agreement or instrument is remedied or cured by the Company or waived by the holders of such indebtedness, then the Event of Default hereunder by reason thereof shall be deemed likewise to have been thereupon remedied, cured or waived without further action upon

the part of either the Trustee or any of such Holders; PROVIDED, FURTHER, that the foregoing shall not apply to any secured Debt under which the obligee has recourse (exclusive of recourse for ancillary matters such as environmental indemnities, misapplication of funds, costs of enforcement and the like) only to the collateral pledged for

repayment so long as the fair market value of such collateral does not exceed 2% of Total Assets at the time of the default;

(5) the Company or Protective Life Insurance Company, pursuant to or within the meaning of any Bankruptcy Law, (A) commences a voluntary case or proceeding, (B) consents to the entry of an order for relief against it in an involuntary case or proceeding, (C) consents to the appointment of a Custodian of it or for all or substantially all of its property, (D) makes a general assignment for the benefit of its creditors (E) makes an admission in writing of its inability to pay its debts generally as they become due or (F) takes corporate action in furtherance of any such action;

(6) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (A) is for relief against the Company or Protective Life Insurance Company, in an involuntary case, (B) adjudges the Company or Protective Life Insurance Company as bankrupt or insolvent, or approves as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company or Protective life Insurance Company, or appoints a Custodian of the Company or Protective Life Insurance Company, or for all or substantially all of its property, or (C) orders the liquidation of the Company or Protective Life Insurance Company, and the order or decree remains unstayed and in effect for 60 days; or

(7) any other Event of Default provided as contemplated by Section 3.1 with respect to Securities of that series.

As used in this Indenture, the term "Bankruptcy Law" means Title 11, U.S. Code, or any similar federal or state bankruptcy, insolvency, reorganization or other law for the relief of debtors. As used in this Indenture, the term "Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

Section 5.2. ACCELERATION; RESCISSION AND ANNULMENT. If an Event of Default with respect to the Securities of any series at the time Outstanding occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of all of the Outstanding Securities of that series, by written notice to the Company (and, if given by the Holders, to the Trustee), may declare the principal (or, if the Securities of that series are Original Issue Discount Securities or Indexed Securities, such portion of the principal amount as may be specified in the terms of that series) of and accrued interest, if any, on all the Securities of that series to be due and payable and upon any such declaration such principal (or, in the case of Original Issue Discount Securities or Indexed Securities, such specified amount) and interest, if any, shall be immediately due and payable, PROVIDED, however, that payment of principal and interest, if any, on the Securities of such series shall remain

subordinated to the extent provided in Article 12.

At any time after such a declaration of acceleration with respect to Securities of any series has been made and before a judgement or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article provided, the Holders of a majority in aggregate principal amount of the Outstanding Securities of that series, by written notice to the Trustee, may rescind and annul such declaration and its consequences if all existing Defaults and Events of Default with respect to Securities of that series, other than the non-payment of the principal of Securities of that series which have become due solely by such declaration of acceleration, have been cured or waived as provided in Section 5.7. No such rescission shall affect any subsequent default or impair any right consequent thereon.

Section 5.3. COLLECTION OF INDEBTEDNESS AND SUITS FOR ENFORCEMENT BY TRUSTEE. The Company covenants that if

(1) default is made in the payment of any interest on any Security or coupon, if any, when such interest becomes due and payable and such default continues for a period of 30 days, or

(2) default is made in the payment of the principal of (or premium, if any, on) any Security at the Maturity thereof,

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the Company will, upon demand of the Trustee, pay to it, for the benefit of the Holders of such Securities or coupons, if any, the whole amount then due and payable on such Securities for principal, premium, if any, and interest and, to the extent that payment of such interest shall be legally enforceable, interest on any overdue principal, premium, if any, and on any overdue interest, at the rate or rates prescribed therefor in such Securities or coupons, if any, and, in addition thereto, 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, PROVIDED, however, that payment of all such amounts shall remain subordinated to the extent provided in Article 12.

If an Event of Default with respect to Securities of any series occurs and is continuing, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders of Securities of such series by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to secure any other proper remedy.

Section 5.4. TRUSTEE MAY FILE PROOFS OF CLAIM. The Trustee may file such proofs of claim and other papers or documents and take such actions authorized under the Trust Indenture Act as may be necessary or advisable in

order to have the claims of the Trustee and the Holders of Securities allowed in any judicial proceedings relating to the Company, its creditors or its property. In particular, the Trustee shall be authorized to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official 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 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 6.9.

Section 5.5. TRUSTEE MAY ENFORCE CLAIMS WITHOUT POSSESSION OF SECURITIES. All rights of action and claims

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under this Indenture or the Securities may be prosecuted and enforced by the Trustee, in its own name as an express trust, without the possession of any of the Securities or the production thereof in any proceeding relating thereto and any recovery of judgment shall, after provision for the reasonable fees and expenses of the Trustee and its counsel, be for the ratable benefit of the Holders of the Securities in respect of which judgment was recovered.

Section 5.6. DELAY OR OMISSION NOT WAIVER. No delay or omission by the Trustee or any Holder of any Securities to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of or acquiescence in any such Event of Default.

Section 5.7. WAIVER OF PAST DEFAULTS. The Holders of a majority in aggregate principal amount of Outstanding Securities of any series by written notice to the Trustee may waive on behalf of the Holders of all Securities of such series a past Default or Event of Default with respect to that series and its consequences except (i) a Default or Event of Default in the payment of the principal of, premium, if any, or interest on any Security of such series or any coupon appertaining thereto or (ii) in respect of a covenant or provision hereof which pursuant to Section 8.2 cannot be amended or modified without the consent of the Holder of each Outstanding Security of such series affected. 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.

Section 5.8. CONTROL BY MAJORITY. The Holders of a majority in aggregate principal amount of the Outstanding Securities of each series affected (with each such series voting as a class) shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on it with respect to Securities of that series; PROVIDED, HOWEVER, that (i) the Trustee may refuse to follow any direction that conflicts with law or this

Indenture, (ii) the Trustee may refuse to follow any direction that is unduly prejudicial to the rights of the Holders of Securities of such series not consenting, or that would in the good faith judgment of the Trustee have a substantial likelihood of involving the Trustee in personal liability and (iii) the Trustee may take any other action deemed

proper by the Trustee which is not inconsistent with such direction.

Section 5.9. LIMITATION ON SUITS BY HOLDERS. No Holder of any Security of any series or any coupons appertaining thereto shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(1) the Holder has previously given written notice to the Trustee of a continuing Event of Default with respect to the Securities of that series;

(2) the Holders of at least 25% in aggregate principal amount of the Outstanding Securities of that series have made a written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Holder or Holders have offered to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense to be, or which may be, incurred by the Trustee in pursuing the remedy;

(4) the Trustee for 60 days after its receipt of such notice, request and the offer of indemnity has failed to institute any such proceedings; and

(5) during such 60 day period, the Holders of a majority in aggregate principal amount of the Outstanding Securities of that series have not given to the Trustee a direction inconsistent with such written request.

No one or more Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other of such Holders, or to obtain or to seek to obtain priority or preference over any other of such Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all of such Holders.

Section 5.10. RIGHTS OF HOLDERS TO RECEIVE PAYMENT. Notwithstanding any other provision of this Indenture, but subject to Section 9.2, the right of any Holder of a Security or coupon to receive payment of

principal of, premium, if any, and, subject to Sections 3.5 and 3.7, interest on the Security, on or after the respective due dates expressed in the Security (or, in case of redemption, on the redemption dates), and the right of any Holder of a coupon to receive payment of interest due as provided in such coupon, or, subject to Section 5.9, to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 5.11. APPLICATION OF MONEY COLLECTED. If the Trustee collects any money pursuant to this Article, it shall, subject to the subordinated provisions hereof, pay out the money in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal, premium, if any, or interest, upon presentation of the Securities and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

FIRST: to the Trustee for amounts due under Section 6.9;

SECOND: to Holders of Securities and coupons in respect of which or for the benefit of which such money has been collected for amounts due and unpaid on such Securities for principal of, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on such Securities for principal, premium, if any, and interest, respectively; and

THIRD: to the Company.

The Trustee may fix a record date and payment date for any payment to Holders pursuant to this Section 5.11. At least 15 days before such record date, the Trustee shall mail to each holder and the Company a notice that states the record date, the payment date and the amount to be paid.

Section 5.12. RESTORATION OF RIGHTS AND REMEDIES. If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Company, the Trustee and the Holders shall be restored severally and respectively

to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

Section 5.13. RIGHTS AND REMEDIES CUMULATIVE. Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities in the last paragraph of Section 3.6, no right or remedy herein conferred upon or reserved to the Trustee or the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 5.14. WAIVER OF USURY, STAY OR EXTENSION LAWS. The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any usury, stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 5.15. UNDERTAKING FOR COSTS. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorney's fees, 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.

ARTICLE 6

THE TRUSTEE

Section 6.1. CERTAIN DUTIES AND RESPONSIBILITIES OF THE TRUSTEE. (a) Except during the continuance of an Event of Default, the Trustee's duties and responsibilities under this Indenture shall be governed by Section 315(a) of the Trust Indenture Act.

(b) In case an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a

prudent man would exercise or use under the circumstances in the conduct of

his own affairs.

Section 6.2. RIGHTS OF TRUSTEE. Subject to the provisions of the Trust Indenture Act:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee need not investigate any fact or matter stated in the document.

(b) Any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order (other than delivery of any Security, together with any coupons appertaining thereto, to the Trustee for authentication and delivery pursuant to Section 3.3, which shall be sufficiently evidenced as provided therein) and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution.

(c) Before the Trustee acts or refrains from acting, it may consult with counsel of its selection or require an Officers' Certificate. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on a Board Resolution, the written or oral advice of counsel acceptable to the Company and the Trustee (which advice, if oral, shall be promptly confirmed in writing to the Trustee), a certificate of an Officer or Officers delivered pursuant to Section 1.2, an Officers' Certificate or an Opinion of Counsel.

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

(e) 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.

(f) The Trustee shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties

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hereunder, or in the exercise of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(g) The Trustee shall not be bound to make any investigation into

the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness 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, personally or by agent or attorney.

(h) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 6.2.

Section 6.3. TRUSTEE MAY HOLD SECURITIES. The Trustee, any Paying Agent, any Registrar or any other agent of the Company, in its individual or any other capacity, may become the owner or pledgee of Securities and coupons and, subject to Sections 310(b) and 311 of the Trust Indenture Act, may otherwise deal with the Company, an Affiliate or Subsidiary with the same rights it would have if it were not Trustee, Paying Agent, Registrar or such other agent.

Section 6.4. MONEY HELD IN TRUST. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed upon in writing with the Company.

Section 6.5. TRUSTEE'S DISCLAIMER. The recitals contained herein and in the Securities, except the Trustee's certificate of authentication, shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or adequacy of this Indenture or the Securities or any coupon. The Trustee shall not be accountable for the Company's use of the

proceeds from the Securities or for monies paid over to the Company pursuant to the Indenture.

Section 6.6. NOTICE OF DEFAULTS. If a Default occurs and is continuing with respect to the Securities of any series and if it is known to the Trustee, the Trustee shall, within 90 days after it occurs, transmit by mail to the Holders of Securities of such series, in the manner and to the extent provided in Section 313(c) of the Trust Indenture Act, notice of all Defaults known to it unless such Default shall have been cured or waived; PROVIDED, HOWEVER, that except in the case of a Default in payment on the Securities of any series, the Trustee may withhold the notice if and so long as the board of directors, the executive committee or a committee of its

Responsible Officers in good faith determines that withholding such notice is in the interests of Holders of Securities of that series; and PROVIDED, FURTHER, that in the case of any Default of the character specified in Section 5.1(3) with respect to Securities of such series, no such notice to Holders shall be given until at least 30 days after the occurrence thereof.

