

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K/A

CURRENT REPORT

Pursuant to Section 13 or 15(d) of  
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 7, 1996  
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Merrill Lynch & Co., Inc.  
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(Exact name of Registrant as specified in its charter)

Delaware ----- (State or other jurisdiction of incorporation)	1-7182 ----- (Commission File Number)	13-2740599 ----- (I.R.S. Employer Identification No.)
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World Financial Center, North Tower, New York, New York 10281-1220  
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(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (212) 449-1000  
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(Former name or former address, if changed since last report)

Item 5. Other Events  
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Exhibits are filed herewith in connection with Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 (File No. 33-65135) filed by Merrill Lynch & Co., Inc. (the "Company") with the Securities and Exchange Commission covering Senior Debt Securities, Subordinated Debt Securities and Warrants issuable under an indenture dated as of April 1, 1983 and restated as of April 1, 1987, as amended and supplemented as of May 1, 1996, by the Eighth Supplemental Indenture, between the Company and Chemical Bank (successor by merger to Manufacturers Hanover Trust Company) (collectively, the "Indenture"). The Company will offer 8,500,000 STRYPES 6% STRYPES Due June 1, 1999 Payable with Shares of Common Stock of Cox Communications, Inc. ("STRYPES"). The exhibits consist of the form of Underwriting Agreement, Registration Agreement, Indenture, STRYPES Certificate and STRYPES Agreement relating thereto.

Item 7. Financial Statements, Pro Forma Financial Information and Exhibits  
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EXHIBITS

- 1(a) - Underwriting Agreement among the Company, Cox Enterprises, Inc. and the Underwriter.
- 1(b) - Registration Agreement among the Company, Cox Enterprises, Inc., Cox Communications, Inc. and the Underwriter.
- 4(a) - Senior Indenture, dated as of April 1, 1983, as amended and restated, between the Company and Chemical Bank (successor by merger to Manufacturers Hanover Trust Company), incorporated herein by reference to Exhibit 99(c) to Registrant's Registration Statement on Form 8-A

dated July 20, 1992.

- 4(b) - Eighth Supplemental Indenture to the Senior Indenture between the Company and Chemical Bank (successor by merger to Manufacturers Hanover Trust Company).
- 4(c) - Certificate representing the STRYPES.
- 10 - STRYPES Agreement among the Company, Merrill Lynch Capital Services, Inc. and Cox Enterprises, Inc. relating to shares of Cox Common Stock.

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SIGNATURE

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

MERRILL LYNCH & CO., INC.

-----  
(Registrant)

By: /s/ Theresa Lang

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Theresa Lang  
Treasurer

Date: June 7, 1996

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SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

MERRILL LYNCH & CO., INC.

EXHIBITS TO CURRENT REPORT ON  
FORM 8-K/A DATED JUNE 7, 1996

COMMISSION FILE NUMBER 1-7182

EXHIBIT INDEX

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MERRILL LYNCH & CO., INC.

(a Delaware corporation)

UNDERWRITING AGREEMENT  
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Dated: May 22, 1996

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UNDERWRITING AGREEMENT  
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May 22, 1996

Merrill Lynch & Co.  
Merrill Lynch, Pierce, Fenner & Smith  
Incorporated  
North Tower  
World Financial Center  
New York, New York 10281-1209

Ladies and Gentlemen:

Merrill Lynch & Co., Inc., a Delaware corporation (the "Company"), and Cox Enterprises, Inc., a Delaware corporation ("CEI"), confirm their respective agreements with Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Underwriter") with respect to the issue and sale by the Company and the purchase by the Underwriter of an aggregate of 8,500,000 of the Company's Structured Yield Product Exchangeable for Stock/SM/, 6% STRYPES/SM/ Due June 1, 1999 (each, a "STRYPES") and with respect to the grant by the Company to the Underwriter of the option described in Section 2(b) hereof to purchase all or any part of 1,275,000 additional STRYPES to cover over-allotments, if any. The aforesaid 8,500,000 STRYPES (the "Initial Securities") to be purchased by the Underwriter and all or any part of the 1,275,000 STRYPES subject to the option described in Section 2(b) hereof (the "Option Securities") are hereinafter called, collectively, the "Securities." The Securities are to be issued pursuant to an indenture, dated as of April 1, 1983 and restated as of April 1, 1987, as amended and supplemented as of May 1, 1996 (the "Indenture"), between the Company and Chemical Bank (successor by merger to Manufacturers Hanover Trust Company), as trustee (the "Trustee").

/SM/ Service mark of Merrill Lynch & Co., Inc.

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The STRYPES will be payable at maturity or upon redemption by delivery of shares of Class A Common Stock, par value \$1.00 per share (the "Cox Common Stock"), of Cox Communications, Inc., a Delaware corporation ("Cox"), subject to the Company's option to deliver at maturity, in lieu of shares of Cox Common Stock, cash with an equal value. The Company, Cox and the Underwriter are concurrently entering into an agreement dated the date hereof (the "Registration Agreement") relating to the registration of shares of Cox Common Stock deliverable by the Company pursuant to the STRYPES.

The Company understands that the Underwriter proposes to make a public offering of the Securities as soon as the Underwriter deems advisable after this Agreement has been executed and delivered.

The Company has filed with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-3 (No. 33-65135) for the registration of debt securities, including the Securities, and warrants under the Securities Act of 1933, as amended (the "1933 Act"), and the offering thereof from time to time in accordance with Rule 415 of the rules and regulations of the Commission under the 1933 Act (the "1933 Act Regulations"), and the Company has filed post-effective amendment no. 1 thereto, including a preliminary prospectus and preliminary prospectus supplement relating to the offering of the Securities. Promptly after execution and delivery of this Agreement, the Company will either (i) prepare and file a prospectus and prospectus supplement in accordance with the provisions of Rule 430A ("Rule 430A") of the 1933 Act Regulations and paragraph (b) of Rule 424 ("Rule 424(b)") of the 1933 Act Regulations or (ii) if the Company has elected to rely upon Rule 434 ("Rule 434") of the 1933 Act Regulations, prepare and file a term sheet (an "ML&Co. Term Sheet") in accordance with the provisions of Rule 434 and Rule 424(b). The information included in such prospectus and prospectus supplement or in such ML&Co. Term Sheet, as the case may be, that was omitted from such registration statement (as so amended) at the time it became effective but that is deemed to be part of such registration statement (as so amended) at the time it became effective (i) pursuant to paragraph (b) of Rule 430A is referred to as "Rule 430A Information" or (ii) pursuant to paragraph (d) of Rule 434 is referred to as "Rule 434 Information." Any prospectus and prospectus supplement relating to the offering of the Securities used before such registration statement (as so amended) became effective, and any prospectus and prospectus supplement relating to the offering of the Securities that omitted, as applicable, the Rule 430A Information or the Rule 434 Information, that was used after such effectiveness and prior to the execution and delivery of this Agreement, in each case excluding any Cox preliminary prospectus (as defined below) attached as Appendix A thereto, are herein called, collectively, an "ML&Co. preliminary prospectus." Such registration statement (as so amended), including the exhibits thereto, the schedules thereto, if any, and the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act, at the time it became effective and including the Rule 430A Information and

the Rule 434 Information, as applicable, is herein called the "ML&Co. Registration Statement." Any registration statement filed by the Company pursuant to Rule 462(b) of the 1933 Act Regulations is herein referred to as the "ML&Co. Rule 462(b) Registration Statement," and after such filing the term "ML&Co. Registration Statement" shall include the ML&Co. Rule 462(b) Registration Statement. The final prospectus and final prospectus supplement relating to the offering of the Securities, including the documents

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incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act, but excluding any Cox Prospectus (as defined below) attached as Appendix A thereto, in the form first furnished to the Underwriter for use in connection with the offering of the Securities are collectively referred to herein as the "ML&Co. Prospectus." If Rule 434 is relied on, the term "ML&Co. Prospectus" shall refer to the ML&Co. preliminary prospectus dated May 8, 1996 together with the ML&Co. Term Sheet and all references in this Agreement to the date of the ML&Co. Prospectus shall mean the date of the ML&Co. Term Sheet. For purposes of this Agreement, all references to the ML&Co. Registration Statement, any ML&Co. preliminary prospectus, the ML&Co. Prospectus or any ML&Co. Term Sheet or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system ("EDGAR").

All references in this Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" in the ML&Co. Registration Statement, any ML&Co. preliminary prospectus or the ML&Co. Prospectus (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which is incorporated by reference in the ML&Co. Registration Statement, any ML&Co. preliminary prospectus or the ML&Co. Prospectus, as the case may be, and shall be deemed to exclude all financial statements and schedules and other information which is included or incorporated by reference in any Cox preliminary prospectus or the Cox Prospectus which is attached as Appendix A to any ML&Co. preliminary prospectus or the ML&Co. Prospectus; and all references in this Agreement to amendments or supplements to the ML&Co. Registration Statement, any ML&Co. preliminary prospectus or the ML&Co. Prospectus shall be deemed to mean and include the filing of any document under the Securities Exchange Act of 1934, as amended (the "1934 Act"), which is incorporated by reference in the ML&Co. Registration Statement, such ML&Co. preliminary prospectus or the ML&Co. Prospectus, as the case may be.

Cox has filed with the Commission a registration statement on Form S-3 (No. 333-03351) covering the registration of (i) the shares of Cox Common Stock deliverable at maturity or upon redemption of the Securities and (ii) 4,225,000 shares of Cox Common Stock (the "Pledged Shares") that may be pledged to and sold by or on behalf of the ML&Co. Subsidiary (as defined below) under the 1933 Act, including the related preliminary prospectus or prospectuses. Each prospectus used before such registration statement became effective is herein called a "Cox preliminary prospectus." Such registration statement, including the exhibits thereto, the schedules thereto, if any, and the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act, at the time it became effective, is herein called the "Cox Registration Statement." Any registration statement filed by Cox pursuant to Rule 462(b) of the 1933 Act Regulations is herein referred to as the "Cox Rule 462(b) Registration Statement," and after such filing the term "Cox Registration Statement" shall include the Cox Rule 462(b) Registration Statement. The final prospectus, including the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act, in the form first furnished to the Underwriter for use in connection with the offering of the Securities is herein called the "Cox Securities Prospectus." The prospectus, including the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act, in the form furnished from time to time to the ML&Co. Subsidiary for use in connection with the sale of the Pledged Shares is

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herein called the "Pledged Share Prospectus" and, together with the Cox Securities Prospectus, the "Cox Prospectus." For purposes of this Agreement, all references to the Cox Registration Statement, any Cox preliminary prospectus, the Cox Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to EDGAR.

All references in this Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" in the Cox Registration Statement, any Cox preliminary prospectus or the Cox Prospectus (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which is incorporated by reference in the Cox Registration Statement, any Cox preliminary prospectus or the Cox Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Cox Registration Statement, any Cox preliminary prospectus or the Cox Prospectus shall be deemed to mean and include the filing of any document under the 1934 Act which is incorporated by reference in the Cox Registration Statement, such Cox preliminary prospectus or the Cox

Prospectus, as the case may be.

Prior to the closing under this Agreement, the Company, Merrill Lynch Capital Services, Inc., a wholly-owned subsidiary of the Company (the "ML&Co. Subsidiary"), and CEI will enter into a contract (the "STRYPES Agreement") pursuant to which CEI will be obligated to deliver to the ML&Co. Subsidiary, immediately prior to the maturity date or date of redemption of the Securities, a number of shares of Cox Common Stock equal to the number required by the Company to pay and discharge or redeem all of the Securities, subject to CEI's option, exercisable in its sole discretion, to satisfy its obligation under the STRYPES Agreement by delivering immediately prior to the maturity date a specified amount of cash in lieu of such shares. Under the STRYPES Agreement, the Company has agreed to pay and discharge the STRYPES by delivering to the holders thereof at maturity the form of consideration that the ML&Co. Subsidiary receives from CEI.

SECTION 1. Representations and Warranties.  
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(a) Representations and Warranties by the Company. The Company represents and warrants to the Underwriter as of the date hereof, as of the Closing Time referred to in Section 2(c) hereof, and as of each Date of Delivery (if any) referred to in Section 2(b) hereof, and agrees with the Underwriter, as follows:

(i) Compliance with Registration Requirements. The Company meets  
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the requirements for use of Form S-3 under the 1933 Act. Each of the ML&Co. Registration Statement and any ML&Co. Rule 462(b) Registration Statement has become effective under the 1933 Act and no stop order suspending the effectiveness of the ML&Co. Registration Statement or any ML&Co. Rule 462(b) Registration Statement has been issued under the 1933 Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission, and any request on the part of the Commission for additional information has been complied with.

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At the respective times the ML&Co. Registration Statement, any ML&Co. Rule 462(b) Registration Statement and any post-effective amendments thereto became effective and at the Closing Time (and, if any Option Securities are purchased, at the Date of Delivery), the ML&Co. Registration Statement, the ML&Co. Rule 462(b) Registration Statement and any amendments and supplements thereto complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations and the Trust Indenture Act of 1939, as amended (the "1939 Act"), and the rules and regulations of the Commission under the 1939 Act (the "1939 Act Regulations"), and did not 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. Neither the ML&Co. Prospectus nor any amendments or supplements thereto, at the time the ML&Co. Prospectus or any such amendment or supplement was issued and at the Closing Time (and, if any Option Securities are purchased, at the Date of Delivery), included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. If Rule 434 is used, the Company will comply with the requirements of Rule 434. The representations and warranties in this subsection shall not apply to (A) statements in or omissions from the ML&Co. Registration Statement or ML&Co. Prospectus made in reliance upon and in conformity with information furnished to the Company in writing by the Underwriter expressly for use in the ML&Co. Registration Statement or ML&Co. Prospectus or (B) that part of the ML&Co. Registration Statement that constitutes the Statement of Eligibility on Form T-1 (the "Form T-1") under the 1939 Act of the Trustee.

Each ML&Co. preliminary prospectus and the prospectus relating to the offering of the Securities filed as part of the ML&Co. Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the 1933 Act, complied when so filed in all material respects with the 1933 Act Regulations and, if applicable, each ML&Co. preliminary prospectus and the ML&Co. Prospectus delivered to the Underwriter for use in connection with this offering was identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(ii) Incorporated Documents. The documents incorporated or deemed  
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to be incorporated by reference in the ML&Co. Registration Statement and the ML&Co. Prospectus, when they became effective or at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations or the 1934 Act and the rules and regulations of the Commission thereunder (the "1934 Act Regulations"), as applicable, and, when read

together with the other information in the ML&Co. Prospectus, at the time the ML&Co. Registration Statement became effective, at the time the ML&Co. Prospectus was issued and at the Closing Time (and, if any Option Securities are purchased, at the Date of Delivery), did not 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.

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(iii) Independent Accountants. The accountants who certified the

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financial statements and supporting schedules included in the ML&Co. Registration Statement are independent public accountants as required by the 1933 Act and the 1933 Act Regulations.

(iv) Financial Statements. The financial statements included in

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the ML&Co. Registration Statement and the ML&Co. Prospectus, together with the related schedules and notes, present fairly the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its consolidated subsidiaries for the periods specified; said financial statements have been prepared in conformity with generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved. The supporting schedules, if any, included in the ML&Co. Registration Statement present fairly in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information included in the ML&Co. Prospectus present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included in the ML&Co. Registration Statement.

(v) No Material Adverse Change in Business. Since the respective

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dates as of which information is given in the ML&Co. Registration Statement and the ML&Co. Prospectus, except as otherwise stated therein, (A) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a "Material Adverse Effect"), (B) there have been no transactions entered into by the Company or any of its subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its subsidiaries considered as one enterprise, and (C) except for regular quarterly dividends on its outstanding common stock and regular dividends on its outstanding preferred stock in amounts per share that are consistent with past practice, there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(vi) Good Standing of the Company. The Company has been duly

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organized and is validly existing as a corporation in good standing under the laws of the State of Delaware and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the ML&Co. Prospectus and to enter into and perform its obligations under this Agreement, the Indenture and the STRYPES Agreement; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

(vii) Good Standing of Subsidiaries. Each subsidiary of the

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Company which is a "significant subsidiary" as defined in Rule 1-02 of Regulation S-X under the 1933 Act (each a "Subsidiary" and, collectively, the "Subsidiaries") has been duly organized and is

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validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the ML&Co. Prospectus and is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect; except as otherwise disclosed in the ML&Co. Registration Statement, all of the issued and outstanding capital stock of each such Subsidiary has been duly authorized and validly issued and is fully paid and non-assessable and is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity; and none of the outstanding



shares of capital stock of any Subsidiary was issued in violation of the preemptive or similar rights of any securityholder of such Subsidiary. The only subsidiaries of the Company are (A) the subsidiaries listed in Exhibit 21 to the Annual Report on Form 10-K of the Company filed with the Commission under Section 13 of the 1934 Act for the fiscal year ended December 29, 1995 and (B) certain other subsidiaries which, considered in the aggregate as a single subsidiary, do not constitute a "significant subsidiary" as defined in Rule 1-02 of Regulation S-X under the 1933 Act.

(viii) Authorization of Agreement. This Agreement has been duly  
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authorized, executed and delivered by the Company.

(ix) Authorization of the Indenture. The Indenture has been duly  
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authorized by the Company, duly qualified under the 1939 Act and duly executed and delivered by the Company and (assuming the due authorization, execution and delivery by the Trustee) will constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(x) Authorization of the Securities. The Securities have been duly  
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authorized by the Company for issuance and sale to the Underwriter pursuant to this Agreement and, at the Closing Time, will have been duly executed by the Company and, when authenticated by the Trustee in the manner provided for in the Indenture and delivered against payment of the purchase price therefor as provided in this Agreement, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), and will be in the form contemplated by, and entitled to the benefits of, the Indenture.

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(xi) Authorization of the STRYPES Agreement. The STRYPES Agreement has  
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been duly authorized by the Company and the ML&Co. Subsidiary and, at the Closing Time, will have been duly executed and delivered by the Company and the ML&Co. Subsidiary and (assuming the due authorization, execution and delivery by CEI) will constitute a valid and binding agreement of the Company and the ML&Co. Subsidiary, enforceable against the Company and the ML&Co. Subsidiary in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(xii) Description of Securities, Indenture and STRYPES Agreement.  
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The Securities, the Indenture and the STRYPES Agreement will conform in all material respects to the respective statements relating thereto contained in the ML&Co. Prospectus and will be in substantially the respective forms filed or incorporated by reference, as the case may be, as exhibits to the ML&Co. Registration Statement.

(xiii) Absence of Defaults and Conflicts. Neither the Company nor  
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any of its subsidiaries is in violation of its charter or by-laws or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any subsidiary is subject (collectively, "Agreements and Instruments") except for such defaults that would not result in a Material Adverse Effect; and (A) the execution, delivery and performance by the Company of this Agreement, the Indenture, the Securities and the STRYPES Agreement and the consummation of the transactions contemplated herein, therein and in the ML&Co. Registration Statement (including the issuance and sale of the Securities and the delivery of shares of Cox Common Stock pursuant thereto and the use of the proceeds from the sale of the Securities as described in the ML&Co. Prospectus under

the caption "Supplemental Use of Proceeds") and compliance by the Company with its obligations hereunder and under the Indenture, the Securities and the STRYPES Agreement and (B) the execution, delivery and performance by the ML&Co. Subsidiary of the STRYPES Agreement and the consummation of the transactions contemplated therein and compliance by the ML&Co. Subsidiary with its obligations under the STRYPES Agreement have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any subsidiary pursuant to, the Agreements and Instruments (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or by-laws of the Company or any subsidiary or, to the best of the Company's knowledge, any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government,

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government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any subsidiary or any of their assets, properties or operations. As used herein, a "Repayment Event" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness of the Company or any subsidiary (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any subsidiary.

(xiv) Absence of Labor Dispute. No labor dispute with the  
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employees of the Company or any subsidiary exists or, to the knowledge of the Company, is imminent which may reasonably be expected to result in a Material Adverse Effect.

(xv) Absence of Proceedings. There is no action, suit, proceeding,  
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inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened, against or affecting the Company or any subsidiary, which is required to be disclosed in the ML&Co. Registration Statement (other than as disclosed therein), or which, individually or in the aggregate, might reasonably be expected to result in a Material Adverse Effect, or which, individually or in the aggregate, might reasonably be expected to materially and adversely affect the properties or assets thereof or the consummation of the transactions contemplated in this Agreement, the Indenture or the STRYPES Agreement (including the issuance and sale of the Securities and the delivery of shares of Cox Common Stock pursuant thereto) or the performance by the Company of its obligations hereunder or thereunder or the performance by the ML&Co. Subsidiary of its obligations under the STRYPES Agreement; the aggregate of all pending legal or governmental proceedings to which the Company or any subsidiary is a party or of which any of their respective property or assets is the subject which are not described in the ML&Co. Registration Statement, including ordinary routine litigation incidental to the business, could not reasonably be expected to result in a Material Adverse Effect.

(xvi) Exhibits. There are no contracts or documents which are of a  
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character required to be described in the ML&Co. Registration Statement, the ML&Co. Prospectus or the documents incorporated by reference therein or to be filed as exhibits thereto which have not been so described or filed as required.

(xvii) Possession of Intellectual Property. The Company and its  
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subsidiaries own or possess, or can acquire on reasonable terms, adequate trademarks, service marks, trade names and other intellectual property (collectively, "Intellectual Property") necessary to carry on the business now operated by them, and neither the Company nor any of its subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Company or any of its subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, singly or in the aggregate, would result in a Material Adverse Effect.

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(xviii) Absence of Further Requirements. No filing with, or  
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authorization, approval, consent, license, order, registration,

qualification or decree of, any court or governmental authority or agency is necessary or required (A) for the performance by the Company of its obligations under this Agreement or the STRYPES Agreement or the consummation by the Company of the transactions contemplated herein or therein (including the issuance and sale of the Securities and the delivery of shares of Cox Common Stock pursuant thereto) or for the due execution, delivery or performance of the Indenture by the Company or (B) for the performance by the ML&Co. Subsidiary of its obligations under the STRYPES Agreement or the consummation by the ML&Co. Subsidiary of the transactions contemplated therein, except, in each case, such as have been already obtained or as may be required under the 1933 Act or the 1933 Act Regulations or state securities laws and except for the qualification of the Indenture under the 1939 Act.

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

(xx) Title to Property. The Company and its subsidiaries have good  
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and marketable title to all real property owned by the Company and its subsidiaries and good title to all other properties owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (A) are described in the ML&Co. Prospectus or (B) do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or any of its subsidiaries; and all of the leases and subleases material to the business of the Company and its subsidiaries, considered as one enterprise, and under which the Company or any of its subsidiaries holds properties described in the ML&Co. Prospectus, are in full force and effect, and neither the Company nor any subsidiary has any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

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(xxi) Compliance with Cuba Act. The Company has complied with, and  
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is and will be in compliance with, the provisions of that certain Florida act relating to disclosure of doing business with Cuba, codified as Section 517.075 of the Florida statutes, and the rules and regulation thereunder (collectively, the "Cuba Act") or is exempt therefrom.

(b) Representations and Warranties by CEI. CEI represents and warrants to each of the Company and the Underwriter as of the date hereof, as of the Closing Time referred to in Section 2(c) hereof, and as of each Date of Delivery (if any) referred to in Section 2(b) hereof, and agrees with each of the Company and the Underwriter, as follows:

(i) Good Standing of CEI. CEI has been duly organized and is  
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validly existing as a corporation in good standing under the laws of the State of Delaware and has corporate power and authority to enter into and perform its obligations under this Agreement and the STRYPES Agreement.

(ii) Delivery of Cox Common Stock. At the date hereof, Cox  
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Holdings, Inc., a Delaware corporation and wholly-owned subsidiary of CEI, is the sole registered owner of and has all rights in and to at least 14,000,000 shares of Cox Common Stock, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity. If immediately prior to maturity or redemption of the Securities CEI delivers to the ML&Co. Subsidiary shares of Cox Common Stock pursuant to the STRYPES Agreement, upon delivery by CEI to the ML&Co. Subsidiary of such shares of Cox Common Stock pursuant to the STRYPES Agreement, the ML&Co. Subsidiary will be the sole registered owner of the shares of Cox Common Stock so delivered and, assuming the ML&Co. Subsidiary purchased for value in good

faith and without notice of any adverse claim, the ML&Co. Subsidiary will have acquired all rights in and to such shares of Cox Common Stock, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity. The delivery of shares of Cox Common Stock to the ML&Co. Subsidiary at maturity or upon redemption of the Securities in accordance with the STRYPES Agreement is not, and at the time of delivery of such shares will not be, subject to any right of first refusal or similar rights of any person pursuant to any contract to which CEI or any of its subsidiaries is a party or by which any of them is bound.

(iii) Authorization of Agreement. This Agreement has been duly  
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authorized, executed and delivered by CEI.