Section 6.7. REPORTS BY TRUSTEE TO HOLDERS. Within 60 days after each May 15 of each year commencing with the first May 15 after the first issuance of Securities pursuant to this Indenture, the Trustee shall transmit by mail to all Holders of Securities as provided in Section 313(c) of the Trust Indenture Act a brief report dated as of such May 15 if required by and in compliance with Section 313(a) of the Trust Indenture Act. A copy of each such report shall, at the time of such transmission to Holders, be filed by the Trustee with each stock exchange, if any, upon which the Securities are listed, with the Commission and with the Company. The Company will promptly notify the Trustee when the Securities are listed on any stock exchange.

Section 6.8. SECURITYHOLDER 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 of Securities of each series. If the Trustee is not the Registrar, the Company shall furnish to the Trustee semiannually on or before the last day of June and December in each year, and at such other times as the Trustee may request in writing, a list, in such form and as of such date as the Trustee may reasonably require, containing all the information in the possession or

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control of the Registrar, the Company or any of its Paying Agents other than the Trustee as to the names and addresses of Holders of Securities of each such series. If there are Bearer Securities of any series Outstanding, even if the Trustee is the Registrar, the Company shall furnish to the Trustee such a list containing such information with respect to Holders of such Bearer Securities only.

Section 6.9. COMPENSATION AND INDEMNITY. (a) The Company shall pay to the Trustee from time to time such reasonable compensation for its services as the Company and the Trustee shall agree in writing from time to time. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred by it in connection with the performance of its duties under this Indenture, except any such expense as may be attributable to its negligence or bad faith. Such expenses shall include the reasonable compensation and expenses of the Trustee's agents and counsel.

(b) The Company shall indemnify the Trustee for, and hold it harmless against, any loss or liability, damage, claim or reasonable expense including taxes (other than taxes based upon or determined or measured by the income of the Trustee) incurred by it arising out of or in connection with its

acceptance or administration of the trust or trusts hereunder, including the reasonable costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent.

(c) The Company need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through negligence or bad faith.

(d) To secure the payment obligations of the Company pursuant to this Section, the Trustee shall have a lien prior to the Securities of any series on all money or property held or collected by the Trustee, except that held

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in trust to pay principal, premium, if any, and interest on particular Securities.

When the Trustee incurs expenses or renders services in connection with an Event of Default specified in Section 5.1(5) or Section 5.1(6), the expenses (including the reasonable charges and expenses of its counsel) and the compensation for the services are intended to constitute expenses of administration under any applicable Federal or state bankruptcy, insolvency or other similar law.

The provisions of this Section shall survive the termination of this Indenture.

Section 6.10. REPLACEMENT OF TRUSTEE. (a) The resignation or removal of the Trustee and the appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in Section 6.11.

(b) The Trustee may resign at any time with respect to the Securities of any series by giving written notice thereof to the Company.

(c) The Holders of a majority in aggregate principal amount of the Outstanding Securities of any series may remove the Trustee with respect to that series by so notifying the Trustee and the Company and may appoint a successor Trustee for such series with the Company's consent.

(d) If at any time:

(1) the Trustee fails to comply with Section 310(b) of the Trust

Indenture Act after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Security for at least six months, or

(2) the Trustee shall cease to be eligible under Section 6.12 of this Agreement or Section 310(a) of the Trust Indenture Act and shall fail to resign after written request therefor by the Company or by any Holder of a Security who has been a bona fide Holder of a Security for at least six months; or

(3) the Trustee becomes incapable of acting, is adjudged a bankrupt or an insolvent or a receiver or

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public officer takes charge of the Trustee or its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (i) the Company by or pursuant to a Board Resolution may remove the Trustee with respect to all Securities, or (ii) subject to Section 315(e) of the Trust Indenture Act, any Holder who has been a bona fide Holder of a Security for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee with respect to all Securities and the appointment of a successor Trustee or Trustees.

(e) If the instrument of acceptance by a successor Trustee required by Section 6.11 shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation or removal, the Trustee resigning or being removed may petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

(f) If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, with respect to Securities of one or more series, the Company, by or pursuant to Board Resolution, shall promptly appoint a successor Trustee with respect to the Securities of that or those series (it being understood that any such successor Trustee may be appointed with respect to the Securities of one or more or all of such series and that at any time there shall be only one Trustee with respect to the Securities of any particular series) and shall comply with the applicable requirements of Section 6.11. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee with respect to the Securities of any series shall be appointed by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series delivered to the Company and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment in accordance with the applicable requirements of Section 6.11, become the successor Trustee with respect to the Securities of such series and to that extent supersede the successor Trustee appointed by the Company. If no

successor Trustee with respect to the Securities of any series shall have been so appointed by the Company or the Holders and accepted appointment in the manner required by Section 6.11, any Holder who has been a bona fide Holder of a Security of such

series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

Section 6.11. ACCEPTANCE OF APPOINTMENT BY SUCCESSOR. (a) In case of the appointment hereunder of a successor Trustee with respect to all Securities, every such successor Trustee shall execute, acknowledge and deliver to the Company and to the retiring Trustee an instrument accepting such appointment. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee, without further act, deed or conveyance, shall become vested with all the rights, powers and duties of the retiring Trustee; but, on the request of the Company or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder.

(b) In case of the appointment hereunder of a successor Trustee with respect to the Securities of one or more (but not all) series, the Company, the retiring Trustee and such successor Trustee shall execute and deliver an indenture supplemental hereto wherein such successor Trustee shall accept such appointment and which (i) shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, such successor Trustee all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates, (ii) if the retiring Trustee is not retiring with respect to all Securities, shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series as to which the retiring Trustee is not retiring shall continue to be vested in the retiring Trustee, and (iii) shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustees co-trustees of the same trust and that each such Trustee shall be trustee of a trust or trusts hereunder

separate and apart from any trust or trusts hereunder administered by any other such Trustee and upon the execution and delivery of such supplemental indenture the resignation or removal of the retiring Trustee shall become effective to the extent provided therein and each such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates; but, on request of the Company or any successor Trustee, such retiring Trustee shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder with respect to the Securities of that or those series to which the appointment of such successor Trustee relates.

(c) Upon request of any such successor Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts referred to in paragraph (a) or (b) of this Section, as the case may be.

(d) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under the Trust Indenture Act.

(e) The Company shall give notice of each resignation and each removal of the Trustee with respect to the Securities of any series and each appointment of a successor Trustee with respect to the Securities of any series in the manner provided for notices to the Holders of Securities in Section 1.6. Each notice shall include the name of the successor Trustee with respect to the Securities of such series and the address of its Corporate Trust office.

Section 6.12. ELIGIBILITY; DISQUALIFICATION. There shall at all times be a Trustee hereunder which shall be eligible to act as Trustee under Section 310(a)(1) of the Trust Indenture Act and shall have a combined capital and surplus of at least \$75,000,000. If such corporation publishes reports of condition at least annually, pursuant to law or the requirements of 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, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

Section 6.13. MERGER, CONVERSION, CONSOLIDATION OR SUCCESSION TO BUSINESS. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Securities shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Securities so authenticated with the same effect as if such successor Trustee had itself authenticated such Securities.

Section 6.14. APPOINTMENT OF AUTHENTICATING AGENT. The Trustee may appoint an Authenticating Agent or Agents with respect to one or more series of Securities which shall be authorized to act on behalf of the Trustee to authenticate Securities of such series issued upon original issue, exchange, registration of transfer or partial redemption thereof, and Securities so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. Any such appointment shall be evidenced by an instrument in writing signed by a Responsible Officer of the Trustee, a copy of which instrument shall be promptly furnished to the Company. Wherever reference is made in this Indenture to the authentication and delivery of Securities by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Trustee by an Authenticating Agent. Each Authenticating Agent shall be acceptable to the Company and, except as may otherwise be

provided pursuant to Section 3.1, shall at all times be a bank or trust company or corporation organized and doing business and in good standing under the laws of the United States of America or of any State or the District of Columbia, authorized under such laws to act as Authenticating Agent, having a combined capital and surplus of not less than \$25,000,000 and subject to supervision or examination by Federal or State authorities. If such Authenticating Agent publishes reports of condition at least annually, pursuant to law or the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Authenticating Agent shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, such Authenticating Agent shall resign immediately in the manner and with the

effect specified in this Section.

Any corporation into which an Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which such Authenticating Agent shall be a party, or any corporation succeeding to the corporate agency or corporate trust business of an Authenticating Agent, shall continue to be an Authenticating Agent, provided such corporation shall be otherwise eligible under this Section, without the execution or filing of any paper or further act on the part of the Trustee or the Authenticating Agent.

An Authenticating Agent for any series of Securities may at any time resign by giving written notice of resignation to the Trustee for such series and to the Company. The Trustee for any series of Securities may at any time terminate the agency of an Authenticating Agent by giving written notice of termination to such Authenticating Agent and to the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, the Trustee for such series may appoint a successor Authenticating Agent which shall be acceptable to the Company and shall give notice of such appointment to all Holders of Securities of the series with respect to which such Authenticating Agent will serve in the manner set forth in Section 1.6. Any successor Authenticating Agent upon acceptance of its

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appointment hereunder shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authenticating Agent herein. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section.

The Company agrees to pay to each Authenticating Agent from time to time reasonable compensation including reimbursement of its reasonable expenses for its services under this Section.

If an appointment with respect to one or more series is made pursuant to this Section, the Securities of such series may have endorsed thereon, in addition to or in lieu of the Trustee's certificate of authentication, an alternate certificate of authentication substantially in the following form:

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

AmSouth Bank N.A.,
as Trustee

By _____
as Authenticating Agent

By _____
Authorized Signatory

ARTICLE 7

CONSOLIDATION, MERGER OR SALE BY THE COMPANY

Section 7.1. CONSOLIDATION, MERGER OR SALE OF ASSETS PERMITTED.
The Company shall not consolidate or merge with or into, or transfer or lease all or substantially all of its assets to, any Person unless:

(1) the Person formed by or surviving any such consolidation or merger (if other than the Company), or to which such transfer or lease shall have been made, is a corporation organized and existing under the laws of the United States, any State thereof or the District of Columbia;

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(2) the Person formed by or surviving any such consolidation or merger (if other than the Company), or to which such transfer or lease shall have been made, assumes by supplemental indenture all the obligations of the Company under the Securities and this Indenture;

(3) immediately after giving effect to the transaction no Default or Event of Default exists; and

(4) if, as a result of any such consolidation or merger or such conveyance, transfer or lease, properties or assets of the Company would become subject to a mortgage, pledge, lien, security interest or other encumbrance which would not be permitted by the Securities of any series, the Company or such successor Person, as the case may be, shall take such steps as shall be necessary effectively to secure such Securities equally and ratably with all indebtedness secured thereby.

The Company shall deliver to the Trustee prior to the proposed transaction an Officers' Certificate to the foregoing effect and an Opinion of Counsel stating that the proposed transaction and such supplemental indenture comply with this Indenture and that all conditions precedent to the consummation of the transaction under this Indenture have been met.

In the event of the assumption by a successor corporation as provided in clause (2) above, such successor corporation shall succeed to and be substituted for the Company hereunder and under the Securities with the same effect as if it had been named hereunder and thereunder and any coupons appertaining thereto and all such obligations of the Company shall terminate.