(iv) Authorization of the STRYPES Agreement. The STRYPES Agreement  
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has been duly authorized by CEI and, at the Closing Time, will have been duly executed and delivered by CEI and (assuming the due authorization, execution and delivery by the Company and the ML&Co. Subsidiary) will constitute a valid and binding agreement of CEI, enforceable against CEI in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law). Amounts received by CEI at Closing Time and at each

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Date of Delivery, if any, pursuant to the STRYPES Agreement will not be used by CEI for the purpose, whether immediate, incidental or ultimate, of buying or carrying a margin stock, as such terms are defined in Regulation G promulgated by the Board of Governors of the Federal Reserve System.

(v) Absence of Defaults and Conflicts. The execution, delivery and  
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performance by CEI of this Agreement and the STRYPES Agreement and the consummation by CEI of the transactions contemplated herein and therein and compliance by CEI with its obligations hereunder and thereunder have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or CEI Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of CEI or any of its subsidiaries pursuant to, any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument to which CEI or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of CEI or any of its subsidiaries is subject (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not, singly or in the aggregate, materially and adversely affect the ability of CEI to perform its obligations under this Agreement or the STRYPES Agreement), nor will such action result in any violation of the provisions of the charter or by-laws of CEI or any of its subsidiaries, or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over CEI or any of its subsidiaries or any of their assets, properties or operations (except for such violations that would not, singly or in the aggregate, materially and adversely affect the ability of CEI to perform its obligations under this Agreement or the STRYPES Agreement). As used herein, a "CEI Repayment Event" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by CEI or any of its subsidiaries.

(vi) Absence of Further Requirements. No filing with, or  
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authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the execution, delivery or performance by CEI of this Agreement or the STRYPES Agreement or the consummation by CEI of the transactions contemplated by this Agreement or the STRYPES Agreement, except such as have been already obtained or as may be required under the 1933 Act or the 1933 Act Regulations or state securities laws.

(vii) Cox Registration Statement and Prospectus. CEI is familiar  
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with the representations and warranties of Cox contained in Section 1(a) of the Registration Agreement and the information included or incorporated by reference in the Cox Registration Statement and the Cox Prospectus and has no reason to believe that (A) the representations and warranties of Cox contained in Section 1(a) of the Registration Agreement are not true and correct, (B) the Cox Registration Statement, any Cox Rule

462(b) Registration Statement or any post-effective amendments thereto, at the respective times the Cox Registration Statement, any Cox Rule 462(b) Registration Statement or any post-effective amendments thereto became effective, 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 (C) the Cox Prospectus or any amendment or supplement thereto, at the time the Cox Prospectus was issued, at the time any such amended or supplemented prospectus was issued or at the Closing Time (and, if any Option Securities are purchased, at the Date of Delivery), included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) Officer's Certificates. Any certificate signed by any officer of the Company or any of its subsidiaries delivered to the Underwriter shall be deemed a representation and warranty by the Company to the Underwriter as to the matters covered thereby. Any certificate signed by any officer of CEI or any of its subsidiaries delivered to the Underwriter or the Company shall be deemed a representation and warranty by CEI to the Underwriter or the Company, as the case may be, as to the matters covered thereby.

## SECTION 2. Sale and Delivery to Underwriter; Closing.

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(a) Initial Securities. On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company agrees to sell to the Underwriter, and the Underwriter agrees to purchase from the Company, at the price per STRYPES set forth in Schedule A, the Initial Securities.

(b) Option Securities. In addition, on the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company hereby grants an option to the Underwriter to purchase up to an additional 1,275,000 STRYPES at the price per STRYPES set forth in Schedule A. The option hereby granted will expire 30 days after the date hereof and may be exercised in whole or in part from time to time only for the purpose of covering over-allotments which may be made in connection with the offering and distribution of the Initial Securities upon notice by the Underwriter to the Company setting forth the number of Option Securities as to which the Underwriter is then exercising the option and the time and date of payment and delivery for such Option Securities. Any such time and date of delivery (a "Date of Delivery") shall be determined by the Underwriter, but shall not be later than seven full business days after the exercise of said option, nor in any event prior to the Closing Time, as hereinafter defined.

(c) Payment. Payment of the purchase price for, and delivery of certificates for, the Initial Securities shall be made at the offices of Brown & Wood, One World Trade Center, New York, New York 10048, or at such other place as shall be agreed upon by the Underwriter and the Company, at 10:00 A.M. (Eastern time) on the third (fourth, if the pricing occurs after 4:30 P.M. (Eastern time) on any given day) business day after the date hereof, or such other time not later than ten business days after such date as shall be agreed upon by the Underwriter and the Company (such time and date of payment and delivery being herein called "Closing Time").

In addition, in the event that any or all of the Option Securities are purchased by the Underwriter, payment of the purchase price for, and delivery of certificates for, such Option Securities shall be made at the above-mentioned offices, or at such other place as shall be agreed upon by the Underwriter and the Company, on each Date of Delivery as specified in the notice from the Underwriter to the Company.

Payment shall be made to the Company by wire transfer of immediately available funds to a bank account designated by the Company, against delivery to the Underwriter of certificates for the Securities to be purchased by it.

(d) Denominations; Registration. Certificates for the Initial Securities and the Option Securities, if any, shall be in such denominations and registered in such names as the Underwriter may request in writing at least one full business day before the Closing Time or the relevant Date of Delivery, as the case may be. The certificates for the Initial Securities and the Option Securities, if any, will be made available for examination and packaging by the Underwriter in The City of New York not later than 10:00 A.M. (Eastern time) on the business day prior to the Closing Time or the relevant Date of Delivery, as the case may be.

## SECTION 3. Covenants.

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(a) Covenants of the Company. The Company covenants with the Underwriter as follows:

(i) Compliance with Securities Regulations and Commission Requests.

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The Company, subject to Section 3(a)(ii), will comply with the requirements of Rule 430A or Rule 434, as applicable, and will notify the Underwriter immediately, and confirm the notice in writing, (A) when any post-effective amendment to the ML&Co. Registration Statement shall become effective, or any supplement to the ML&Co. Prospectus or any amended ML&Co. Prospectus shall have been filed, (B) of the receipt of any comments from the Commission, (C) of any request by the Commission for any amendment to the ML&Co. Registration Statement or any amendment or supplement to the ML&Co. Prospectus or for additional information, and (D) of the issuance by the Commission of any stop order suspending the effectiveness of the ML&Co. Registration Statement or of any order preventing or suspending the use of any ML&Co. preliminary prospectus, or of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes. The Company will promptly effect the filings necessary pursuant to Rule 424(b) and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will use its best efforts to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible moment.

(ii) Filing of Amendments. The Company will give the Underwriter

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notice of its intention to file or prepare any amendment to the ML&Co. Registration Statement (including any filing under Rule 462(b)), any ML&Co. Term Sheet or any amendment, supplement or revision to either the prospectus relating to the offering of the Securities

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included in the ML&Co. Registration Statement at the time it became effective or to the ML&Co. Prospectus, whether pursuant to the 1933 Act, the 1934 Act or otherwise, will furnish the Underwriter with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file or use any such document to which the Underwriter or counsel for the Underwriter shall reasonably object.

(iii) Delivery of ML&Co. Registration Statements. The Company has

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furnished or will deliver to the Underwriter, without charge, and to CEI and counsel for CEI signed copies of the ML&Co. Registration Statement as originally filed and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein) and signed copies of all consents and certificates of experts. If applicable, the copies of the ML&Co. Registration Statement and each amendment thereto furnished to the Underwriter and CEI will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(iv) Delivery of ML&Co. Prospectuses. The Company has delivered to

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the Underwriter, without charge, as many copies of each ML&Co. preliminary prospectus as the Underwriter reasonably requested, and the Company hereby consents to the use of such copies for purposes permitted by the 1933 Act. The Company will furnish to the Underwriter, without charge, during the period when the ML&Co. Prospectus is required to be delivered under the 1933 Act or the 1934 Act, such number of copies of the ML&Co. Prospectus (as amended or supplemented) as the Underwriter may reasonably request. If applicable, the ML&Co. Prospectus and any amendments or supplements thereto furnished to the Underwriter will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(v) Continued Compliance with Securities Laws. The Company will

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comply with the 1933 Act and the 1933 Act Regulations and the 1934 Act and the 1934 Act Regulations so as to permit the completion of the distribution of the Securities as contemplated in this Agreement and in the ML&Co. Prospectus. If at any time when a prospectus is required by the 1933 Act to be delivered in connection with sales of the Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the reasonable opinion of counsel for the Underwriter or for the Company, to amend the ML&Co. Registration Statement or amend or supplement the ML&Co. Prospectus in order that the ML&Co. Prospectus will not include any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the

circumstances existing at the time it is delivered to a purchaser, or if it shall be necessary, in the reasonable opinion of either such counsel, at any such time to amend the ML&Co. Registration Statement or amend or supplement the ML&Co. Prospectus in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly prepare and file with the Commission, subject to Section 3(a)(ii), such amendment or supplement as may be necessary to correct such statement or omission or to make the ML&Co. Registration Statement or the ML&Co. Prospectus comply with such requirements, and the Company will furnish to the

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Underwriter such number of copies of such amendment or supplement as the Underwriter may reasonably request.

(vi) Blue Sky Qualifications. The Company will use its best

efforts, in cooperation with the Underwriter, to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions of the United States as the Underwriter may designate and to maintain such qualifications in effect for a period of not less than one year from the later of the effective date of the ML&Co. Registration Statement and any ML&Co. Rule 462(b) Registration Statement; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject. In each jurisdiction in which the Securities have been so qualified, the Company will file such statements and reports as may be required by the laws of such jurisdiction to continue such qualification in effect for a period of not less than one year from the effective date of the ML&Co. Registration Statement and any ML&Co. Rule 462(b) Registration Statement.

(vii) Rule 158. The Company will timely file such reports pursuant

to the 1934 Act as are necessary in order to make generally available to its securityholders as soon as practicable an earnings statement for the purposes of, and to provide the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(viii) Use of Proceeds. The Company will use the net proceeds

received by it from the sale of the Securities in the manner specified in the ML&Co. Prospectus under "Supplemental Use of Proceeds."

(ix) Listing. The Company will use its best efforts to effect the

listing of the Securities on the New York Stock Exchange.

(x) Reporting Requirements. The Company, during the period when the

ML&Co. Prospectus is required to be delivered under the 1933 Act or the 1934 Act, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and the 1934 Act Regulations.

(b) Covenants of CEI.

(i) Restriction on Sale of Securities. During a period of 120 days

from the date of this Agreement, CEI will not, without the prior written consent of the Underwriter, (x) offer, sell, contract to sell or otherwise dispose of, directly or indirectly, any shares of Cox Common Stock, securities convertible into, exchangeable for or repayable with shares of Cox Common Stock, or rights or warrants to acquire shares of Cox Common Stock, or (y) cause to be filed any registration statement under the 1933 Act with respect to any shares of Cox Common Stock, securities convertible into, exchangeable for or repayable with shares of Cox Common Stock, or rights or warrants to acquire shares of Cox Common Stock. The foregoing sentence shall not apply to (A) options to purchase

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shares of Cox Common Stock granted pursuant to employee benefit plans of CEI existing at the date of this Agreement; or (B) shares of Cox Common Stock issued upon exercise of options outstanding at the date of this Agreement; or (C) any transfer of shares of Cox Common Stock to an affiliate (as such term is defined in Rule 405 promulgated under the 1933 Act) or affiliates of CEI, provided, however, that in any such case it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such shares of Cox Common Stock subject to the foregoing restrictions and that there shall be no further transfer of such securities except in accordance

therewith.

(ii) Purpose Statement. At or prior to Closing Time, CEI will

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deliver to the ML&Co. Subsidiary a duly executed purpose statement on Form F. R. G-3 of the Board of Governors of the Federal Reserve System.

SECTION 4. Payment of Expenses. (a) Expenses Payable by the Company.

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The Company will pay all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation, printing and filing of the ML&Co. Registration Statement (including financial statements and exhibits) as originally filed and of each amendment thereto, (ii) the preparation, printing and delivery to the Underwriter of this Agreement, the Indenture, the STRYPES Agreement and such other documents as may be required in connection with the offering, purchase, sale, issuance or delivery of the Securities, (iii) the preparation, issuance and delivery of the certificates for the Securities to the Underwriter, (iv) the fees and disbursements of the Company's counsel, accountants and other advisors, (v) the qualification of the Securities under securities laws in accordance with the provisions of Section 3(a)(vi) hereof, including filing fees and the reasonable fees and disbursements of the Company's counsel in connection therewith and in connection with the preparation of the Blue Sky Survey and any supplement thereto, (vi) the printing and delivery to the Underwriter of copies of each ML&Co. preliminary prospectus, any ML&Co. Term Sheets and of the ML&Co. Prospectus and any amendments or supplements thereto, (vii) the preparation, printing and delivery to the Underwriter of copies of the Blue Sky Survey and any supplement thereto, (viii) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Securities, (ix) any fees payable in connection with the rating of the Securities, (x) the filing fees incident to, and the reasonable fees and disbursements of counsel to the Underwriter in connection with, the review by the National Association of Securities Dealers, Inc. (the "NASD") of the terms of the sale of the Securities and (xi) the fees and expenses incurred in connection with the listing of the Securities on the New York Stock Exchange.