ARTICLE 8

SUPPLEMENTAL INDENTURES

Section 8.1. SUPPLEMENTAL INDENTURES WITHOUT CONSENT OF HOLDERS. Without the consent of any Holders, the Company, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into indentures supplemental hereto, in form reasonably satisfactory to the Trustee, for any of the following purposes:

- (1) to evidence the succession of another corporation to the Company and the assumption by any such successor of the covenants and obligations of the Company herein and in the Securities; or
- (2) to add to the covenants of the Company for the benefit of the Holders of all or any series of Securities (and if such covenants are to be for the benefit of less than all series of Securities, stating that such covenants are expressly being included solely for the benefit of such series) or to surrender any right or power herein conferred upon the Company; or
- (3) to add any additional Events of Default with respect to all or any series of Securities (and if such Events of Default are to be for the benefit of less than all series of Securities, stating that such Events of Default are expressly included solely for the benefit of such series); or
- (4) to add to or change any of the provisions of this Indenture to such extent as shall be necessary to facilitate the issuance of Bearer Securities (including, without limitation, to provide that Bearer Securities may be registrable as to principal only) or to facilitate the issuance of Securities in global form; or
- (5) to change or eliminate any of the provisions of this Indenture, PROVIDED that any such change or elimination shall become effective only when there is no Security Outstanding of any series created prior to the execution of such supplemental indenture which is entitled to the benefit of such provision; or
- (6) to secure the Securities; or
- (7) to establish the form or terms of Securities of any series as permitted by Sections 2.1 and 3.1; or
- (8) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities of one

or more series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 6.11; or

(9) if allowed without penalty under applicable laws and regulations, to permit payment in the United States (including any of the states and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction of principal,

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premium, if any, or interest, if any, on Bearer Securities or coupons, if any; or

(10) to correct or supplement any provision herein which may be inconsistent with any other provision herein or to make any other provisions with respect to matters or questions arising under this Indenture, PROVIDED such action shall not adversely affect the interests of the Holders of Securities of any series; or

(11) to cure any ambiguity or correct any mistake, PROVIDED such action shall not adversely affect the interests of the Holders of Securities of any series; or

(12) to modify the provisions of Article 12 (except, with respect to any Outstanding Securities, to the extent prohibited by clause 5 of Section 8.2).

Section 8.2. SUPPLEMENTAL INDENTURES WITH CONSENT OF HOLDERS.

With the written consent of the Holders of a majority of the aggregate principal amount of the Outstanding Securities of each series adversely affected by such supplemental indenture (with the Securities of each series voting as a class), the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture or indentures supplemental hereto to add any provisions to or to change or eliminate any provisions of this Indenture or of any other indenture supplemental hereto or to modify the rights of the Holders of such Securities; PROVIDED, HOWEVER, that without the consent of the Holder of each Outstanding Security affected thereby, a supplemental indenture under this Section may not:

(1) change the Stated Maturity of the principal of or premium, if any, on, or any installment of principal of or premium, if any, or interest on, any Security, or reduce the principal amount thereof or the rate of interest thereon or any premium payable upon the redemption thereof, or change the manner in which the amount of any principal thereof or premium, if any, or interest thereon is determined or reduce the amount of the principal of any Original Issue Discount Security or Indexed Security that would be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 5.2, or change

the Place of Payment where or the currency in which any Securities or any premium or the interest

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thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption Date);

(2) reduce the percentage in principal amount of the Outstanding Securities affected thereby, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided for in this Indenture;

(3) change any obligation of the Company to maintain an office or agency in the places and for the purposes specified in Section 9.2; or

(4) make any change in Section 5.7 or this 8.2(a) except to increase any percentage or to provide that certain other provisions of this Indenture cannot be modified or waived with the consent of the Holders of each Outstanding Security affected thereby; or

(5) modify the provisions of this Indenture with respect to the subordination of the Outstanding Securities of any series in a manner adverse to the Holders thereof.

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

It is not necessary under this Section 8.2 for the Holders to consent to the particular form of any proposed supplemental indenture, but it is sufficient if they consent to the substance thereof.

Section 8.3. COMPLIANCE WITH TRUST INDENTURE ACT. Every amendment to this Indenture or the Securities of one or more series shall be set forth in a supplemental

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indenture that complies with the Trust Indenture Act as then in effect.

Section 8.4. EXECUTION OF SUPPLEMENTAL INDENTURES. In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 8.5. EFFECT OF SUPPLEMENTAL INDENTURES. Upon the execution of any supplemental indenture under this article, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Securities theretofore or thereafter authenticated and delivered hereunder and of any coupon appertaining thereto shall be bound thereby.

Section 8.6. REFERENCE IN SECURITIES TO SUPPLEMENTAL INDENTURES. Securities, including any coupons, of any series 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 form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Securities including any coupons of any series so modified as to conform, in the opinion of the Trustee and the Company, to any such supplemental indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for Outstanding Securities including any coupons of such series.

ARTICLE 9

COVENANTS

Section 9.1. PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST. The Company covenants and agrees for the benefit of the Holders of each series of Securities

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that it will duly and punctually pay the principal of, premium, if any, and interest together with additional amounts, if any, on the Securities of that series in accordance with the terms of the Securities of such series, any coupons appertaining thereto and this Indenture. An installment of principal, premium, if any, or interest shall be considered paid on the date it is due if the Trustee or Paying Agent holds on that date money designated for and sufficient to pay the installment.

Section 9.2. MAINTENANCE OF OFFICE OR AGENCY. If Securities of a series are issued as Registered Securities, the Company will maintain in

each Place of Payment for any series of Securities an office or agency where Securities of that series may be presented or surrendered for payment, where Securities of that series may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Securities of that series and this Indenture may be served. If Securities of a series are issuable as Bearer Securities, the Company will maintain, (i) subject to any laws or regulations applicable thereto, an office or agency in a Place of Payment for that series which is located outside the United States where Securities of that series and related coupons may be presented and surrendered for payment; PROVIDED, HOWEVER, that if the Securities of that series are listed on The International Stock Exchange of the United Kingdom and the Republic of Ireland Limited, the Luxembourg Stock Exchange or any other stock exchange located outside the United States and such stock exchange shall so require, the Company will maintain a Paying Agent for the Securities of that series in London, Luxembourg or any other required city located outside the United States, as the case may be, so long as the Securities of that series are listed on such exchange, and (ii) subject to any laws or regulations applicable thereto, an office or agency in a Place of Payment for that series which is located outside the United States, where Securities of that series may be surrendered for exchange and where notices and demands to or upon the Company in respect of the Securities of that series 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 any such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at

the Corporate Trust Office of the Trustee, and the Company hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

Unless otherwise specified as contemplated by Section 3.1, no payment of principal, premium or interest on Bearer Securities shall be made at any office or agency of the Company in the United States, by check mailed to any address in the United States, by transfer to an account located in the United States or upon presentation or surrender in the United States of a Bearer Security or coupon for payment, even if the payment would be credited to an account located outside the United States; PROVIDED, HOWEVER, that, if the Securities of a series are denominated and payable in Dollars, payment of principal of and any premium or interest on any such Bearer Security shall be made at the office of the Company's Paying Agent located within the United States, if (but only if) payment in Dollars of the full amount of such principal, premium or interest, as the case may be, at all offices or agencies outside the United States maintained for the purpose by the Company in accordance with this Indenture is illegal or effectively precluded by exchange controls or other similar restrictions.

The Company may also from time to time designate one or more other offices or agencies where the Securities (including any coupons, if any) of one or more series may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; PROVIDED, HOWEVER, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in each Place of Payment for Securities (including any coupons, if any) of any series 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.

Unless otherwise specified as contemplated by Section 3.1, the Trustee shall initially serve as Paying Agent.

Section 9.3. MONEY FOR SECURITIES PAYMENTS TO BE HELD IN TRUST; UNCLAIMED MONEY. If the Company shall at any time act as its own Paying Agent with respect to any series of Securities, it will, on or before each due date of the principal of, premium, if any, or interest on

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any of the Securities of that series, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal, premium, if any, or interest so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided and will promptly notify the Trustee in writing of its action or failure so to act.

The Company will cause each Paying Agent for any series of Securities other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will:

(1) hold all sums held by it for the payment of the principal of, premium, if any, or interest on Securities of that series in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(2) give the Trustee notice of any default by the Company (or any other obligor upon the Securities of that series) in the making of any payment of principal, premium, if any, or interest on the Securities; and

(3) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Company or such Paying Agent, such sums to be held by the

Trustee upon the same terms as those upon which such sums were held by the Company or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of any principal, premium or interest on any Security of any series and remaining unclaimed for two years after such principal, premium, if any, or interest

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has become due and payable shall be paid to the Company on Company Request, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Security and coupon, if any, shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; PROVIDED, HOWEVER, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in a newspaper published in the English language, customarily published on each Business Day and of general circulation in The City of New York, or cause to be mailed to such Holder, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Company.

Section 9.4. CORPORATE EXISTENCE. Subject to Article 7, the Company will at all times do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and its rights and franchises; PROVIDED that nothing in this Section 9.4 shall prevent the abandonment or termination of any right or franchise of the Company if, in the opinion of the Company, such abandonment or termination is in the best interests of the Company and not prejudicial in any material respect to the Holders of the Securities.

Section 9.5. REPORTS BY THE COMPANY. The Company covenants:

(a) to file with the Trustee, within 30 days after the Company is required to file the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with the Commission pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934, as amended; or, if the Company is not required to file information, documents or reports pursuant to either of such sections, then to file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to

time by the Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to section 13 of the Securities Exchange Act of 1934, as amended, in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

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

(c) to transmit to all Holders of Securities, within 30 days after the filing thereof with the Trustee, in the manner and to the extent provided in section 313(c) of the Trust Indenture Act, such summaries of any information, documents and reports required to be filed by the Company pursuant to subsections (a) and (b) of this Section 9.5, as may be required by rules and regulations prescribed from time to time by the Commission.

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including information concerning the Company's compliance with any of its covenants hereunder, PROVIDED that the foregoing shall not relieve the Trustee of any of its responsibilities hereunder.

Section 9.6. ANNUAL REVIEW CERTIFICATE; NOTICE OF DEFAULTS OR EVENTS OF DEFAULT. (a) The Company covenants and agrees to deliver to the Trustee, within 120 days after the end of each fiscal year of the Company, a certificate from the principal executive officer, principal financial officer or principal accounting officer as to his or her knowledge of the Company's compliance with all conditions and covenants under this Indenture. For purposes of this Section 9.6, such compliance shall be determined without regard to any period of grace or requirement of notice provided under this Indenture.

(b) The Company covenants and agrees to deliver to the Trustee, within a reasonable time after the Company becomes aware of the occurrence of

a Default or an Event of Default of the character specified in Section 5.1(4) hereof, written notice of the occurrence of such Default or Event of Default.

Section 9.7. BOOKS OF RECORD AND ACCOUNT. The Company will keep proper books of record and account, either on a consolidated or individual basis. The Company shall cause its books of record and account to be examined, either on a consolidated or individual basis, by one or more firms of independent public accountants not less frequently than annually. The Company shall prepare its financial statements in accordance with generally accepted accounting principles.

ARTICLE 10

REDEMPTION

Section 10.1. APPLICABILITY OF ARTICLE. Securities (including coupons, if any) of any series which are redeemable before their Stated Maturity shall be redeemable in accordance with their terms and (except as otherwise specified as contemplated by Section 3.1 for Securities of any series) in accordance with this Article.

Section 10.2. ELECTION TO REDEEM; NOTICE TO TRUSTEE. The election of the Company to redeem any Securities, including coupons, if any, shall be evidenced by or pursuant to a Board Resolution. In the case of any redemption at the election of the Company of less than all the Securities or coupons, if any, of any series, the Company shall, at least 60 days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date, of the principal amount of Securities of such series to be redeemed and, if applicable, of the tenor of the Securities to be redeemed. In the case of any redemption of Securities (i) prior to the expiration of any restriction on such redemption provided in the terms of such Securities or elsewhere in this Indenture or (ii) pursuant to an election of the Company which is subject to a condition specified in the terms of such Securities, the Company shall furnish the Trustee

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with an Officers' Certificate evidencing compliance with such restriction or condition.

Section 10.3. SELECTION OF SECURITIES TO BE REDEEMED. Unless otherwise specified as contemplated by Section 3.1, if less than all the Securities (including coupons, if any) of a series with the same terms are to be redeemed, the Trustee, not more than 45 days prior to the redemption date, shall select the Securities of the series to be redeemed in such manner as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of a portion of the principal amount of any Security of such series, PROVIDED that the unredeemed portion of the principal amount

of any Security shall be in an authorized denomination (which shall not be less than the minimum authorized denomination) for such Security. The Trustee shall make the selection from Securities of the series that are Outstanding and that have not previously been called for redemption and may provide for the selection for redemption of portions (equal to the minimum authorized denomination for Securities, including coupons, if any, of that series or any integral multiple thereof) of the principal amount of Securities, including coupons, if any, of such series of a denomination larger than the minimum authorized denomination for Securities of that series. The Trustee shall promptly notify the Company in writing of the Securities selected by the Trustee for redemption and, in the case of any Securities selected for partial redemption, the principal amount thereof to be redeemed. If the Company shall so direct, Securities registered in the name of the Company, any Affiliate or any Subsidiary thereof shall not be included in the Securities selected for redemption. If less than all the Securities of any series with differing issue dates, interest rates and stated maturities are to be redeemed, the Company in its sole discretion shall select the particular Securities to be redeemed and shall notify the Trustee in writing thereof at least 45 days prior to the relevant redemption date.

For purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Securities (including coupons, if any) shall relate, in the case of any Securities (including coupons, if any) redeemed or to be redeemed only in part, to the portion of the principal amount of such Securities (including coupons, if any) which has been or is to be redeemed.

Section 10.4. NOTICE OF REDEMPTION. Unless otherwise specified as contemplated by Section 3.1, notice of redemption shall be given in the manner provided in Section 1.6 not less than 30 days nor more than 60 days prior to the Redemption Date to the Holders of the Securities to be redeemed.

All notices of redemption shall state:

- (1) the Redemption Date;
- (2) the Redemption Price;
- (3) if less than all the Outstanding Securities of a series are to be redeemed, the identification (and, in the case of partial redemption, the principal amounts) of the particular Security or Securities to be redeemed;
- (4) in case any Security is to be redeemed in part only, the notice which relates to such Security shall state that on and after the Redemption Date, upon surrender of such Security, the holder will receive, without a charge, a new Security or Securities of authorized

denominations for the principal amount thereof remaining unredeemed;

(5) the Place or Places of Payment where such Securities, together in the case of Bearer Securities with all coupons appertaining thereto, if any, maturing after the Redemption Date, are to be surrendered for payment for the Redemption Price;

(6) that Securities of the series called for redemption and all unmatured coupons, if any, appertaining thereto must be surrendered to the Paying Agent to collect the Redemption Price;

(7) that, on the Redemption Date, the Redemption Price will become due and payable upon each such Security, or the portion thereof, to be redeemed and, if applicable, that interest thereon will cease to accrue on and after said date;

(8) that the redemption is for a sinking fund, if such is the case;

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(9) that, unless otherwise specified in such notice, Bearer Securities of any series, if any, surrendered for redemption must be accompanied by all coupons maturing subsequent to the Redemption Date or the amount of any such missing coupon or coupons will be deducted from the Redemption Price, unless security or indemnity satisfactory to the Company, the Trustee and any Paying Agent is furnished; and

(10) the CUSIP number, if any, of the Securities.

Notice of redemption of Securities to be redeemed shall be given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company.

Section 10.5. DEPOSIT OF REDEMPTION PRICE. On or prior to any Redemption Date, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Company is acting as its own Paying Agent, which it may not do in the case of a sinking fund payment under Article 11, segregate and hold in trust as provided in Section 9.3) an amount of money in the currency or currencies (including currency unit or units) in which the Securities of such series are payable (except as otherwise specified pursuant to Section 3.1 for the Securities of such series) sufficient to pay on the Redemption Date the Redemption Price of, and (unless the Redemption Date shall be an Interest Payment Date) interest accrued to the Redemption Date on, all Securities or portions thereof which are to be redeemed on that date.

Unless any Security by its terms prohibits any sinking fund payment obligation from being satisfied by delivering and crediting Securities (including Securities redeemed otherwise than through a sinking fund), the

Company may deliver such Securities to the Trustee for crediting against such payment obligation in accordance with the terms of such Securities and this Indenture.

Section 10.6. SECURITIES PAYABLE ON REDEMPTION DATE. Notice of redemption having been given as aforesaid, the Securities so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Company shall default in the payment of the Redemption Price and accrued interest) such Securities

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shall cease to bear interest and the coupons for any such interest appertaining to any Bearer Security so to be redeemed, except to the extent provided below, shall be void. Except as provided in the next succeeding paragraph, upon surrender of any such Security, including coupons, if any, for redemption in accordance with said notice, such Security shall be paid by the Company at the Redemption Price, together with accrued interest to the Redemption Date; PROVIDED, HOWEVER, that installments of interest on Bearer Securities whose Stated Maturity is on or prior to the Redemption Date shall be payable only at an office or agency located outside the United States and its possessions (except as otherwise provided in Section 9.2) and, unless otherwise specified as contemplated by Section 3.1, only upon presentation and surrender of coupons for such interest; and PROVIDED, FURTHER, that, unless otherwise specified as contemplated by Section 3.1, installments of interest on Registered Securities whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant Record Dates according to their terms and the provisions of Section 3.7.

If any Bearer Security surrendered for redemption shall not be accompanied by all appurtenant coupons maturing after the Redemption Date, such Bearer Security may be paid after deducting from the Redemption Price an amount equal to the face amount of all such missing coupons, or the surrender of such missing coupon or coupons may be waived by the Company and the Trustee if there be furnished to them such security or indemnity as they may require to save each of them and any Paying Agent harmless. If thereafter the Holder of such Bearer Security shall surrender to the Trustee or any Paying Agent any such missing coupon in respect of which a deduction shall have been made from the Redemption Price, such Holder shall be entitled to receive the amount so deducted; PROVIDED, HOWEVER, that interest represented by coupons shall be payable only at an office or agency located outside of the United States (except as otherwise provided pursuant to Section 9.2) and, unless otherwise specified as contemplated by Section 3.1, only upon presentation and surrender of those coupons.

If any Security called for redemption shall not be so paid upon

surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear

interest from the Redemption Date at the rate prescribed therefor in the Security.

Section 10.7. SECURITIES REDEEMED IN PART. Upon surrender of a Security that is redeemed in part at any Place of Payment therefor (with, if the Company or the Trustee so required, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing), the Company shall execute and the Trustee shall authenticate and deliver to the Holder of that Security, without service charge a new Security or Securities of the same series, having the same form, terms and Stated Maturity, in any authorized denomination equal in aggregate principal amount to the unredeemed portion of the principal amount of the Security surrendered.

ARTICLE 11

SINKING FUNDS

Section 11.1. APPLICABILITY OF ARTICLE. The provisions of this Article shall be applicable to any sinking fund for the retirement of Securities of a series except as otherwise specified as contemplated by Section 3.1 for Securities of such series.

The minimum amount of any sinking fund payment provided for by the terms of Securities of any series is herein referred to as a "mandatory sinking fund payment," and any payment in excess of such minimum amount provided for by the terms of Securities of any series is herein referred to as an "optional sinking fund payment." If provided for by the terms of Securities of any series, the cash amount of any sinking fund payment may be subject to reduction as provided in Section 11.2. Each sinking fund payment shall be applied to the redemption of Securities of any series as provided for by the terms of Securities of such series.

Section 11.2. SATISFACTION OF SINKING FUND PAYMENTS WITH SECURITIES. The Company (i) may deliver Outstanding Securities of a series (other than any previously called for redemption) together, in the case of Bearer Securities of such series, with all unmatured coupons appertaining thereto and (ii) may apply as a

credit Securities of a series which have been redeemed either at the election of the Company pursuant to the terms of such Securities or through the application of permitted optional sinking fund payments pursuant to the terms of such Securities, in each case in satisfaction of all or any part of any sinking fund payment with respect to the Securities of such series required to be made pursuant to the terms of such Securities as provided for by the terms of such series; PROVIDED that such Securities have not been previously so credited. Such Securities shall be received and credited for such purpose by the Trustee at the Redemption Price specified in such Securities for redemption through operation of the sinking fund and the amount of such sinking fund payment shall be reduced accordingly.

Section 11.3. REDEMPTION OF SECURITIES FOR SINKING FUND. Not less than 60 days prior to each sinking fund payment date for any series of Securities, the Company will deliver to the Trustee an Officers' Certificate specifying the amount of the next ensuing sinking fund payment for that series pursuant to the terms of that series, the portion thereof, if any, which is to be satisfied by payment of cash and the portion thereof, if any, which is to be satisfied by delivering and crediting Securities of that series pursuant to Section 11.2 and will also deliver to the Trustee any Securities to be so delivered. Not less than 30 days before each such sinking fund payment date the Trustee shall select the Securities to be redeemed upon such sinking fund payment date in the manner specified in Section 10.3 and cause notice of the redemption thereof to be given in the name of and at the expense of the Company in the manner provided in Section 10.4. Such notice having been duly given, the redemption of such Securities shall be made upon the terms and in the manner stated in Sections 10.6 and 10.7.

ARTICLE 12

SUBORDINATION

Section 12.1. AGREEMENT TO SUBORDINATE. The Company agrees, and each Holder by accepting a Security agrees, that the indebtedness evidenced by the Security is subordinated in right of payment, to the extent and in the manner provided in this Article 12, to the prior payment in full of all Senior Indebtedness, and that the

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subordination is for the benefit of, and shall be enforceable directly by, the holders of Senior Indebtedness, without any act or notice of acceptance hereof or reliance hereon.

Section 12.2. CERTAIN DEFINITIONS.

"SENIOR INDEBTEDNESS" means (i) all indebtedness of the Company, whether outstanding on the date hereof or thereafter created, incurred or assumed, that is for borrowed money, or evidenced by a note or

similar instrument given in connection with the acquisition of any business, properties or assets, including securities, (ii) any indebtedness of any other Person of the kind described in the preceding clause (i) for the payment of which the Company is responsible or liable as guarantor or otherwise and (iii) amendments, renewals, extensions and refundings of any such indebtedness. Senior Indebtedness shall continue to be Senior Indebtedness and to be entitled to the benefits of the subordination provisions of this Article 12 irrespective of any amendment, modification or waiver of any term of the Senior Indebtedness or extension or renewal of the Senior Indebtedness. Notwithstanding anything to the contrary in the foregoing, Senior Indebtedness shall not include (A) any indebtedness of the Company to any of its subsidiaries, (B) indebtedness incurred for the purchase of goods or materials or for services obtained in the ordinary course of business and (C) any indebtedness which by its terms is expressly made PARI PASSU with or subordinated to the Securities.

Section 12.3. LIQUIDATION; DISSOLUTION; BANKRUPTCY; ETC. In the event of

- (i) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the Company, its creditors or its property,
- (ii) any proceeding for the liquidation, dissolution or other winding up of the Company, voluntary or involuntary, whether or not involving insolvency or bankruptcy proceedings,
- (iii) any assignment by the Company for the benefit of creditors, or

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- (iv) any other marshalling of the assets of the Company,

all Senior Indebtedness (including, without limitation, interest accruing after the commencement of any such proceeding, assignment or marshalling of assets) shall first be paid in full before any payment or distribution, whether in cash, securities or other property, shall be made by the Company on account of the Securities. In any such event, any payment or distribution, whether in cash, securities or other property (other than securities of the Company or any other corporation provided for by a plan of reorganization or a readjustment, the payment of which is subordinate, at least to the extent provided in the subordination provisions of this Indenture with respect to the indebtedness evidenced by the Securities, to the payment of all Senior Indebtedness at the time outstanding and to any securities issued in respect thereof under any such plan of reorganization or readjustment), which would otherwise (but for the provisions of this Article 12) be payable or deliverable in respect of the Securities (including any such payment or distribution which may be payable or deliverable by reason of the payment of

any other indebtedness of the Company being subordinated to the payment of the Securities) shall be paid or delivered directly to the holders of Senior Indebtedness, or to their representative or trustee, in accordance with the priorities then existing among such holders until all Senior Indebtedness shall have been paid in full.

Section 12.4. DEFAULT ON SENIOR INDEBTEDNESS. If (i) the Company defaults in the payment of any principal, or premium, if any, or interest on any Senior Indebtedness when the same becomes due and payable, whether at maturity or at a date fixed for prepayment or declaration or otherwise or (ii) an event of default occurs with respect to any Senior Indebtedness permitting the holders thereof to accelerate the maturity thereof and written notice of such event of default (requesting that payments on the Securities cease) is given to the Company by the holders of Senior Indebtedness, then unless and until such default in payment or event of default shall have been cured or waived or shall have ceased to exist, no direct or indirect payment (in cash, property or securities, by set-off or otherwise) shall be made or agreed to be made on account of the Securities or interest thereon or in respect of any repayment, redemption,

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retirement, purchase or other acquisition of the Securities.