(b) Expenses Payable by CEI. CEI will pay all expenses incident to the performance of its obligations under this Agreement, including the fees and disbursements of CEI's counsel and advisors.

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

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SECTION 5. Conditions.

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(a) Conditions of Underwriter's Obligations. The obligations of the Underwriter hereunder are subject to the accuracy of the representations and warranties of the Company and CEI contained in Sections 1(a) and 1(b) hereof, respectively, to the accuracy of the representations and warranties of Cox contained in the Registration Agreement, to the accuracy of the statements in certificates of any officer of the Company, Cox or CEI delivered pursuant to the provisions hereof, to the performance by the Company and CEI of their respective covenants and other obligations hereunder, to the performance by Cox of its covenants and other obligations under the Registration Agreement, and to the following further conditions:

(1) Effectiveness of ML&Co. Registration Statement. The ML&Co.

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Registration Statement, including any ML&Co. Rule 462(b) Registration Statement, has become effective and at Closing Time no stop order suspending the effectiveness of the ML&Co. Registration Statement shall have been issued under the 1933 Act or proceedings therefor initiated or threatened by the Commission, and any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the Underwriter. A prospectus containing the Rule 430A Information shall have been filed with the Commission in accordance with Rule 424(b) (or a post-effective amendment providing such information shall have been filed and declared effective in accordance with the requirements of Rule 430A) or, if the Company has elected to rely upon Rule 434, an ML&Co. Term Sheet shall have been filed with the Commission in accordance with Rule 424(b).

(2) Effectiveness of Cox Registration Statement. The Cox

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Registration Statement, including any Cox Rule 462(b) Registration Statement, has become effective and at Closing Time no stop order suspending the effectiveness of the Cox Registration Statement shall have been issued under the 1933 Act or proceedings therefor initiated or threatened by the Commission, and any request on the part of the Commission



for additional information shall have been complied with to the reasonable satisfaction of counsel to the Underwriter.

(3) Opinion of Counsel for the Company. At Closing Time, the  
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Underwriter shall have received the favorable opinion, dated as of Closing Time, of Brown & Wood, counsel for the Company, in form and substance satisfactory to the Underwriter, to the effect set forth in Exhibit A hereto and to such further effect as the Underwriter may reasonably request.

(4) Opinion of Counsel for Cox and CEI. At Closing Time, the  
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Underwriter shall have received the favorable opinion, dated as of Closing Time, of Dow, Lohnes & Albertson, counsel for Cox and CEI, in form and substance satisfactory to the Underwriter, to the effect set forth in Exhibit B hereto and to such further effect as the Underwriter may reasonably request.

(5) Company Officers' Certificate. At Closing Time, there shall not  
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have been, since the date hereof or since the respective dates as of which information is given in the

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ML&Co. Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, and the Underwriter shall have received a certificate of the President or a Vice President of the Company and of the chief financial or chief accounting officer of the Company, dated as of Closing Time, to the effect that (i) there has been no such material adverse change, (ii) the representations and warranties in Section 1(a) hereof are true and correct with the same force and effect as though expressly made at and as of Closing Time, (iii) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to Closing Time, and (iv) no stop order suspending the effectiveness of the ML&Co. Registration Statement has been issued and no proceedings for that purpose have been instituted or are pending or are contemplated by the Commission.

(6) Cox Officers' Certificate. At Closing Time, there shall not  
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have been, since the date hereof or since the respective dates as of which information is given in the Cox Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of Cox and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, and the Underwriter shall have received a certificate of the President or a Vice President of Cox and of the chief financial or chief accounting officer of Cox, dated as of Closing Time, in which such officers, without incurring personal liability, shall state that (i) there has been no such material adverse change, (ii) the representations and warranties of Cox contained in Section 1(a) of the Registration Agreement are true and correct with the same force and effect as though expressly made at and as of Closing Time, (iii) Cox has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to Closing Time pursuant to the Registration Agreement, and (iv) no stop order suspending the effectiveness of the Cox Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the best of their knowledge, are pending or are contemplated by the Commission.

(7) CEI Officer's Certificate. At Closing Time, the Underwriter  
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shall have received a certificate of the President or a Vice President of CEI, dated as of Closing Time, in which such officer, without incurring personal liability, shall state that (i) the representations and warranties of CEI contained in Section 1(b) hereof are true and correct with the same force and effect as though expressly made at and as of Closing Time and (ii) CEI has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to Closing Time.

(8) Company Accountant's Comfort Letter. At the time of the  
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execution of this Agreement, the Underwriter shall have received from Deloitte & Touche LLP a letter dated such date, in form and substance satisfactory to the Underwriter, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the ML&Co. Registration Statement and the ML&Co. Prospectus.

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(9) Cox Accountant's Comfort Letters. At the time of the execution of this

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Agreement, the Underwriter shall have received from each of Deloitte & Touche LLP and Ernst & Young LLP a letter dated such date, in form and substance satisfactory to the Underwriter, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Cox Registration Statement and the Cox Prospectus.

(10) Company Bring-down Comfort Letter. At Closing Time, the

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Underwriter shall have received from Deloitte & Touche LLP a letter, dated as of Closing Time, to the effect that they reaffirm the statements made in the letter furnished by them pursuant to Section 5(a)(8) hereof, except that the "specified date" referred to shall be a date not more than three business days prior to Closing Time.

(11) Cox Bring-down Comfort Letter. At Closing Time, the

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Underwriter shall have received from Deloitte & Touche LLP a letter, dated as of Closing Time, to the effect that they reaffirm the statements made in the letter furnished by them pursuant to Section 5(a)(9) hereof, except that the "specified date" referred to shall be a date not more than three business days prior to Closing Time.

(12) Maintenance of Rating. Since the date of this Agreement, there

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shall not have occurred a downgrading in the rating assigned to any of the Company's securities by any "nationally recognized statistical rating agency", as that term is defined by the Commission for purposes of Rule 436(g)(2) under the 1933 Act, and no such organization shall have publicly announced that it has under surveillance or review its rating of any of the Company's securities.

(13) Approval of Listing. At Closing Time, the Securities shall

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have been approved for listing on the New York Stock Exchange, subject only to official notice of issuance.

(14) No Objection. The NASD shall not have raised any objection

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with respect to the fairness and reasonableness of the underwriting terms and arrangements.

(15) Lock-up Agreements. At the date of this Agreement, the

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Underwriter shall have received an agreement substantially in the form of Exhibit C hereto signed by each of the persons and entities listed on Schedule B hereto.

(16) Conditions to Purchase of Option Securities. In the event that

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the Underwriter exercises its option provided in Section 2(b) hereof to purchase all or any portion of the Option Securities, the representations and warranties of the Company and CEI contained herein, the representations and warranties of Cox contained in the Registration Agreement and the statements in any certificates furnished by the Company, Cox or CEI hereunder shall be true and correct as of each Date of Delivery and, at the relevant Date of Delivery, the Underwriter shall have received:

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(A) Company Officers' Certificate. A certificate, dated such Date of Delivery, of the President or a Vice President of the Company and of the chief financial or chief accounting officer of the Company confirming that the certificate delivered at Closing Time pursuant to Section 5(a)(5) hereof is true and correct as of such Date of Delivery.

(B) Cox Officers' Certificate. A certificate, dated such Date of Delivery, of the President or a Vice President of Cox and of the chief financial or chief accounting officer of Cox confirming that the certificate delivered at Closing Time pursuant to Section 5(a)(6) hereof is true and correct as of such Date of Delivery.

(C) CEI Officers' Certificate. A certificate, dated such Date of Delivery, of the President or a Vice President of CEI confirming that the certificate delivered at Closing Time pursuant to Section 5(a)(7) hereof is true and correct as of such Date of Delivery.

(D) Opinion of Counsel for the Company. The favorable opinion of Brown & Wood, counsel for the Company, in form and substance reasonably satisfactory to the Underwriter, dated such Date of Delivery, relating to the Option Securities to be purchased on such

Date of Delivery and otherwise to the same effect as the opinion required by Section 5(a)(3) hereof.

(E) Opinion of Counsel for Cox and CEI. The favorable opinion of Dow, Lohnes & Albertson, counsel for Cox and CEI, in form and substance reasonably satisfactory to the Underwriter, dated such Date of Delivery, to the same effect as the opinion required by Section 5(a)(4) hereof.

(F) Company Bring-down Comfort Letter. A letter from Deloitte & Touche LLP, in form and substance reasonably satisfactory to the Underwriter and dated such Date of Delivery, substantially the same in form and substance as the letter furnished to the Underwriter pursuant to Section 5(a)(10) hereof, except that the "specified date" in the letter furnished pursuant to this paragraph shall be a date not more than five days prior to such Date of Delivery.

(G) Cox Bring-down Comfort Letter. A letter from Deloitte & Touche LLP, in form and substance reasonably satisfactory to the Underwriter and dated such Date of Delivery, substantially the same in form and substance as the letter furnished to the Underwriter pursuant to Section 5(a)(11) hereof, except that the "specified date" in the letter furnished pursuant to this paragraph shall be a date not more than five days prior to such Date of Delivery.

(17) Additional Documents. At Closing Time and at each Date of  
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Delivery, counsel for the Underwriter shall have been furnished with such documents and opinions as they may require for the purpose of enabling them to pass upon the issuance and sale of the Securities as herein contemplated, or in order to evidence the accuracy of

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any of the representations or warranties, or the fulfillment of any of the conditions, contained herein or in the Registration Agreement; and all proceedings taken by the Company in connection with the issuance and sale of the Securities as herein contemplated shall be reasonably satisfactory in form and substance to the Underwriter and counsel for the Underwriter.

(b) Conditions of the Company's Obligations. The obligations of the Company hereunder are subject to the accuracy of the representations and warranties of CEI contained in Section 1(b) hereof, to the accuracy of the representations and warranties of Cox contained in the Registration Agreement, to the accuracy of the statements in certificates of any officer of Cox or CEI delivered pursuant to the provisions hereof, to the performance by CEI of its covenants and other obligations hereunder, to the performance by Cox of its covenants and other obligations under the Registration Agreement, and to the following further conditions:

(1) Effectiveness of Cox Registration Statement. The Cox  
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Registration Statement, including any Cox Rule 462(b) Registration Statement, has become effective and at Closing Time no stop order suspending the effectiveness of the Cox Registration Statement shall have been issued under the 1933 Act or proceedings therefor initiated or threatened by the Commission, and any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the Company.

(2) Opinion of Counsel for the Company. At Closing Time, the  
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Company shall have received the favorable opinion, dated as of Closing Time, of Brown & Wood, counsel for the Company, to the same effect as the opinion required by Section 5(a)(3) hereof.

(3) Opinion of Counsel for Cox and CEI. At Closing Time, the  
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Company shall have received the favorable opinion, dated as of Closing Time, of Dow, Lohnes & Albertson, counsel for Cox and CEI, to the same effect as the opinion required by Section 5(a)(4) hereof.

(4) Cox Officers' Certificate. At Closing Time, the Company shall  
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have received a certificate of the President or a Vice President of Cox and of the chief financial or chief accounting officer of Cox, dated as of Closing Time, to the same effect as the certificate delivered to the Underwriter pursuant to Section 5(a)(6) hereof.

(5) CEI Officer's Certificate. At Closing Time, the Company shall  
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have received a certificate of the President or a Vice President of CEI, dated as of Closing Time, to the same effect as the certificate delivered to the Underwriter pursuant to Section 5(a)(7) hereof.

(6) Cox Accountant's Comfort Letters. At the time of the execution

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of this Agreement, the Company shall have received from each of Deloitte & Touche LLP and Ernst & Young LLP a letter dated such date, in form and substance reasonably

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satisfactory to the Company, substantially the same in form and substance as the letter delivered to the Underwriter pursuant to Section 5(a) (9) hereof.

(7) Cox Bring-down Comfort Letter. At Closing Time, the Company

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shall have received from Deloitte & Touche LLP a letter, dated as of Closing Time, in form and substance reasonably satisfactory to the Company, substantially the same in form and substance as the letter delivered to the Underwriter pursuant to Section 5(a)(11) hereof.

(8) Conditions to Sale of Option Securities. In the event that the

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Underwriter exercises its option provided in Section 2(b) hereof to purchase all or any portion of the Option Securities, the representations and warranties of CEI contained herein, the representations and warranties of Cox contained in the Registration Agreement and the statements in any certificates furnished by Cox or CEI hereunder shall be true and correct as of each Date of Delivery and, at the relevant Date of Delivery, the Company shall have received:

(A) Cox Officers' Certificate. A certificate, dated such Date of Delivery, of the President or a Vice President of Cox and of the chief financial or chief accounting officer of Cox confirming that the certificate delivered at Closing Time pursuant to Section 5(b) (4) hereof is true and correct as of such Date of Delivery.

(B) CEI Officers' Certificate. A certificate, dated such Date of Delivery, of the President or a Vice President of CEI confirming that the certificate delivered at Closing Time pursuant to Section 5(b) (5) hereof is true and correct as of such Date of Delivery.

(C) Opinion of Counsel for the Company. The favorable opinion, dated such Date of Delivery, of Brown & Wood, counsel for the Company, to the same effect as the opinion required by Section 5(a) (16) (D) hereof.

(D) Opinion of Counsel for Cox and CEI. The favorable opinion, dated such Date of Delivery, of Dow, Lohnes & Albertson, counsel for Cox and CEI, to the same effect as the opinion required by Section 5(a) (16) (E) hereof.

(E) Cox Bring-down Comfort Letter. A letter from Deloitte & Touche LLP, in form and substance reasonably satisfactory to the Company and dated such Date of Delivery, substantially the same in form and substance as the letter furnished to the Underwriter pursuant to Section 5(a) (16) (G) hereof.

(c) Termination of Agreement. If any condition specified in subsection (a) of this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement, or, in the case of any condition to the purchase of Option Securities on a Date of Delivery which is after the Closing Time, the obligations of the Underwriter to purchase the relevant Option Securities, may be terminated by the Underwriter by notice to the Company and CEI at any time at or prior to Closing Time or such Date of Delivery, as the case may be, and such termination

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shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 1, 6, 7 and 8 shall survive any such termination and remain in full force and effect. If any condition specified in subsection (b) of this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement, or, in the case of any condition to the sale of Option Securities on a Date of Delivery which is after the Closing Time, the obligations of the Company to sell the relevant Option Securities, may be terminated by the Company by notice to the Underwriter and CEI at any time at or prior to Closing Time or such Date of Delivery, as the case may be, and such termination shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 1, 6, 7 and 8 shall survive any such termination and remain in full force and effect.

SECTION 6. Indemnification.

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(a) Indemnification of the Underwriter by the Company. The Company agrees to indemnify and hold harmless the Underwriter and each person, if any, who

controls the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the ML&Co. Registration Statement (or any amendment thereto), including the Rule 430A Information and the Rule 434 Information, if applicable, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact contained in any ML&Co. preliminary prospectus or the ML&Co. Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, referred to under (i) above; provided that (subject to Section 6(e) below) any such settlement is effected with the written consent of the Company; and

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

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provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by the Underwriter expressly for use in the ML&Co. Registration Statement (or any amendment thereto), including the Rule 430A Information and the Rule 434 Information, if applicable, or any ML&Co. preliminary prospectus or the ML&Co. Prospectus (or any amendment or supplement thereto).

Insofar as this indemnity agreement may permit indemnification for liabilities under the 1933 Act of any person who controls an underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and who, at the date of this Agreement, is a director or officer of the Company or controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, such indemnity agreement is subject to the undertaking of the Company in the ML&Co. Registration Statement under Item 17 thereof.

(b) Indemnification of the Underwriter and the Company by CEI. Subject to Section 6(f) below, CEI agrees to indemnify and hold harmless (1) the Underwriter and each person, if any, who controls the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and (2) the Company and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Cox Registration Statement (or any amendment thereto), or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact contained in any Cox preliminary prospectus or the Cox Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, referred to under (i) above; provided that (subject to Section 6(e) below) any such settlement is effected with the written consent of CEI; and

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel chosen by the Underwriter or the Company, as the case may be), reasonably incurred in investigating,

preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission,

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or any such alleged untrue statement or omission, referred to under (i) above, to the extent that any such expense is not paid under (i) or (ii) above;

provided, however, that this indemnity agreement shall not apply to (A) any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to Cox by the Underwriter expressly for use in the Cox Registration Statement (or any amendment thereto), or any Cox preliminary prospectus or the Cox Prospectus (or any amendment or supplement thereto) or (B) any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to Cox by the Company expressly for use in the Cox Registration Statement (or any amendment thereto), or any Cox preliminary prospectus or the Cox Prospectus (or any amendment or supplement thereto).

(c) Indemnification of the Company, Directors and Officers. The Underwriter agrees to indemnify and hold harmless the Company, its directors, each of its officers who signed the ML&Co. Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the ML&Co. Registration Statement (or any amendment thereto), including the Rule 430A Information and the Rule 434 Information, if applicable, or any ML&Co. preliminary prospectus or the ML&Co. Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company by the Underwriter expressly for use in the ML&Co. Registration Statement (or any amendment thereto) or such ML&Co. preliminary prospectus or the ML&Co. Prospectus (or any amendment or supplement thereto).

(d) Actions against Parties; Notification. Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. An indemnifying party may participate at its own expense in the defense of any such action. If it so elects within a reasonable time after receipt of such notice, an indemnifying party, jointly with any other indemnifying parties receiving such notice, may assume the defense of such action with counsel chosen by it and approved by the indemnified parties defendant in such action, unless such indemnified parties reasonably object to such assumption on the ground that there may be legal defenses available to them which are different from or in addition to those available to such indemnifying party. If an indemnifying party assumes the defense of such action, the indemnifying parties shall not be liable for any fees and expenses of counsel for the indemnified parties incurred thereafter in connection with such action. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general

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allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 or Section 7 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(e) Settlement without Consent if Failure to Reimburse. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 6(a)(ii) and 6(b)(ii) effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by such indemnifying

party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

(f) Conditions of Indemnification by CEI. The obligations and liabilities of CEI under Section 6(b) hereof with respect to untrue statements or omissions or alleged untrue statements or omissions made in the Cox Registration Statement (or any amendment thereto), or any Cox preliminary prospectus or the Cox Prospectus (or any amendment or supplement thereto), other than in reliance upon and in conformity with written information furnished to Cox by CEI expressly for use in the Cox Registration Statement (or any amendment thereto) or such Cox preliminary prospectus or the Cox Prospectus (or any amendment or supplement thereto), shall be subject to the following terms and conditions:

(i) the indemnified party shall have previously requested indemnification for the loss, liability, claim, damage or expense arising out of such untrue statements or omissions or alleged untrue statements or omissions from Cox under Section 4(a) of the Registration Agreement;

(ii) CEI shall have received notice of the indemnified party's request for indemnification from Cox; and

(iii) Cox shall have failed to pay or reimburse such indemnified party, within 60 days from the date such request was made, in accordance with such request.

#### SECTION 7. Contribution.

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(a) If the indemnification provided for in Sections 6(a) and 6(c) is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then the Company and the Underwriter

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

The relative benefits received by the Company on the one hand and the Underwriter on the other hand in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company and the total underwriting discount received by the Underwriter, in each case as set forth on the cover of the ML&Co. Prospectus, or, if Rule 434 is used, the corresponding location on the ML&Co. Term Sheet, bear to the aggregate initial public offering price of the Securities as set forth on such cover.

The relative fault of the Company on the one hand and the Underwriter on the other hand shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

Notwithstanding the provisions of this Section 7(a), the Underwriter shall not be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which the Underwriter has otherwise been required to pay by reason of any such untrue or alleged untrue statement or omission or alleged omission.

The Company and the Underwriter agree that it would not be just and equitable if contribution pursuant to this Section 7(a) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7(a). The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7(a) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such

untrue or alleged untrue statement or omission or alleged omission.

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

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For purposes of this Section 7(a), each person, if any, who controls the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Underwriter, and each director of the Company, each officer of the Company who signed the ML&Co. Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company.

(b) If the indemnification provided for in Section 6(b) hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then CEI on the one hand and the Underwriter and the Company on the other hand shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by CEI on the one hand and by the Underwriter and the Company on the other hand from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of CEI on the one hand and of the Underwriter and the Company on the other hand in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations. The relative benefits received from the offering of the Securities pursuant to this Agreement shall be deemed to be such that the Underwriter and the Company shall be responsible for that portion of the aggregate amount of such losses, liabilities, claims, damages and expenses represented by the percentage that the total underwriting discount received by the Underwriter, as set forth on the cover of the ML&Co. Prospectus, or, if Rule 434 is used, the corresponding location on the ML&Co. Term Sheet, bears to the aggregate initial public offering price of the Securities as set forth on such cover and CEI shall be responsible for the balance. The relative fault of CEI on the one hand and the Underwriter and the Company on the other hand shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by CEI or Cox on the one hand or by the Underwriter or the Company on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

Notwithstanding the provisions of this Section 7(b), the Underwriter and the Company shall not be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by the Underwriter and distributed to the public were offered to the public exceeds the amount of any damages which the Underwriter and the Company have otherwise been required to pay by reason of any such untrue or alleged untrue statement or omission or alleged omission.

CEI, the Underwriter and the Company agree that it would not be just and equitable if contribution pursuant to this Section 7(b) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7(b). The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7(b) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in

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investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

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

For purposes of this Section 7(b), each person, if any, who controls the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Underwriter, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company.

SECTION 8. Representations, Warranties and Agreements to Survive Delivery.  
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All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company, Cox or CEI submitted pursuant hereto, shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter or controlling person, or by or on behalf of the Company or CEI, and shall survive delivery of the Securities to the Underwriter.

SECTION 9. Termination of Agreement.  
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(a) Termination; General. The Underwriter may terminate this Agreement, by notice to the Company and CEI, at any time at or prior to Closing Time (i) if there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the ML&Co. Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (ii) if there has been, since the time of execution of this Agreement, or since the respective dates as of which information is given in the Cox Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of Cox and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (iii) if there has occurred any material adverse change in the financial markets in the United States, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Underwriter, impracticable to market the Securities or to enforce contracts for the sale of the Securities, or (iv) if trading in any securities of the Company or in the Cox Common Stock has been suspended or limited by the Commission or the New York Stock Exchange, or if trading generally on the American Stock Exchange or the New York Stock Exchange or in the Nasdaq National Market has been suspended or limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by such system or by order of the Commission, the NASD or any other governmental authority, or (v) if a banking moratorium has been declared by either federal or New York authorities.

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(b) Liabilities. If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and provided further that Sections 1, 6, 7 and 8 shall survive such termination and remain in full force and effect.

SECTION 10. Notices. All notices and other communications hereunder shall  
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be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriter shall be directed to it at North Tower, World Financial Center, New York, New York 10281-1328, attention of Douglas Squires, Managing Director; notices to the Company shall be directed to it at 100 Church St., 12th Floor, New York, New York 10007, attention of the Secretary, with a copy to the Treasurer at World Financial Center, South Tower, New York, New York 10080-6105; and notices to CEI shall be directed to it at 1400 Lake Hearn Drive, Atlanta, Georgia 30319, attention of Andrew A. Merdek.

SECTION 11. Parties. This Agreement shall each inure to the benefit of and  
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be binding upon each of the Underwriter, the Company and CEI and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the parties hereto and their respective successors and the controlling persons and officers and directors referred to in Sections 6 and 7 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the parties hereto and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from the Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 12. GOVERNING LAW AND TIME. THIS AGREEMENT SHALL BE GOVERNED BY  
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AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

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

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

Very truly yours,

MERRILL LYNCH & CO., INC.

By \_\_\_\_\_  
Name:  
Title:

COX ENTERPRISES, INC.

By \_\_\_\_\_  
Name:  
Title:

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

MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED

By \_\_\_\_\_  
Authorized Signatory

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SCHEDULE A

MERRILL LYNCH & CO. INC

6% STRYPES/SM/ DUE June 1, 1999

1. The initial public offering price of the Securities shall be \$22.875 per STRYPES.

2. The purchase price for the Securities to be paid by the Underwriter shall be \$22.185 per STRYPES, being an amount equal to the initial public offering price set forth above less \$.69 per STRYPES.

3. The "Threshold Appreciation Price" with respect to the Securities shall be \$27.91.

/SM/ Service mark of Merrill Lynch & Co., Inc.