Section 12.5. WHEN DISTRIBUTION MUST BE PAID OVER. If a distribution is made to the Trustee or any Holder at a time when a Responsible Officer of the Trustee or such Holder has actual knowledge that because of this Article 12 such distribution should not have been made to it, the Trustee or such Holder who receives the distribution shall hold it in trust for the benefit of, and, upon written request, shall pay it over to, the holders of Senior Indebtedness as their interests may appear, or their agent or representative or the trustee under the indenture or other agreement (if any) pursuant to which Senior Indebtedness may have been issued, as their respective interests may appear, for application to the payment of all principal, premium, if any, and interest then payable with respect to any Senior Indebtedness.

With respect to the holders of Senior Indebtedness, the Trustee undertakes to perform only such obligations on the part of the Trustee as are specifically set forth in this Article 12, and no implied covenants or obligations with respect to the holders of Senior Indebtedness shall be read into this Indenture against the Trustee. The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Indebtedness, and shall not be liable to any such holders if the Trustee shall pay over or distribute to or on behalf of Holders or the Company or any other person money or assets to which any holders of Senior Indebtedness shall be entitled by virtue of this Article 12, except if such payment is made as a result of the willful misconduct or gross negligence of the Trustee.

Section 12.6. NOTICE BY COMPANY. The Company shall promptly notify in writing the Trustee and any Paying Agent of any facts known to the Company that would cause a payment with respect to the Securities to violate this Article 12, but failure to give such notice shall not affect the subordination of the Securities to the Senior Indebtedness provided in this Article 12.

Section 12.7. SUBROGATION. Senior Indebtedness shall not be deemed to have been paid in full unless the holders thereof shall have received cash, securities or other property equal to the amount of such Senior

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Indebtedness then outstanding. After all Senior Indebtedness is paid in full and until the Securities are paid in full, Holders shall be subrogated (equally and ratably with all other indebtedness as to which the right to receive payment is PARI PASSU with the Securities) to the rights of holders of Senior Indebtedness to receive distributions applicable to Senior Indebtedness to the extent that distributions otherwise payable to the Holders have been applied to the payment of Senior Indebtedness, and such payments or distributions received by any Holder of Securities, by reason of such subrogation, of cash, securities or other property which otherwise would be paid or distributed to the holders of Senior Indebtedness, shall, as between the Company and its creditors other than the holders of Senior Indebtedness, on the one hand, and the Holders of Securities, on the other, be deemed to be a payment by the Company on account of Senior Indebtedness, and not on account of Securities.

Section 12.8. RELATIVE RIGHTS. This Article 12 defines the relative rights of Holders and holders of Senior Indebtedness. Nothing in this Indenture shall:

(i) impair, as between the Company and Holders, the obligation of the Company, which is absolute and unconditional, to pay principal of and interest on the Securities in accordance with their terms;

(ii) affect the relative rights of Holders and creditors of the Company other than their rights in relation to holders of Senior Indebtedness; or

(iii) prevent the Trustee or any Holder from exercising its available remedies upon a Default or Event of Default, subject to the rights of holders and owners of Senior Indebtedness to receive distributions and payments otherwise payable to Holders.

If the Company fails because of this Article 12 to pay principal of or interest on a Security on the due date, the failure is still a Default or Event of Default.

Section 12.9. SUBORDINATION MAY NOT BE IMPAIRED BY COMPANY. No

present or future holder of any Senior Indebtedness shall be prejudiced in the right to enforce subordination of the indebtedness constituting the

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Securities by any act or failure to act on the part of the Company.

Section 12.10. DISTRIBUTION. Upon any payment or distribution of assets of the Company referred to in this Article 12, the Trustee and the Holders shall be entitled to rely upon any order or decree made by any court of competent jurisdiction or upon any certificate of the liquidating trustee or agent or other person making any distribution to the Trustee or to the Holders for the purpose of ascertaining the persons entitled to participate in such distribution, the holders of the Senior Indebtedness and other Debt of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 12.

Section 12.11. RIGHTS OF TRUSTEE AND PAYING AGENT. Notwithstanding the provisions of this Article 12 or any other provision of this Indenture, neither the Trustee nor any Paying Agent shall be charged with knowledge of the existence of any facts which would prohibit the making of any payment or distribution by the Trustee or such Paying Agent, or the taking of any action by the Trustee or such Paying Agent, and the Trustee or such Paying Agent may continue to make payments on the Securities unless, in the case of the Trustee, and in the case of such Paying Agent as long as the Trustee is such Paying Agent, a Responsible Officer shall have received at the Corporate Trust Office of the Trustee, and in the case of a Paying Agent other than the Trustee, it shall have received, in each case at least two Business Days prior to the date of such payment, written notice of facts that would cause any such payment with respect to the Securities to violate this Article 12. The Trustee or any Paying Agent, as applicable, shall promptly provide a copy of such notice to the Holders. Nothing in this Article 12 shall limit the right of the holders of Senior Indebtedness to recover payments as contemplated elsewhere in this Article 12 or impair the claims of, or payments to, the Trustee under or pursuant to Section 6.9 hereof.

The Trustee in its individual or any other capacity may hold Senior Indebtedness with the same rights it would have if it were not Trustee subject to Trust Indenture Act Sections 310(b) and 311. Any Agent may do the same with like rights.

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Section 12.12. AUTHORIZATION TO EFFECT SUBORDINATION. Each Holder of a Security by his acceptance thereof authorizes and directs the

Trustee on his behalf to take such action as may be necessary or appropriate to effectuate the subordination as provided in this Article 12, and appoints the Trustee his attorney-in-fact for any and all such purposes.

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

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

PROTECTIVE LIFE
CORPORATION

By: _____
Title:

[Seal]

Attest:

Secretary

AMSOUTH BANK N.A.

By: _____
Title:

[Seal]

Attest:

Title:

GUARANTEE AGREEMENT

GUARANTEE AGREEMENT, dated as of _____, 1994 ("Guarantee Agreement"), executed and delivered by Protective Life Corporation, a Delaware corporation (the "Guarantor"), for the benefit of the Holders (as defined below) from time to time of the Series A Preferred Securities (as defined below) of PLC Capital L.L.C., a Delaware limited liability company (the "Company").

WHEREAS, preferred limited liability company interests ("Preferred Securities") may be issued from time to time by the Company in one or more series in addition to the Company's common limited liability company interests (the "Common Securities");

WHEREAS, the Company intends to issue up to []% Cumulative Monthly Income Preferred Securities, Series A (the "Series A Preferred Securities");

WHEREAS, it is intended that the Company will loan the proceeds from the issuance and sale of the Series A Preferred Securities and the Common Securities to the Guarantor in exchange for Series A Subordinated Debentures (as defined below) issued by the Guarantor;

NOW, THEREFORE, in consideration of the purchase by each Holder of the Series A Preferred Securities, which purchase the Guarantor hereby agrees shall benefit the Guarantor, the Guarantor executes and delivers this Guarantee Agreement for the benefit of the Holders.

ARTICLE I

Definitions

As used in this Guarantee Agreement, the terms set forth below shall, unless the context otherwise requires, have the following meanings.

AFFILIATE: of any specified Person, any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with such specified Person. For 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.

EVENT OF DEFAULT: as defined in the Subordinated Indenture and in any supplemental subordinated indenture or Board Resolution (as defined in the Subordinated Indenture) of the Company setting forth the terms of the Series A Preferred Securities.

GUARANTEE PAYMENTS: the following payments, without duplication, to the extent not paid by the Company: (I) any accumulated and unpaid periodic distributions ("dividends") that have theretofore been declared on the Series A Preferred Securities out of funds held by the Company and legally available therefor; (II) the redemption price (including all accumulated and unpaid dividends, whether or not declared) payable, out of funds held by the Company and legally available therefor, with respect to the Series A Preferred Securities called for redemption by the Company; and (III) in the event of any liquidation, dissolution or winding-up of the Company, the lesser of (A) the aggregate of the liquidation preference of the Series A Preferred Securities and all accumulated and unpaid dividends (whether or not declared) to the date of payment and (B) the amount of remaining assets of the Company legally available to the Holders.

HOLDER: any registered owner from time to time of Series A Preferred Securities, PROVIDED, however, that in determining whether the Holders of the requisite percentage of the Series A Preferred Securities have given any request, notice, consent or waiver hereunder, "Holder" shall not include the Guarantor or Affiliate of the Guarantor, either directly or indirectly.

PERSON: any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

SENIOR INDEBTEDNESS: as defined in the Subordinated Indenture.

SERIES A SUBORDINATED DEBENTURE: any of the Series A Subordinated Debentures as may be issued from time to time by the Guarantor pursuant to the Subordinated Indenture.

SHARE PURCHASE RIGHTS PLAN: the Rights Agreement, dated July 13, 1987, between the Guarantor and AmSouth Bank N.A., Rights Agent, as amended from time to time.

SUBORDINATED INDENTURE: the Subordinated Indenture, dated as of

_____, 1994, between the Guarantor and Amsouth Bank N.A., as Trustee.

ARTICLE II

The Guarantee

2.1. (a) The Guarantor irrevocably and unconditionally agrees to pay in full to the Holders the Guarantee Payments (except to the extent paid by the Company), as and when due, regardless of any defense, right of set-off or counterclaim which the Company may have or assert. The Guarantor's obligation to make a Guarantee Payment may be satisfied by direct payment of the required amounts by the Guarantor to the Holders or by causing the Company to pay such amounts to the Holders.

(b) In addition, the Guarantor irrevocably and unconditionally guarantees, in the event of any exchange by the Company of Series A Preferred Securities for Series A Subordinated Debentures, the delivery of a registered global certificate or certificates representing the proper amount of Series A Subordinated Debentures to the Depository Trust Company, New York, New York, or such other entity or person as shall at the date of exchange be acting as securities depository for the Series A Preferred Securities of such series.

2.2. The Guarantor hereby waives notice of acceptance of this Guarantee Agreement and of any liability to which it applies or may apply, presentment, demand for payment, protest, notice of nonpayment, notice of dishonor, notice of redemption and all other notices and demands.

2.3. The obligations, covenants, agreements and duties of the Guarantor under this Guarantee Agreement shall in no way be affected or impaired by reason of the happening from time to time of any of the following:

(a) the release or waiver, by operation of law or otherwise, of the performance or observance by the Company of any express or implied agreement, covenant,

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term or condition relating to the Series A Preferred Securities to be performed or observed by the Company;

(b) the extension of time for the payment by the Company of all or any portion of the dividends, redemption price, liquidation distributions or any other sums payable under the terms of the Series A Preferred Securities or the extension of time for the performance of any other obligations under, arising out of, or in connection with, the Series A Preferred Securities;

(c) any failure, omission, delay or lack of diligence on the part of the Holders to enforce, assert or exercise any right, privilege, power or remedy conferred on the Holders pursuant to the terms of the Series A Preferred Securities, or any action on the part of the Company granting indulgence or extension of any kind;

(d) the voluntary or involuntary liquidation, dissolution, sale of any collateral, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of debt of, or other similar proceedings affecting, the Company or any of the assets of the Company;

(e) any invalidity of, or defect or deficiency in, any of the Series A Preferred Securities of any series; or

(f) the settlement or compromise of any obligation guaranteed hereby or hereby incurred.

There shall be no obligation of the Holders to give notice to, or obtain consent of, the Guarantor with respect to the happening of any of the foregoing.

2.4. This is a guarantee of payment and not of collection. A Holder may enforce this Guarantee Agreement directly against the Guarantor, and the Guarantor will waive any right or remedy to require that any action be brought against the Company or any other person or entity before proceeding against the Guarantor. Subject to Section 2.5, all waivers herein contained shall be without prejudice to the Holders' right at the Holders' option to proceed against the Company, whether by separate action or by joinder. The Guarantor agrees that this Guarantee Agreement shall not be

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discharged except by payment of the Guarantee Payments in full (to the extent not paid by the Company) and by complete performance of all obligations of the Guarantor contained in this Guarantee Agreement.