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SCHEDULE B

James C. Kennedy  
James O. Robbins  
Barry R. Elson  
Alex B. Best  
Ajit M. Dalvi  
Jimmy W. Hayes  
Robert C. O'Leary  
David M. Woodrow  
Margaret A. Belville  
Claus F. Kroeger  
James A. Hatcher  
John R. Dillon  
David E. Easterly  
Robert F. Erburu

FORM OF OPINION OF COMPANY'S COUNSEL  
TO BE DELIVERED PURSUANT TO  
SECTION 5(a) (3)

(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.

(ii) The Company has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the ML&Co. Prospectus and to enter into and perform its obligations under the Underwriting Agreement.

(iii) The Company is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

(iv) Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S") has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the ML&Co. Prospectus and is duly qualified as a foreign corporation to transact business and is in good standing in the State of New York; all of the issued and outstanding capital stock of MLPF&S has been duly authorized and validly issued, is fully paid and non-assessable and, to the best of our knowledge, is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity; none of the outstanding shares of capital stock of MLPF&S was issued in violation of the preemptive or similar rights of any securityholder of MLPF&S.

(v) The Underwriting Agreement has been duly authorized, executed and delivered by the Company.

(vi) The Indenture has been duly authorized, executed and delivered by the Company and (assuming the due authorization, execution and delivery thereof by the Trustee) constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

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(vii) The Securities are in the form contemplated by the Indenture, have been duly authorized by the Company and, assuming that the Securities have been duly authenticated by the Trustee in the manner described in its certificate delivered to you today (which fact such counsel need not determine by an inspection of the Securities), the Securities have been duly executed, issued and delivered by the Company and constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), and will be entitled to the benefits of the Indenture.

(viii) The STRYPES Agreement has been duly authorized, executed and delivered by the Company and the ML&Co. Subsidiary and (assuming the due authorization, execution and delivery thereof by CEI) constitutes a valid and binding agreement of the Company and the ML&Co. Subsidiary, enforceable against the Company and the ML&Co. Subsidiary in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(ix) The Indenture has been duly qualified under the 1939 Act.

(x) The Securities, the Indenture and the STRYPES Agreement conform in all material respects as to legal matters to the descriptions thereof contained in the ML&Co. Prospectus.

(xi) The ML&Co. Registration Statement, including any ML&Co. Rule 462(b) Registration Statement, has been declared effective under the 1933 Act; any required filing of the ML&Co. Prospectus pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); and, to the best of our knowledge, no stop order suspending the effectiveness of the ML&Co. Registration Statement or any ML&Co. Rule 462(b) Registration Statement has been issued under the 1933 Act and no proceedings for that purpose have been instituted or are pending or threatened by the Commission.

(xii) The ML&Co. Registration Statement, including any ML&Co. Rule 462(b) Registration Statement, the Rule 430A Information and the Rule 434 Information, as applicable, the ML&Co. Prospectus, excluding the documents incorporated by reference therein, and each amendment or supplement to the ML&Co. Registration Statement and ML&Co. Prospectus, excluding the documents incorporated by reference therein, as of their respective effective or issue dates (other than the financial statements and supporting schedules included therein or omitted therefrom, and the Trustee's Statement of Eligibility on Form T-1 (the "Form T-1"), as to which we need express no opinion) complied as to form in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations.

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(xiii) The documents incorporated by reference in the ML&Co. Prospectus (other than the financial statements and supporting schedules included therein or omitted therefrom, as to which we 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 1933 Act or the 1934 Act, as applicable, and the rules and regulations of the Commission thereunder.

(xiv) The Cox Registration Statement, including any Cox Rule 462(b) Registration Statement, has been declared effective under the 1933 Act; any required filing of the Cox Prospectus pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); and, to the best of our knowledge, no stop order suspending the effectiveness of the Cox Registration Statement or any Cox Rule 462(b) Registration Statement has been issued under the 1933 Act and no proceedings for that purpose have been instituted or are pending or threatened by the Commission.

(xv) The Cox Registration Statement, including any Cox Rule 462(b) Registration Statement, the Cox Prospectus, excluding the documents incorporated by reference therein, and each amendment or supplement to the Cox Registration Statement and Cox Prospectus, excluding the documents incorporated by reference therein, as of their respective effective or issue dates (other than the financial statements and supporting schedules included therein or omitted therefrom, as to which we need express no opinion) complied as to form in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations.

(xvi) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency, domestic or foreign (other than under the 1933 Act and the 1933 Act Regulations, which have been obtained, or as may be required under the securities or blue sky laws of the various states and except for the qualification of the Indenture under the 1939 Act, as to which we need express no opinion) is necessary or required in connection with the due authorization, execution and delivery of the Underwriting Agreement by the Company or the due execution, delivery or performance of the Indenture or the STRYPES Agreement by the Company or for the offering, issuance, sale or delivery of the Securities or for the due execution, delivery or performance of the STRYPES Agreement by the ML&Co. Subsidiary.

(xvii) (A) The execution, delivery and performance by the Company of the Underwriting Agreement, the Indenture, the Securities and the STRYPES Agreement and the consummation by the Company of the transactions contemplated in the Underwriting Agreement, the STRYPES Agreement and in the ML&Co. Registration Statement (including the issuance and sale of the Securities and the delivery of shares of Cox Common Stock pursuant thereto and the use of the proceeds from the sale of the Securities as described in the ML&Co. Prospectus under the caption "Supplemental Use of Proceeds") and compliance by the Company with its obligations under the Underwriting Agreement, the Indenture, the Securities and the STRYPES Agreement and (B) the execution, delivery and performance by the ML&Co. Subsidiary of the STRYPES Agreement and the consummation by the ML&Co. Subsidiary of the transactions contemplated therein and compliance by the ML&Co. Subsidiary with its obligations under the STRYPES Agreement do not and will not, whether with or without the giving of notice or lapse of time or both, conflict

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with or constitute a breach of, or default or Repayment Event (as defined in Section 1(a)(xiii) of the Underwriting Agreement) under or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any subsidiary pursuant to any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument, known to us, to which the Company or any subsidiary is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any subsidiary is subject (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not have a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or by-laws of the Company or any subsidiary, or any applicable law, statute, rule, regulation, judgment, order, writ or decree, known to us, of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any subsidiary or any of their respective properties, assets or operations.

We have participated in conferences with officers and representatives of the Company and Cox, representatives of the independent accountants of the Company and Cox, and the Underwriter at which the contents of the ML&Co. Registration Statement and Prospectus, the contents of the Cox Registration Statement and Prospectus and related matters were discussed and, although we are not passing upon or assuming responsibility for the accuracy, completeness or fairness of the statements contained or incorporated by reference in said Registration Statements and Prospectuses and have made no independent check or verification thereof, on the basis of the foregoing, nothing has come to our attention that would lead us to believe (i) that the ML&Co. Registration Statement or any amendment thereto, including the Rule 430A Information and Rule 434 Information (if applicable), (except for financial statements and schedules and other financial data included or incorporated by reference therein or omitted therefrom and the Form T-1, as to which we need make no statement), at the time such ML&Co. Registration Statement or any such amendment became effective or at the date of the Underwriting Agreement, 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 the ML&Co. Prospectus or any amendment or supplement thereto (except for financial statements and schedules and other financial data included or incorporated by reference therein or omitted therefrom, as to which we need make no statement), at the time the ML&Co. Prospectus was issued, at the time any such amended or supplemented prospectus was issued or at the Closing Time, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (ii) that the Cox Registration Statement or any amendment thereto, (except for financial statements and schedules and other financial data included or incorporated by reference therein or omitted therefrom, as to which we need make no statement), at the time such Cox Registration Statement or any such amendment became effective, 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 the Cox Prospectus or any amendment or supplement thereto (except for financial statements and schedules and other financial data included or incorporated by reference therein or omitted therefrom, as to which we need make no statement), at the time the Cox Prospectus was issued, at the time any such amended or supplemented prospectus was issued or at the Closing Time, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make

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the statements therein, in the light of the circumstances under which they were made, not misleading.

In rendering such opinion, such counsel may rely as to matters of fact (but not as to legal conclusions), to the extent they deem proper, on certificates of responsible officers of the Company and public officials.

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Exhibit B

FORM OF OPINION OF COX'S COUNSEL  
TO BE DELIVERED PURSUANT TO  
SECTION 5(a)(4)

(i) Cox has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Cox Prospectus and to enter into and perform its obligations under the Registration Agreement and is duly qualified as a foreign corporation to transact business and is in good standing in each

jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

(ii) CEI has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation and has corporate power and authority to enter into and perform its obligations under the Underwriting Agreement and the STRYPES Agreement.

(iii) The shares of issued and outstanding capital stock of Cox have been duly authorized and validly issued and are fully paid and non-assessable; and none of the outstanding shares of capital stock of Cox was issued in violation of the preemptive rights of any securityholder of Cox.

(iv) Cox Holdings is the sole registered owner of and has all rights as a registered owner in and to at least 14,000,000 shares of Cox Common Stock, which, to the best of our knowledge, is owned free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity.

(v) Each material subsidiary of Cox (set forth on Schedule A hereto) (each, a "Subsidiary" and collectively, the "Subsidiaries") has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Cox Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property as described in the Cox Prospectus requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not result in a Material Adverse Effect; except as otherwise disclosed in the Cox Registration Statement, all of the capital stock of each Subsidiary owned by Cox, directly or through subsidiaries, has been duly authorized and validly

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issued, is fully paid and non-assessable and, to the best of our knowledge, is owned free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity.

(vi) The Registration Agreement has been duly authorized, executed and delivered by Cox.

(vii) The Underwriting Agreement has been duly authorized, executed and delivered by CEI.

(viii) The STRYPES Agreement has been duly authorized, executed and delivered by CEI and (assuming the due authorization, execution and delivery thereof by the other parties thereto) constitutes a valid and binding agreement of CEI, enforceable against CEI in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(ix) The Cox Registration Statement, including any Cox Rule 462(b) Registration Statement, has been declared effective under the 1933 Act; any required filing of the Cox Prospectus pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); and, to the best of our knowledge, no stop order suspending the effectiveness of the Cox Registration Statement or any Cox Rule 462(b) Registration Statement has been issued under the 1933 Act and no proceedings for that purpose have been instituted or are pending or threatened by the Commission.

(x) The Cox Registration Statement, including any Cox Rule 462(b) Registration Statement, the Cox Prospectus, excluding the documents incorporated by reference therein, and each amendment or supplement to the Cox Registration Statement and Cox Prospectus, excluding the documents incorporated by reference therein, as of their respective effective or issue dates (other than the financial statements and supporting schedules or other financial or statistical data included therein or omitted therefrom, as to which we need express no opinion) complied as to form in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations.

(xi) The documents incorporated by reference in the Cox Prospectus (other than the financial statements and supporting schedules or other financial or statistical data included therein or omitted therefrom, as to which we 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 1933 Act or the 1934 Act, as applicable, and the rules and regulations of the Commission thereunder.

(xii) The form of certificate used to evidence the Cox Common Stock

complies in all material respects with all applicable statutory requirements, with any applicable requirements of the charter and by-laws of Cox.

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(xiii) To our knowledge and other than as set forth in the Cox Prospectus, there is not pending any action, suit, proceeding, inquiry or investigation, to which Cox or any subsidiary is a party, or to which the property of Cox or any subsidiary is subject, before or brought by any court or governmental agency or body, domestic or foreign, (including the U.S. Federal Communications Commission ("FCC")) which might reasonably be expected to result in a Material Adverse Effect, or which might reasonably be expected to materially and adversely affect the properties or assets thereof or the consummation of the transactions contemplated in the Registration Agreement or the performance by Cox of its obligations thereunder; and, to the best of our knowledge, no such action, suit, proceeding, inquiry or investigation is threatened in writing by governmental authorities or others.

(xiv) The information in the Prospectus under "Business--Legislation and Regulation", "Certain Transactions" and "Description of Capital Stock", and in the Registration Statement under Items 14 and 15, to the extent that it constitutes matters of law, summaries of legal matters, Cox's charter and bylaws or legal proceedings, or legal conclusions, has been reviewed by us and fairly present the information called for with respect to such matters of law and fairly summarize the matters referred to therein.

(xv) To the best of our knowledge, there are no statutes or regulations, and no legal or governmental proceedings pending or threatened to which Cox or any of its subsidiaries is a party or to which any of the properties of Cox or any of its subsidiaries is subject, that are required to be described in the Cox Prospectus that are not described as required.

(xvi) All descriptions in the Cox Registration Statement of contracts and other documents to which Cox or its subsidiaries are a party are accurate in all material respects; to the best of our knowledge, there are no franchises, contracts, indentures, mortgages, loan agreements, notes, leases or other instruments required to be described or referred to in the Cox Registration Statement or to be filed as exhibits thereto other than those described or referred to therein or filed or incorporated by reference as exhibits thereto, and the descriptions thereof or references thereto are correct in all material respects.