2.5. The Guarantor shall be subrogated to all rights (if any) of the Holders against the Company in respect of any amounts paid to the Holders by the Guarantor under this Guarantee Agreement and shall have the right to waive payment of any amount in respect of which payment has been made to the Holders by the Guarantor pursuant to Section 2.1, PROVIDED, however, that the Guarantor shall not (except to the extent required by mandatory provisions of law) exercise any rights which it may acquire by way of subrogation or any indemnity, reimbursement or other agreement, in all cases as a result of a payment under this Guarantee Agreement, if at the time of any such payment, any amounts are due and unpaid under this Guarantee Agreement. If any amount

shall be paid to the Guarantor in violation of the preceding sentence, the Guarantor agrees to pay over such amount to the Holders.

2.6. The Guarantor acknowledges that its obligations hereunder are independent of the obligations of the Company with respect to the Series A Preferred Securities and that the Guarantor shall be liable as principal and sole debtor hereunder to make Guarantee Payments pursuant to the terms of this Guarantee Agreement notwithstanding the occurrence of any event referred to in subsections (a) through (f), inclusive, of Section 2.3.

ARTICLE III

Certain Covenants of the Guarantor and Status of the Guarantee

3.1. So long as any Series A Preferred Securities remain outstanding, if at such time the Guarantor (a) shall have extended the period to the next interest payment date under the Series A Subordination Debentures, (b) shall be in default with respect to its payment or other obligations under this Guarantee Agreement (c) there shall have occurred any Event of Default or event that, with the giving of notice or the lapse of time or both, would constitute an Event of Default under the Subordinated Indenture or (d) there shall exist any arrearage in payment of accumulated dividends on the Series A Preferred Securities, neither the Guarantor nor any majority-owned subsidiary of the Guarantor shall declare or pay any dividend on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of its capital stock or make any guarantee payments with respect to the

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foregoing (other than (i) payments under this Guarantee Agreement or any other guarantee of any other series of Preferred Securities ranking PARI PASSU with the Series A Preferred Securities, (ii) dividends or guarantee payments to the Guarantor or (iii) redemptions or purchases pursuant to the Guarantor's Share Purchase Rights Plan, or any successor to such Plan).

3.2. The Guarantor covenants that, so long as any Preferred Securities of any series remain outstanding, (i) it shall maintain ownership, directly or indirectly, of 100% of the Common Securities, (ii) it shall not voluntarily dissolve, wind-up or liquidate the Company or permit the Company to be dissolved, wound-up or liquidated and (iii) it shall timely perform all of its respective duties under the limited liability company agreement of the Company.

3.3. This Guarantee Agreement constitutes an unsecured obligation

of the Guarantor, is subordinate and junior in right of payment to all Senior Indebtedness, and ranks PARI PASSU with the Series A Subordinated Debentures.

ARTICLE IV

Termination of the Guarantee

4.1. This Guarantee Agreement shall terminate and be of no further force and effect as to the Series A Preferred Securities upon either (i) full payment of the redemption price (including all accumulated arrears and accruals of unpaid dividends) for all outstanding Preferred Securities of such series or (ii) full payment of the amounts payable to the Holders of such series upon liquidation of the Company, or (iii) exchange of all Series A Preferred Securities for Series A Subordinated Debentures, PROVIDED, however, that this Guarantee Agreement shall continue to be effective or shall be reinstated, as the case may be, with respect to Series A Preferred Securities if at any time any Holder of Series A Preferred Securities must restore payment of any sums paid under the Series A Preferred Securities or under this Guarantee Agreement for any reason whatsoever.

ARTICLE V

Miscellaneous Agreements and Provisions

5.1. All guarantees and agreements contained in this Guarantee Agreement shall bind the successors, assigns, receivers, trustees and representatives of the Guarantor and shall inure to the benefit of the Holders. The Guarantor shall not assign its obligations hereunder without the prior approval of the Holders of not less than 66-2/3% in liquidation preference of the Series A Preferred Securities then outstanding given either in writing or by vote at a duly constituted meeting of such Holders.

5.2. Except with respect to amendments that do not adversely affect the rights of Holders (in which case no vote will be required), this Guarantee Agreement may only be amended with the prior approval of the Holders of not less than 66-2/3% in liquidation preference of the Series A Preferred Securities then outstanding given either by agreement in writing or by vote at a duly constituted meeting of such Holders who may be present in person or by proxy and voting as a single class.

5.3. Any notice, request or other communication required or permitted to be given hereunder to the Guarantor shall be given in writing and delivered personally or by telegram or facsimile transmission or by registered or certified mail (return receipt requested) at the following address (and, if

so given, shall be deemed effective when received), to it:

Protective Life Corporation
P.O. Box 2606
Birmingham, Alabama 35202
Facsimile No.: (205) 868-3597
Attention: Deborah J. Long, Esq.
Senior Vice President
and General Counsel

Any notice, request or other communication required or permitted to be given hereunder to the Holders shall be given by the Guarantor in the same manner as notices sent by the Company to the Holders.

5.4. The masculine and neuter genders used herein shall include the masculine, feminine and neuter genders.

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5.5. This Guarantee Agreement is solely for the benefit of the Holders and is not separately transferable from the Series A Preferred Securities.

5.6. THIS GUARANTEE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

THIS GUARANTEE AGREEMENT is executed as of the day and year first above written.

PROTECTIVE LIFE CORPORATION

By:

Name:

Title:

Accepted and Agreed:

PLC CAPITAL L.L.C.

By: Protective Life Corporation,
as Managing Member

By:

Name:

Title:

Furnish the following information as to the trustee --

(a) Name and address of each examining or supervising authority to which it is subject.

Comptroller of the Currency, Washington, D.C. 20220
Federal Reserve Bank, Atlanta, Georgia 30303
Federal Deposit Insurance Corporation, Washington, D.C 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. AFFILIATIONS WITH THE OBLIGOR.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Item 3. VOTING SECURITIES OF THE TRUSTEE.

Not applicable.

Item 4. TRUSTEESHIPS UNDER OTHER INDENTURES.

Not applicable.

Item 5. INTERLOCKING DIRECTORATES AND SIMILAR RELATIONSHIPS WITH THE OBLIGOR OR UNDERWRITERS.

Not applicable.

Item 6. VOTING SECURITIES OF THE TRUSTEE OWNED BY THE OBLIGOR OR ITS OFFICIALS.

Not applicable.

Item 7. VOTING SECURITIES OF THE TRUSTEE OWNED BY UNDERWRITERS OR THEIR OFFICIALS.

Not applicable.

Item 8. SECURITIES OF THE OBLIGOR OWNED OR HELD BY THE TRUSTEE.

Not applicable.

Item 9. SECURITIES OF UNDERWRITERS OWNED OR HELD BY THE TRUSTEE.

Not applicable.

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Item 10. OWNERSHIP OR HOLDINGS BY THE TRUSTEE OF VOTING SECURITIES OF CERTAIN AFFILIATES OR SECURITY HOLDERS OF THE OBLIGOR.

Not applicable.

Item 11. OWNERSHIP OR HOLDINGS BY THE TRUSTEES OF ANY SECURITIES OF A PERSON OWNING 50 PERCENT OR MORE OF THE VOTING SECURITIES OF THE OBLIGOR.

Not applicable.

Item 12. INDEBTEDNESS OF THE OBLIGOR TO THE TRUSTEE.

Not applicable.

Item 13. DEFAULTS BY THE OBLIGOR.

(a) State whether there is or has been a default with respect to the securities under this indenture. Explain the nature of any such default.

There is not and has not been any such default.

(b) If the trustee is a trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the obligor are outstanding, or is trustee for more than one outstanding series of securities under the indenture, state whether there has been a default under any such indenture or series, identify the indenture or series affected, and explain the nature of any such default.

Not applicable.

Item 14. AFFILIATIONS WITH THE UNDERWRITERS.

Not applicable.

Item 15. FOREIGN TRUSTEE.

Not applicable.

Item 16. LIST OF EXHIBITS.

List below all exhibits filed as a part of this statement of eligibility.

1. A copy of the articles of association of the trustee as now in effect (Exhibit 1 to Form T-1, file with Registration Statement No. 22-23666).
2. A copy of the certificate of authority of the trustee to commence business (Exhibit 2 to Form T-1, filed with Registration Statement No. 22-23666).

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3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1, filed with Registration Statement No. 22-23666).
4. A copy of the existing bylaws of the trustee.
5. Not applicable.
6. The consent of the trustee required by Section 321(b) of the Act.
7. A copy of the latest report of condition of the trustee as the close of business on December 31, 1993, published pursuant to the requirements of the Comptroller of the Currency.
8. Not applicable.
9. Not applicable.

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Pursuant to the requirements of the Trust Indenture Act of 1939 the trustee, AmSouth Bank, National Association, a corporation organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Birmingham, State of Alabama on the 24th day of March, 1994.

AMSOUTH BANK, NATIONAL ASSOCIATION

By /s/ T. FRANKLIN CALEY

T. Franklin Caley
Vice President and Corporate Trust Officer

EXHIBIT 4

AAB 200-1

ARTICLES OF ASSOCIATION Section: BY-LAWS
AND BY-LAWS MANUAL (AMSOUTH BANK N.A.)

 Subject: Article I -- Meetings of
 Shareholders

 Date: May, 1990

SECTION 1.1: ANNUAL MEETING

The annual meeting of the shareholders of this Bank for the election of directors and for the trans- action of any business that may properly come before the meeting shall be held at its Main Office or at such other place as the Board of Directors may designate, on the third Thursday in April of each year, but if no election shall be held on that day, it may be held on any subsequent or adjourned day in accordance with the provisions of the National Banking Laws and the Articles of Association. Notice of the annual meeting may be waived.

SECTION 1.2: SPECIAL MEETINGS

Except where specifically provided otherwise by statute, special meetings of the shareholders may be called for any purpose at any time by the Board of Directors or by the holder(s) of at least a majority

of the shares of such stock at the time outstanding, and such special meetings shall be called by mailing to each shareholder notice in writing stating the purpose thereof sixty (60) days before the time fixed for the meeting. Such notice may be waived by the shareholder otherwise entitled to receive such notice.

SECTION 1.3: NOMINATIONS FOR DIRECTOR

Nominations for election to the Board of Directors may be made by the Board of Directors.

SECTION 1.4: PROXIES

Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing, but no officer or employee of this Bank shall act as proxy.

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AAB 200-1

ARTICLES OF ASSOCIATION
AND BY-LAWS MANUAL

Section: BY-LAWS
(AMSOUTH BANK N.A.)
Subject: Article I -- Meetings of
Shareholders

Date: May, 1990

SECTION 1.4 (Cont...): Proxies for any meeting shall be limited to that meeting alone, and any adjournment thereof shall be dated and shall be filed with the records of the meeting.

SECTION 1.5: SHAREHOLDER LIST

For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may provide that the stock transfer books of the Bank shall be closed for a stated period but not to exceed, in any case, thirty (30) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than fifty (50) days, and in case of a meeting of shareholders, not less than ten (10) days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof, except where the determination

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AAB 200-1

ARTICLES OF ASSOCIATION
AND BY-LAWS MANUAL

Section: BY-LAWS
(AMSOUTH BANK N.A.)
Subject: Article I -- Meetings of
Shareholders

Date: May, 1990

SECTION 1.5 has been made through the closing of the stock
(Cont...): transfer books and the stated period of closing has
expired.

SECTION 1.6: QUORUM

Shares of the capital stock of the Bank representing
more than one-half of the par value of the total
capital stock outstanding, represented in person or
by proxy, shall constitute a quorum in all meetings
of shareholders, and at such meetings each share of
common stock shall be entitled to one (1) vote.