(xvii) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency, domestic or foreign, (including the FCC) (other than under the 1933 Act and the 1933 Act Regulations, which have been obtained, or as may be required under the securities or blue sky laws of the various states, as to which we need express no opinion) is necessary or required in connection with the due authorization, execution, and delivery by Cox of the Registration Agreement or the performance by Cox of its obligations thereunder.

(xviii) The execution, delivery and performance of the Registration Agreement and the consummation of the transactions contemplated in the Registration Agreement and in the Cox Registration Statement and compliance by Cox with its obligations under the Registration Agreement do not and will not, whether with or without the giving of notice or lapse of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined in Section 1(a)(xi) of the Registration Agreement) under or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of Cox or any subsidiary pursuant to, any

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contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument, known to us, to which Cox or any subsidiary is a party or by which it or any of them may be bound, or to which any of the property or assets of Cox or any subsidiary is subject (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not have a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or by-laws of Cox or any subsidiary, or, to our knowledge, any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over Cox or any subsidiary or any of their respective properties, assets or operations.

(xix) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency (including the FCC) (other than under the 1933 Act and the 1933 Act Regulations, which have been obtained, or as may be required under the securities or blue sky laws of the various states, as to which we need express no opinion) is necessary or required in connection with the due authorization, execution and delivery by CEI of the Underwriting Agreement or the STRYPES Agreement or the performance by CEI of its obligations thereunder.

(xx) The execution, delivery and performance by CEI of the Underwriting Agreement and the STRYPES Agreement and the consummation by CEI of the transactions contemplated therein and compliance by CEI with its obligations thereunder do not and will not, whether with or without the giving of notice or lapse of time or both, conflict with or constitute a breach of, or default or CEI Repayment Event under or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of CEI or any of its subsidiaries pursuant to, any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument, known to us, to which CEI or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of CEI or any of its subsidiaries is subject (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not, singly or in the aggregate, materially and adversely affect the ability of CEI to perform its obligations under the Underwriting Agreement or the STRYPES Agreement), nor will such action result in any violation of the provisions of the charter or by-laws of CEI or any of its subsidiaries, or, to our knowledge, any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over CEI or any of its subsidiaries or any of their respective assets, properties or operations (except for such violations that would not, singly or in the aggregate, materially and adversely affect the ability of CEI to perform its obligations under the Underwriting Agreement or the STRYPES Agreement).

(xxi) Cox has been granted and presently holds the FCC authorizations necessary for Cox to conduct its business as presently conducted or proposed to be conducted, except such as would not have, singly or in the aggregate with all such other authorizations that have not been granted or are not presently held, a Material Adverse Effect; such FCC authorizations are in full force and effect, except when the invalidity of such authorizations or the failure of such authorizations to be in full force and effect would not have a Material Adverse Effect; and to our knowledge, no proceedings to revoke or modify any of such FCC authorizations are pending or threatened.

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(xxii) To our knowledge after due inquiry, we are of the opinion that Cox is not, nor with the giving of notice or lapse of time or both would be, in violation of any judgment, injunction, order or decree of the FCC other than those that would not have, singly or in the aggregate with all such other violations, a Material Adverse Effect.

(xxiii) The execution, delivery and performance of the Registration Agreement by Cox, and the execution, delivery and performance of the Underwriting Agreement and the STRYPES Agreement by CEI, do not violate the Communications Act of 1934, as amended, or any rules or the regulations thereunder binding on Cox, CEI or their respective subsidiaries or any order, writ, judgment, injunction, decree or award of the FCC binding on Cox, CEI or their respective subsidiaries of which we have knowledge after due inquiry.

(xxiv) The execution, delivery and performance of the STRYPES Agreement does not constitute the transfer or assignment, directly or indirectly, of any license existing as of the date hereof issued by the FCC in connection with the operations of Cox or the transfer of control of Cox within the meaning of Section 310(d) of the Communications Act of 1934, as amended.

(xxv) Cox is not an "investment company" or an entity "controlled" by an "investment company," as such terms are defined in the 1940 Act.

We have participated in conferences with officers and representatives of Cox, representatives of the independent accountants of Cox, and the Underwriter at which the contents of the Cox Registration Statement and the Cox Prospectus and related matters were discussed and, although we are not passing upon or assuming responsibility for the accuracy, completeness or fairness of the statements contained or incorporated by reference in the Cox Registration Statement and the Cox Prospectus and have made no independent check or verification thereof except as described in paragraph (xv) above, on the basis of the foregoing, nothing has come to our attention that would lead us to believe that the Cox Registration Statement or any amendment thereto (except for financial statements and schedules and other financial data included or incorporated by reference therein or omitted therefrom, as to which we need make no statement), at the time such Cox Registration Statement or any such amendment became effective, 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 the Cox Prospectus or any amendment or supplement thereto (except for financial statements and schedules and other financial data included or incorporated by reference therein or omitted therefrom, as to which we need make no statement), at the time the Cox Prospectus was issued, at the time any such amended or supplemented prospectus was issued or at the Closing Time, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.



In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws other than the laws of the State of New York, the corporate laws of the State of Delaware or the federal laws of the United States of America, to the extent such counsel deems proper and specified in such opinion, upon the opinion of other counsel whom such counsel believes to be reliable, provided that such counsel furnishes copies thereof to the Underwriter and

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states that such opinion of such local counsel is satisfactory in form and substance and the Underwriter and counsel for the Underwriter are entitled to rely thereon, and (B) as to matters of fact (but not as to legal conclusions), to the extent they deem proper, on certificates of responsible officers of Cox, CEI and public officials. As used in this Exhibit B, the term "Material Adverse Effect" shall have the meaning ascribed to such term in the Registration Agreement.

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[FORM OF LOCK-UP FROM DIRECTORS, OFFICERS OR OTHER  
STOCKHOLDERS PURSUANT TO SECTION 5(a) (15)]

Exhibit C

\_\_\_\_\_, 1996

Merrill Lynch, Pierce, Fenner & Smith  
Incorporated  
North Tower  
World Financial Center  
New York, New York 10281-1209

Re: Proposed Public Offering of STRYPES by Merrill Lynch & Co. Inc.  
-----

Ladies and Gentlemen:

The undersigned, a stockholder [and an officer and/or director] of Cox Communications, Inc., a Delaware corporation (the "Company"), understands that Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") proposes to enter into an Underwriting Agreement (the "Underwriting Agreement") with Merrill Lynch & Co., Inc. ("ML&Co.") and Cox Enterprises, Inc. providing for the public offering of ML&Co.'s Structured Yield Product Exchangeable for Stock/sm/, 6% STRYPES/sm/ due JUNE 1, 1999 (the "STRYPES Offering"), payable at maturity or upon redemption with shares of Class A Common Stock, par value \$1.00 per share (the "Cox Common Stock"), of the Company. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with Merrill Lynch that, during a period of 120 days from the date of the Underwriting Agreement, the undersigned will not, without the prior written consent of Merrill Lynch, offer, sell, contract to sell or otherwise dispose of, directly or indirectly, any shares of Cox Common Stock or any securities convertible into, exchangeable for or repayable with shares of Cox Common Stock, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition, or cause to be filed any registration statement under the Securities Act of 1933, as amended, with respect to any of the foregoing.

Notwithstanding anything to the contrary herein, if the closing of the STRYPES Offering has not occurred prior to September 30, 1996, this Lock-up Agreement shall be of no further force and effect.

Very truly yours,

Signature:

Print Name:

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COX COMMUNICATIONS, INC.  
(a Delaware corporation)

REGISTRATION AGREEMENT  
-----

Dated: May 22, 1996

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COX COMMUNICATIONS, INC.

(a Delaware corporation)

REGISTRATION AGREEMENT

May 22, 1996

MERRILL LYNCH & CO.  
Merrill Lynch, Pierce, Fenner & Smith  
Incorporated

North Tower  
World Financial Center  
New York, New York 10281-1209

MERRILL LYNCH & CO., INC.  
North Tower  
World Financial Center  
New York, New York 10281-1209

Ladies and Gentlemen:

Cox Communications, Inc., a Delaware corporation (the "Company"), and Cox Enterprises, Inc., a Delaware corporation ("CEI"), confirm their respective agreements with Merrill Lynch & Co., Inc., a Delaware corporation ("ML&Co."), and with Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Underwriter"), in connection with the proposed issue and sale by ML&Co. to the Underwriter, pursuant to an underwriting agreement, dated the date hereof (the "Underwriting Agreement"), among ML&Co., CEI and the Underwriter, of an aggregate of 8,500,000 of ML&Co.'s Structured Yield Product Exchangeable for Stock/SM/, 6% STRYPES/SM/ due June 1, 1999 (each, a "STRYPES"), payable at maturity or upon redemption by delivery of shares of Class A Common Stock, par value \$1.00 per share (the "Cox Common Stock"), of the Company, and, at the option of the Underwriter, all or any part of 1,275,000 additional STRYPES to cover over-allotments, if any. The aforesaid 8,500,000 STRYPES (the "Initial Securities") to be purchased by the Underwriter and all or any part of the 1,275,000 STRYPES subject to the option described in Section 2(b) of the Underwriting Agreement (the "Option Securities") are hereinafter called, collectively, the "Securities." Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Underwriting Agreement.

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The Company understands that the Underwriter proposes to make a public offering of the Securities as soon as the Underwriter deems advisable after this Agreement and the Underwriting Agreement have been executed and delivered. The Company acknowledges that the execution and delivery of this Agreement is a condition to the execution and delivery of the Underwriting Agreement by the Underwriter and ML&Co. and that, in consideration of the execution and delivery of the Underwriting Agreement by the Underwriter and ML&Co., the Company is willing to make the representations, warranties and covenants herein contained.

The Company has filed with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-3 (No. 333-03351) covering the registration of (i) the shares of Cox Common Stock deliverable at maturity or upon redemption of the Securities and (ii) 4,225,000 shares of Cox Common Stock (the "Pledged Shares") that may be pledged to and sold by or on behalf of the

ML&Co. Subsidiary (as defined below) under the Securities Act of 1933, as amended (the "1933 Act"), including the related preliminary prospectus or prospectuses. Each prospectus used before such registration statement became effective is herein called a "Cox preliminary prospectus." Such registration statement, including the exhibits thereto, the schedules thereto, if any, and the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act, at the time it became effective, is herein called the "Cox Registration Statement." Any registration statement filed pursuant to Rule 462(b) of the rules and regulations of the Commission under the 1933 Act (the "1933 Act Regulations") is herein referred to as the "Cox Rule 462(b) Registration Statement," and after such filing the term "Cox Registration Statement" shall include the Cox Rule 462(b) Registration Statement. The final prospectus, including the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act, in the form first furnished to the Underwriter for use in connection with the offering of the Securities is herein called the "Cox Securities Prospectus." The prospectus, including the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act, in the form furnished from time to time to the ML&Co. Subsidiary for use in connection with the sale of the Pledged Shares is herein called the "Pledged Share Prospectus" and, together with the Cox Securities Prospectus, the "Cox Prospectus." For purposes of this Agreement, all references to the Cox Registration Statement, any Cox preliminary prospectus, the Cox Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system ("EDGAR").

All references in this Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" in the Cox Registration Statement, any Cox preliminary prospectus or the Cox Prospectus (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which is incorporated by reference in the Cox Registration Statement, any Cox preliminary prospectus or the Cox Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Cox Registration Statement, any Cox preliminary prospectus or the Cox Prospectus shall be deemed to mean and include the filing of any document under the Securities Exchange Act of 1934, as amended (the "1934 Act"), which is incorporated by reference in the Cox Registration Statement, such Cox preliminary prospectus or the Cox Prospectus, as the case may be.

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Prior to the closing under the Underwriting Agreement, ML&Co., Merrill Lynch Capital Services, Inc., a wholly-owned subsidiary of ML&Co. (the "ML&Co. Subsidiary"), and CEI will enter into a contract (the "STRYPES Agreement"), pursuant to which CEI will be obligated to deliver to the ML&Co. Subsidiary, immediately prior to the maturity date or date of redemption of the Securities, a number of shares of Cox Common Stock equal to the number required by ML&Co. to pay and discharge or redeem all of the Securities, subject to CEI's option, exercisable in its sole discretion, to satisfy its obligation under the STRYPES Agreement by delivering immediately prior to the maturity date a specified amount of cash in lieu of such shares.