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AMSOUTH

AAB 200-2

ARTICLES OF ASSOCIATION
AND BY-LAWS MANUAL

Section: BY-LAWS
(AMSOUTH BANK N.A.)
Subject: Article II -- Directors

Date: January, 1994

SECTION 2.1: BOARD OF DIRECTORS: NUMBER, VACANCIES,
QUALIFICATIONS

The affairs of the Bank shall be managed by a Board
of Directors which shall consist of not less than
five (5) nor more than twenty-five (25) persons, the
exact number, within the limits stated, to be deter-
mined from time to time by resolution of a majority
of the full Board or by resolution of the share-
holders at any meeting thereof; provided, however,
that a majority of the full Board of Directors may
not increase the number of directors: (i) to a
number which exceeds by more than two (2) the number
of directors last elected by shareholders where such
number was fifteen (15) or less; and (ii) to a num-
ber which exceeds by more than four (4) the number
of directors last elected by shareholders where such
number was sixteen (16) or more, but in no event
shall the number of directors exceed twenty-five
(25). All the vacancies in the Board of Directors
occurring in the interval between the annual meet-
ings shall be filled by the remaining members of the
Board.

B. MEMBERSHIP. The Executive Committee shall consist of such number of members drawn from the Board of Directors, not officers of the Bank, as the Board of Directors may determine by resolution from time to time, and the following ex-officio members: Chairman of the Board and President of the Bank, and the Vice Chairman of the Bank. The Chief Executive Officer of the Bank shall serve as chairman of the committee. The chairman shall preside or designate another member of the Committee to preside at meetings of the committee. The members of the Executive Committee who are not officers of the Bank, shall serve terms of office as shall be specified at the time of their election, which shall be staggered so that a rotation of the membership shall be maintained. Any of such members will be eligible to succeed themselves and shall serve until his/her successor is elected.

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AMSOUTH

AAB 200-3

ARTICLES OF ASSOCIATION Section: BY-LAWS
AND BY-LAWS MANUAL (AMSOUTH BANK N.A.)
Subject: Article III - Committees

Date: January, 1994

SECTION 3.2: TRUST COMMITTEE

A. POWERS AND DUTIES. The Trust Committee of the Board of Directors shall supervise and keep informed as to the operation of the Trust Division of the Bank and the operation of the accounts being administered by the Trust Division; consider and pass upon all investments of trust funds and upon policies with respect to loans and investments; pass upon the acceptance and closing of accounts; review promptly the assets of a newly acquired account for which the Bank has investment responsibilities; review at least once during each calendar year, and within fifteen (15) months of the last review, all the assets held in or for each account where the Bank has investment responsibilities; determine the advisability of retaining or disposing of such assets; and otherwise perform such duties as may be provided by the Board. The Trust Committee may create sub-committees consisting of Trust Division officers and employees to assist in carrying out the supervisory and review function of the Trust Committee.

B. HOW ORGANIZED. The Trust Committee shall consist of such number of directors who are not officers of the Bank as shall be determined by resolution of the Board of Directors from time to time and, as ex-officio members, the directors of the Bank who are also officers of the Bank and the officer designated by the Board of Directors as head of the Trust Division. The Committee shall be chaired by the head of the Trust Division. The members who are not officers of the Bank shall serve a term of office as shall be specified at the time of their election, which shall be staggered so that a rotation of the membership shall be maintained. Such members shall serve until their successors are elected and shall be eligible to succeed themselves in office. The Committee shall meet monthly; the time and date to be fixed by the Committee from time to time.

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AMSOUTH

AAB 200-3

ARTICLES OF ASSOCIATION Section: BY-LAWS
AND BY-LAWS MANUAL (AMSOUTH BANK N.A.)
Subject: Article III - Committees

Date: January, 1994

SECTION 3.3: AUDIT COMMITTEE

There shall be an Audit Committee of the Board of Directors, to consist of such number of directors who are not officers of the Bank as shall be determined by resolution of the Board of Directors from time to time. Members of the Audit Committee shall serve a term of office of three (3) years, with the appropriate number of members rotating each year. Members of this committee shall serve until their successors are elected and shall be eligible for reappointment. The Audit Committee shall meet quarterly; the time and date to be fixed by the committee from time to time. The Audit Committee shall audit and examine the condition of the Bank (including its Trust Division), shall review all reports of audits of the Bank, shall review the asset quality of the bank, shall monitor compliance with the various laws and regulations to which the Bank is subject, and shall report its findings and recommendations to the Board of Directors.

SECTION 3.4: COMPENSATION COMMITTEE

The Compensation Committee of the Board of Directors of this Bank's parent company, AmSouth Bancorporation, shall serve as the Compensation Committee of this Bank and such Committee is hereby given the power and authority on behalf of this Bank to take all actions authorized or required in Section 3.12 of the By-Laws of AmSouth Bancorporation, or otherwise.

SECTION 3.5: NOMINATING COMMITTEE

There shall be a Nominating Committee of the Board of Directors, to consist of such number of directors who are not officers of the Bank as shall be designated from time to time by resolution of the Board of Directors, who shall serve for a term of three (3) years, with the appropriate number of members

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AMSOUTH

AAB 200-3

ARTICLES OF ASSOCIATION Section: BY-LAWS
AND BY-LAWS MANUAL (AMSOUTH BANK N.A.)
Subject: Article III - Committees

Date: January, 1994

SECTION 3.5 (Cont...): rotating each year. Members shall serve until their successors are elected and shall be eligible to succeed themselves. The Committee shall meet upon the call of the Chairman; the time and date to be fixed by the Committee from time to time.

All recommendations for potential nominees to the

Board of Directors shall be referred to the Nominating Committee which shall review the qualifications of such potential nominees and make recommendations to the Chief Executive Officer and the Board of Directors with respect to such potential nominees. The Nominating Committee will also review the structure of the Board and its operation and recommend changes to the Board of Directors where appropriate. The Committee will also review and recommend appropriate changes in Board compensation and Board retirement policies.

SECTION 3.6: LOCAL BOARDS

The Board of Directors may appoint, or authorize an executive officer to appoint, from time to time, Local Boards of Directors for any one or more of the offices of the Bank. The members of Local Boards of Directors shall consist of such persons as shall be recommended by the Chief Executive Officer of this Bank upon the recommendation of the senior officer for the geographic area in which is located the office of the Bank on which Local Board the individual will serve and shall be approved by vote of the then members of the affected Local Board of Directors. Such persons may, but are not required to be, officers or directors of the Bank. Local Boards of Directors shall serve at the pleasure of the Board of Directors. No persons shall be eligible for appointment to or to continue service on a Local Board of Directors (1) who shall have reached the age of 68, (2) three years after retiring from active business, (3) one year after permanent separation from the business or professional organization with which such person was primarily associated

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AMSOUTH

AAB 200-3

ARTICLES OF ASSOCIATION AND BY-LAWS MANUAL Section: BY-LAWS (AMSOUTH BANK N.A.) Subject: Article III - Committees

Date: January, 1994

SECTION 3.6 (Cont...): when first appointed a Local Director, or (4) one year after moving his/her principal residence outside the market area of the city that is being served, whichever event first occurs. No Local Director who is an officer of the Bank, or any subsidiary thereof, shall be eligible for appointment or reappointment as a Local Director after he has retired from or otherwise vacated his office. The Chief Executive Officer may waive any of the provisions of the preceding sentence effective on a year-to-year basis. The duties of Local Boards of Directors shall be those prescribed by resolution of the Board of Directors.

SECTION 3.7: QUORUM

A majority of the respective committees shall constitute a quorum for the transaction of business, but any committee shall be authorized and empowered to act by unanimous consent in the following manner, without notice, call or formal meeting: Any resolution, proceeding or transaction, approved in writing by all of the members of such committee by the subscription of their names in writing to the same or concurrent instruments or to the minutes thereof, shall be valid and effective as if such action were taken by unanimous vote at a regularly called meeting of such committee and shall be entered in the minutes of the respective committee, dated and certified by the Secretary.

In the absence of a quorum at any meeting of any of the respective committees, any of the Executive

Officers (or in the case of the Trust Committee, any of the Executive Officers or the head of the Trust Division) may designate an alternate director to serve as a member of the committee at such meeting in place of any absent member.

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AMSOUTH

AAB 200-3

ARTICLES OF ASSOCIATION Section: BY-LAWS
AND BY-LAWS MANUAL (AMSOUTH BANK N.A.)
 Subject: Article III - Committees

Date: January, 1994

SECTION 3.8: OTHER COMMITTEES

The Board of Directors or the Executive Committee may appoint, from time to time, members of the Board to constitute other committees of one (1) or more persons, for such purposes and with such powers as the Board or the Executive Committee, whichever appointed the Committee, may designate.

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AMSOUTH

AAB 200-4
ARTICLES OF ASSOCIATION Section: BY-LAWS
AND BY-LAWS MANUAL (AMSOUTH BANK N.A.)
 Subject: Article IV - Officers and
 Employees
 Date: January, 1994

SECTION 4.1: GENERAL

(a) NUMBER. The officers of this Bank shall consist of a Chairman of the Board of Directors, President, and Chief Executive Officer, one or more Vice Chairmen of the Board of Directors, one or more Vice Presidents (one or more of whom may be designated by such additional title as the Board of Directors may determine), a Secretary, one or more Assistant Secretaries, and may also include one or more Trust Officers, one or more Assistant Vice Presidents, one or more Assistant Trust Officers, a Controller, and such other officers as the Board of Directors may from time to time determine.

(b) EXECUTIVE OFFICERS; ORDER OF AUTHORITY. As used in these By-Laws, the term "Executive Officers" shall include the Chairman of the Board, President, and Chief Executive Officer, the Vice Chairmen of the Board, the Senior Executive Vice Presidents, and the Executive Vice Presidents. Their "order of authority" shall be the order in which their titles are listed above; except that, where there are two or more Vice Chairmen of the Board or two or more Senior Executive Vice Presidents or Executive Vice Presidents, their order of authority shall be as designated by the Board or Compensation Committee.

Notwithstanding anything to the contrary contained in this Section 4.1 or elsewhere in these By-Laws, no one other than the members of the Management Committee of this Bank's parent company, AmSouth Bancorporation, shall participate or have the authority to participate, otherwise than in the capacity of a director, in major policy-making

SECTION 4.8: TRUST OFFICERS AND ASSISTANT TRUST OFFICERS

Each Trust Officer who is not also a Vice President and any Assistant Trust Officer and any other officer of this Bank assigned to work in the Trust Division of this Bank shall have the power to execute all certificates, releases, satisfactions, authentications (including authentication of bonds), proxies, leases (including oil, gas, and other mineral leases), transfers, receipts, agreements, or other instruments pertaining to or incident to the management or handling of any property, right, or powers held or controlled by the Bank in any fiduciary capacity, or pertaining to or incident to the management or handling of any trust accounts under the supervision or management of the Bank.

Each Trust Officer and each Assistant Trust Officer and any other officer of this Bank assigned to work in the Trust Division of this Bank in addition may execute in the name of the Bank stock certificates of corporations for which the Bank is transfer agent or registrar, and mortgages, indentures, or deeds of trust of a corporate nature in connection with which the Bank is to act in trustee for holders of bonds or debentures. Each Trust Officer and each Assistant Trust Officer and any other officer of this Bank assigned to work in the Trust Division of this Bank shall also have the authority to affix and attest the corporate seal, and perform such other duties as may be authorized by the Board of Directors, the Trust Committee, or by the head of the Trust Division.

SECTION 4.9: CONTROLLER

The Controller shall have custody of the Bank's general accounting records, shall prepare financial statements, tax returns, profit plans, and reports to regulatory authorities and shall have such other duties as the Chief Executive Officer or Chief Operating Officer may assign him from time to time.

AMSOUTH

ARTICLES OF ASSOCIATION AND BY-LAWS MANUAL AAB 200-4 Section: BY-LAWS (AMSOUTH BANK N.A.) Subject: Article IV - Officers and Employees

SECTION 4.10: SECRETARY

The Secretary shall have the custody of the records and shall keep and record the minutes of the meetings of stockholders and of the Board of Directors and of all Committees of the Board, but any other officer may also act as secretary of the meetings and attest and certify minutes of the Board and Committees thereof. Minutes shall be signed by the Chairman of the meeting. The Secretary shall perform such other duties as may be required by an Executive Officer or by the Board of Directors or Committee thereof. The Secretary shall also perform and discharge the usual functions of corporate secretary and shall affix and attest the corporate seal. Any officer of the Bank shall also be vested with the authority to affix and attest the corporate seal.

SECTION 4.11: EXERCISE OF AUTHORITY OF CHIEF EXECUTIVE OFFICER BY OTHER EXECUTIVE OFFICERS

In case of the disqualification, death, resignation, or removal of the Chief Executive Officer, and until

The Board of Directors shall from time to time designate the officers and employees who shall be required to give bond and fix the amounts thereof.

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AMSOUTH

AAB 200-5

ARTICLES OF ASSOCIATION
AND BY-LAWS MANUAL

Section: BY-LAWS
(AMSOUTH BANK N.A.)
Subject: Article V - Stock and Stock
Certificates

Date: January, 1994

SECTION 5.1:

TRANSFERS

Transfer of stock in this Bank can only be made in writing upon the transfer books of the Bank by the Secretary upon production of a certificate or certificates of stock with transfer and assignment endorsed thereon by the person or persons in whose name the certificate was issued, his/her personal representative or duly authorized attorney in fact, following such procedures as are commonly in use by stock transfer agents and as may be required by applicable Federal and State law. The old certificate or certificates must be surrendered and canceled before the new certificate is issued or delivered.

SECTION 5.2:

STOCK CERTIFICATES

Certificates of stock of this Bank shall be signed by or in the name of any of the Executive Officers (other than the Executive Vice Presidents), manually or by facsimile, engraved or printed signature, shall also be manually signed by the Secretary, and shall be sealed with the seal of the Bank or shall bear a facsimile of such seal. Where blank certificates are in supply bearing the engraved or printed signature of a former officer or officers, the Board or Executive Committee may adopt and authorize the use of the same notwithstanding that such person may have ceased to be such officer at the time when the certificate shall be actually issued.

SECTION 5.3:

LOST OR DESTROYED CERTIFICATES

In case of loss or destruction of any certificate of stock, the holder or owner thereof shall give notice thereof to the division or department of the Bank then handling transfers of stock of the Bank, and if such holder or owner shall desire the issue of a new certificate in place of the one lost or destroyed, he/she shall make affidavit of such loss or

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AMSOUTH

AAB 200-5

ARTICLES OF ASSOCIATION

Section: BY-LAWS

Subject: Article V - Stock and Stock
Certificates

Date: January, 1994

SECTION 5.3
(Cont...):

destruction and deliver the same to the division or department of the Bank then handling transfers of stock of the Bank, and accompany the same with a bond, with security satisfactory to this Bank, to indemnify and save harmless this Bank against any loss, cost, or damage, in case the certificate reported lost or destroyed should thereafter be presented to this Bank, or arising out of the issue of such new certificate.

Page: 2

AMSOUTH

AAB 200-6

ARTICLES OF ASSOCIATION
AND BY-LAWS MANUAL

Section: BY-LAWS
(AMSOUTH BANK N.A.)
Subject: Article VI - Corporate Seal

Date: May, 1990

The common seal of this Bank shall be a circular die with the words "AmSouth Bank, National Association."

Page: 1

AMSOUTH

AAB 200-7

ARTICLES OF ASSOCIATION
AND BY-LAWS MANUAL

Section: BY-LAWS
(AMSOUTH BANK N.A.)
Subject: Article VII - Miscellaneous
Provisions

Date: January, 1994

SECTION 7.1:

FISCAL YEAR

The fiscal year of the Bank shall be the calendar year.

SECTION 7.2:

CONVEYANCES OF REAL ESTATE

All conveyances of real estate where the sales price is in such amount as may be fixed from time to time by resolution of the Board of Directors or Executive Committee, other than conveyances by the Bank in a fiduciary capacity, shall be authorized by the Board of Directors or Executive Committee. All other conveyances of real estate shall be made in accordance with policies adopted from time to time by the Management Committees of AmSouth Bancorporation. All conveyances of real estate shall be executed in the name of the Bank by any Executive Officer, or any Vice President and attested by the Secretary, or any Assistant Vice President or other officer of the Bank who is severally authorized to affix the corporate seal of the Bank thereto.

SECTION 7.3:

BANKING HOURS

The main office and the branches of this Bank shall be open for business on such days and during such hours as shall be determined from time to

time by any of the Executive Officers of the Bank, unless one of said days falls on one of the following holidays: New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or on such other days as may be authorized by law or by regulation of governmental authorities and approval by one (1) of the three (3) Executive Officers highest in order of authority.

For the purpose of allowing time to process items, prove balances, and make the necessary entries on the Bank's books to determine its position for the

Page: 1

AMSOUTH

AAB 200-7
ARTICLES OF ASSOCIATION Section: BY-LAWS
AND BY-LAWS MANUAL (AMSOUTH BANK N.A.)
Subject: Article VII - Miscellaneous
Provisions
Date: January, 1994

SECTION 7.3
(Cont...):

day, 2:00 p.m. is hereby fixed as a cut-off hour for the handling of money and items and the making of entries on the books of the Bank. Any item or deposit of money received on any day after such cut-off hour or after the close of the banking day shall be treated as received by the Bank at the opening of the next banking day.

All hours mentioned on this and the other sections of these by-laws shall be deemed to refer to Central Standard Time or Central Daylight Time, whichever may be applicable at the time.

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AMSOUTH

AAB 200-7
ARTICLES OF ASSOCIATION Section: BY-LAWS
AND BY-LAWS MANUAL (AMSOUTH BANK N.A.)
Subject: Article VIII - Amendments
Provisions
Date: May, 1990

These By-Laws may be changed or amended by the vote of a majority of the entire Board of Directors at any meeting, without previous notice.

Page: 1

NONE

CONSENT OF TRUSTEE

Pursuant to the requirements of Section 321 (b) of the Trust Indenture Act of 1939, in connection with the proposed issue of Subordinated Debt Securities of Protective Life Corporation., we hereby consent that reports of examinations by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon request therefor.

Dated March 25, 1994

AMSOUTH BANK, NATIONAL ASSOCIATION

BY T. FRANKLIN CALEY

 T. Franklin Caley
 Vice President and
 Corporate Trust Officer

Call Date: 12/31/93 ST-BK: 01-0320 FFIEC 031
 Page RC-1

Legal Title of Bank: AmSouth Bank N.A.
 Address: P.O. Box 11007
 City, State Zip: Birmingham, AL 35202
 FDIC Certificate No.: 0 2 7 8 2

Consolidated Report of Condition for Insured Commercial and State-Chartered Savings Banks for December 31, 1993

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC--Balance Sheet

<TABLE>
 <CAPTION>

	Dollar Amounts in Thousands	RCFD Bil Mil Thou	
<S>		<C>	<C>
ASSETS		////////////////////////////////	
1. Cash and balances due from depository institutions (from Schedule RC-A):		////////////////////////////////	
a. Noninterest-bearing balances and currency and coin(1)		0081 475,216	1.a.
b. Interest-bearing balances(2)		0071 0	1.b.
2. Securities (from Schedule RC-B)		0390 1,675,826	2.
3. Federal funds sold and securities purchased under agreements to resell in domestic offices of the bank and of its Edge and Agreement subsidiaries, and in IBFs:		////////////////////////////////	
a. Federal funds sold		0276 32,250	3.a.
b. Securities purchased under agreements to resell.		0277 93,361	3.b.
4. Loans and lease financing receivables:		////////////////////////////////	
a. Loans and leases, net of unearned income (from Schedule RC-C)	RCFD 2122 6,027,867	////////////////////////////////	4.a.
b. LESS: Allowance for loan and lease losses.	RCFD 3123 76,638	////////////////////////////////	4.b.

c. LESS: Allocated transfer risk reserve.	RCFD 3128	0	//////////	4.c.
d. Loans and leases, net of unearned income, allowance, and reserve (item 4.a minus 4.b and 4.c).		2125	5,951,229	4.d.
5. Assets held in trading accounts		2146	94,844	5.
6. Premises and fixed assets (including capitalized leases).		2145	135,657	6.
7. Other real estate owned (from Schedule RC-M).		2150	10,163	7.
8. Investments in unconsolidated subsidiaries and associated companies (from Schedule RC-M).		2130	13,418	8.
9. Customers' liability to this bank on acceptances outstanding.		2155	6,263	9.
10. Intangible assets (from Schedule RC-M).		2143	52,972	10.
11. Other assets (from Schedule RC-F)		2160	260,683	11.
12. Total assets (sum of items 1 through 11).		2170	8,801,882	12.

<FN>

- (1) Includes cash items in process of collection and unposted debits.
- (2) Includes time certificates of deposit not held in trading accounts.

</TABLE>

Call Date: 12/31/93 ST-BK: 01-0320 FFIEC 031
Page RC-2

Legal Title of Bank: AmSouth Bank N.A.
Address: P.O. Box 11007
City, State Zip: Birmingham, AL 35202
FDIC Certificate No.: 0 2 7 8 2

Schedule RC--Continued

<TABLE>
<CAPTION>

	Dollar Amounts in Thousands	///////// Bil Mil Thou	
<S>			<C>
LIABILITIES			<C>
13. Deposits:			
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, Part I).	RCFN 2200	6,521,107	13.a.
(1) Noninterest-bearing(1).	RCFN 6631	1,516,492	13.a.(1)
(2) Interest-bearing.	RCFN 6636	5,004,615	13.a.(2)
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, part II)	RCFN 2200	11,194	13.b.
(1) Noninterest bearing.	RCFN 6631	0	13.b.(1)
(2) Interest-bearing	RCFN 6636	11,194	13.b.(2)
14. Federal funds purchased and securities sold under agreements to repurchase domestic offices of the bank and of its Edge and Agreements subsidiaries, and in IBFs:			
a. Federal funds purchased.	RCFD 0278	381,443	14.a.
b. Securities sold under agreements to repurchase	RCFD 0279	445,956	14.b.
15. Demand notes issued to the U.S. Treasury.	RCFN 2840	300,000	15.
16. Other borrowed money.	RCFD 2850	226,263	16.
17. Mortgage indebtedness and obligations under capitalized losses.	RCFD 2910	180	17.
18. Bank's liability on acceptances executed and outstanding.	RCFD 2920	6,263	18.
19. Subordinated notes and debentures	RCFD 3200	0	19.
20. Other liabilities (from Schedule RC-G).	RCFD 2930	173,632	20.
21. Total liabilities (sum of items 13 through 20).	RCFD 2948	8,066,038	21.
22. Limited-life preferred stock and related surplus.	RCFD 3282	0	22.
EQUITY CAPITAL			
23. Perpetual preferred stock and related surplus	RCFD 3838	0	23.
24. Common stock.	RCFD 3230	16,050	24.
25. Surplus (exclude all surplus related to preferred stock).	RCFD 3839	267,562	25.
26. a. Undivided profits and capital reserves	RCFD 3632	452,232	26.a.
b. LESS: Net unrealized loss on marketable equity securities.	RCFD 0297	0	26.b.
27. Cumulative foreign currency translation adjustments	RCFD 3284	0	27.
28. Total equity capital (sum of items 23 through 27)	RCFD 3210	735,844	28.
29. Total liabilities, limited-life preferred stock, and equity capital (sum of items 21, 22 and 28.	RCFD 3300	8,801,882	29.

</TABLE>

<TABLE>
<CAPTION>

Memorandum

To be reported only with the March Report of Condition.

<S>		<C>	<C>	<C>
1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 1992	RCFD 6724		Number N/A	M.1.

</TABLE>

- 1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank
- 2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)
- 3 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)
- 4 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)
- 5 = Review of the bank's financial statements by external auditors
- 6 = Compilation of the bank's financial statements by external auditors
- 7 = Other audit procedures (excluding tax preparation work)
- 8 = No external audit work

- -----
(1) Includes total demand deposits and noninterest-bearing time and savings deposits.