#### SECTION 1. Representations and Warranties.

(a) Representations and Warranties by the Company. The Company represents and warrants to each of the Underwriter and to ML&Co. as of the date hereof, as of the Closing Time referred to in Section 2(c) of the Underwriting Agreement, and as of each Date of Delivery (if any) referred to in Section 2(b) of the Underwriting Agreement, and agrees with each of the Underwriter and ML&Co. as follows:

(i) Compliance with Registration Requirements. The Company meets

the requirements for the use of Form S-3 under the 1933 Act. Each of the Cox Registration Statement and any Cox Rule 462(b) Registration Statement has become effective under the 1933 Act and no stop order suspending the effectiveness of the Cox Registration Statement or any Cox Rule 462(b) Registration Statement has been issued under the 1933 Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission, and any request on the part of the Commission for additional information has been complied with.

At the respective times the Cox Registration Statement, any Cox Rule 462(b) Registration Statement and any post-effective amendments thereto became effective and at the Closing Time (and at the Date of Delivery if any Option Securities are purchased and at the date of delivery of the Pledged Share Prospectus to the ML&Co. Subsidiary if any Pledged Shares are sold), the Cox Registration Statement, the Cox Rule 462(b) Registration Statement and any amendments and supplements thereto complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations and did not 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. Neither the Cox Prospectus nor any amendments or supplements thereto, at the time the Cox Prospectus or any such amendment or supplement was issued and at the Closing Time (and at the Date of Delivery if any Option Securities are purchased and at the date of delivery of the Pledged Share Prospectus to the ML&Co. Subsidiary if any Pledged Shares are sold), included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties in this subsection shall not apply to statements in or omissions from the Cox Registration Statement or Cox Prospectus made in reliance upon and in conformity with (x) information furnished to the Company in writing by the Underwriter expressly for use in the Cox Registration

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Statement or Cox Prospectus and (y) information furnished to the Company in writing by ML&Co. expressly for use in the Cox Registration Statement or Cox Prospectus.

Each Cox preliminary prospectus and the Cox Prospectus filed as part of the Cox Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the 1933 Act, complied when so filed in all material respects with the 1933 Act Regulations and, if applicable, each Cox preliminary prospectus and the Cox Prospectus delivered to the Underwriter for use in connection with the offering of the Securities was identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(ii) Incorporated Documents. The documents incorporated or deemed

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to be incorporated by reference in the Cox Registration Statement and the Cox Prospectus, when they became effective or at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations or the 1934 Act and the rules and regulations of the Commission thereunder (the "1934 Act Regulations"), as applicable, and, when read together with the other information in the Cox Prospectus, at the time the Cox Registration Statement became effective, at the time the Cox Prospectus was issued and at the Closing Time (and at the Date of Delivery if any Option Securities are purchased and at the date of delivery of the Pledged Share Prospectus to the ML&Co. Subsidiary if any Pledged Shares are sold), did not 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.

(iii) Independent Accountants. The accountants who certified the

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financial statements and supporting schedules of the Company and its subsidiaries, and of Times Mirror Cable Television, Inc. and its subsidiaries ("Times Mirror"), included in the Cox Registration Statement are independent public accountants as required by the 1933 Act and the 1933 Act Regulations.

(iv) Financial Statements. The financial statements of the Company

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included in the Cox Registration Statement and the Cox Prospectus, together with the related schedules and notes, present fairly the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its consolidated subsidiaries for the periods specified; said financial statements have been prepared in conformity with generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved. The financial statements of Times Mirror included in the Cox Registration Statement and the Cox Prospectus, together with the related notes, present fairly the financial position of Times Mirror and its consolidated subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of Times Mirror and its consolidated subsidiaries for the periods specified; said financial statements have been prepared in conformity with GAAP applied on a consistent basis throughout the periods involved. The supporting schedules, if any, included in the Cox

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Registration Statement present fairly in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information included in the Cox Prospectus present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial statements of the Company and its subsidiaries included in the Cox Registration Statement. The selected pro forma financial data included in the Cox Prospectus present fairly the

information shown therein and have been compiled from pro forma financial statements prepared in accordance with the Commission's rules and guidelines with respect to pro forma financial statements.

(v) No Material Adverse Change in Business. Since the respective

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dates as of which information is given in the Cox Registration Statement and the Cox Prospectus, except as otherwise stated therein, (A) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a "Material Adverse Effect"), (B) there have been no transactions entered into by the Company or any of its subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its subsidiaries considered as one enterprise, and (C) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(vi) Good Standing of the Company. The Company has been duly

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

(vii) Good Standing of Subsidiaries. Each "significant subsidiary"

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of the Company (as such term is defined in Rule 1-02 of Regulation S-X) (each a "Subsidiary" and, collectively, the "Subsidiaries") has been duly organized and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Cox Prospectus and is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect; except as otherwise disclosed in the Cox Registration Statement, all of the capital stock of each such Subsidiary owned by the Company, directly or through subsidiaries, has been duly authorized and validly issued, is fully paid and non-assessable and is owned free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity. The only subsidiaries of the

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Company are (A) the subsidiaries listed on Exhibit 21 to the Annual Report on Form 10-K of the Company filed with the Commission under Section 13 of the 1934 Act and (B) certain other subsidiaries which, considered in the aggregate as a single Subsidiary, do not constitute a "significant subsidiary" as defined in Rule 1-02 of Regulation S-X.

(viii) Capitalization. The shares of outstanding capital stock of

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the Company have been duly authorized and validly issued and are fully paid and non-assessable; none of the outstanding shares of capital stock of the Company was issued in violation of the preemptive or other similar rights of any securityholder of the Company.

(ix) Description of Common Stock. The Cox Common Stock conforms to

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all statements relating thereto contained in the Cox Prospectus and such description conforms to the rights set forth in the instruments defining the same.

(x) Authorization of Agreement. This Agreement has been duly

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authorized, executed and delivered by the Company.

(xi) Absence of Defaults and Conflicts. Neither the Company nor

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any of its subsidiaries is in violation of its charter or bylaws or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any subsidiary is subject (collectively,

"Agreements and Instruments") except for such defaults that would not result in a Material Adverse Effect; and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein and compliance by the Company with its obligations hereunder do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any subsidiary pursuant to, the Agreements and Instruments (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or bylaws of the Company or any subsidiary or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any subsidiary or any of their assets, properties or operations. As used herein, a "Repayment Event" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness of the Company or any subsidiary (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any subsidiary.

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

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that, individually or in the aggregate, may reasonably be expected to result in a Material Adverse Effect.

(xiii) Absence of Proceedings. There is no action, suit,  
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proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened, against or affecting the Company or any subsidiary, which is required to be disclosed in the Cox Registration Statement (other than as disclosed therein), or which, individually or in the aggregate, might reasonably be expected to result in a Material Adverse Effect, or which, individually or in the aggregate, might reasonably be expected to materially and adversely affect the properties or assets thereof or the performance by the Company of its obligations hereunder; the aggregate of all pending legal or governmental proceedings to which the Company or any subsidiary is a party or of which any of their respective property or assets is the subject which are not described in the Cox Registration Statement, including ordinary routine litigation incidental to the business, could not reasonably be expected to result in a Material Adverse Effect.

(xiv) Accuracy of Exhibits. There are no contracts or documents  
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which are required to be described in the Cox Registration Statement, the Cox Prospectus or the documents incorporated by reference therein or to be filed as exhibits thereto which have not been so described or filed as required.

(xv) Possession of Intellectual Property. Except as disclosed in  
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the Cox Prospectus, the Company and its subsidiaries own or possess, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, "Intellectual Property") necessary to carry on the business now operated by them, other than those the absence of which would not have a Material Adverse Effect and neither the Company nor any of its subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Company or any of its subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, singly or in the aggregate, would result in a Material Adverse Effect.

(xvi) Absence of Further Requirements. No filing with, or  
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authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the performance by the Company of its obligations hereunder, except such as has been already obtained or as may be required under the 1933 Act or the 1933 Act Regulations or state securities laws.

(xvii) Possession of Licenses and Permits. The Company and its  
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subsidiaries own or possess such permits, licenses, approvals, consents and other authorizations (collectively, "Governmental Licenses") issued by the appropriate federal, state, local or

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foreign regulatory agencies or bodies necessary to conduct the business now operated by them other than those the absence of which would not have a Material Adverse Effect; the Company and its subsidiaries are in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, have a Material Adverse Effect; all of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not have a Material Adverse Effect; and neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(xviii) Title to Property. The Company and its subsidiaries have  
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good and marketable title to all material real properties owned by the Company and its subsidiaries and good title to all other properties owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (a) are described in the Cox Prospectus or (b) do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or any of its subsidiaries; and all of the leases and subleases material to the business of the Company and its subsidiaries, considered as one enterprise, and under which the Company or any of its subsidiaries holds properties described in the Cox Prospectus, are in full force and effect, and neither the Company nor any subsidiary has any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

(xix) Compliance with Cuba Act. The Company has complied with, and  
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is and will be in compliance with, the provisions of that certain Florida act relating to disclosure of doing business with Cuba, codified as Section 517.075 of the Florida statutes, and the rules and regulations thereunder (collectively, the "Cuba Act") or is exempt therefrom.

(xx) Investment Company Act. The Company is not an "investment  
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company" or an entity "controlled" by an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended.

(xxi) Environmental Laws. Except as described in the Cox  
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Registration Statement and except as would not, singly or in the aggregate, result in a Material Adverse Effect, (A) neither the Company nor any of its subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of

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chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "Environmental Laws"), (B) the Company and its subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (C) there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of its subsidiaries and (D) there are no events or circumstances that might reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or



governmental body or agency, against or affecting the Company or any of its subsidiaries relating to Hazardous Materials or any Environmental Laws.

(b) Officer's Certificates. Any certificate signed by any officer of the Company and delivered to the Underwriter or counsel for the Underwriter or to ML&Co. or counsel for ML&Co. in connection with the offering of the Securities shall be deemed a representation and warranty by the Company to the Underwriter and to ML&Co., as the case may be, as to the matters covered thereby.

SECTION 2. Covenants of the Company. The Company covenants with the  
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Underwriter and with ML&Co. as follows:

(a) Compliance with Securities Regulations and Commission Requests. The Company, subject to Section 2(b), will notify the Underwriter and ML&Co. immediately, and confirm the notice in writing, (i) when any post-effective amendment to the Cox Registration Statement shall become effective, or any supplement to the Cox Prospectus or any amended Cox Prospectus shall have been filed, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Cox Registration Statement or any amendment or supplement to the Cox Prospectus or for additional information, and (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Cox Registration Statement or of any order preventing or suspending the use of any Cox preliminary prospectus, or of the suspension of the qualification of the shares of Cox Common Stock deliverable at maturity or upon redemption of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes. The Company will promptly effect the filings necessary pursuant to Rule 424(b) and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will use its best efforts to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible moment.

(b) Filing of Amendments. The Company will give the Underwriter and ML&Co. notice of its intention to file or prepare any amendment to the Cox Registration Statement (including any filing under Rule 462(b)) or any amendment, supplement or revision to either the

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prospectus included in the Cox Registration Statement at the time it became effective or to the Cox Prospectus, whether pursuant to the 1933 Act, the 1934 Act or otherwise, will furnish the Underwriter and ML&Co. with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file or use any such document to which the Underwriter or counsel for the Underwriter or ML&Co. or counsel for ML&Co. shall reasonably object.

(c) Delivery of Cox Registration Statements. The Company has furnished or will deliver to the Underwriter, counsel for the Underwriter, ML&Co. and counsel for ML&Co., without charge, signed copies of the Cox Registration Statement as originally filed and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein) and signed copies of all consents and certificates of experts. If applicable, the copies of the Cox Registration Statement and each amendment thereto furnished to the Underwriter and ML&Co. will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) Delivery of Cox Prospectuses. The Company has delivered to the Underwriter, without charge, as many copies of each Cox preliminary prospectus as the Underwriter reasonably requested, and the Company hereby consents to the use of such copies for purposes permitted by the 1933 Act. The Company will furnish to the Underwriter, without charge, during the period when the Cox Prospectus is required to be delivered under the 1933 Act or the 1934 Act, such number of copies of the Cox Prospectus (as amended or supplemented) as the Underwriter may reasonably request. If applicable, the Cox Prospectus and any amendments or supplements thereto furnished to the Underwriter and ML&Co. will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(e) Continued Compliance with Securities Laws. The Company will comply with the 1933 Act and the 1933 Act Regulations so as to permit the completion of the distribution of the Securities as contemplated in the Underwriting Agreement and to permit the sale of the Pledged Shares. If at any time when a prospectus is required by the 1933 Act to be delivered in connection with sales of the Securities or the Pledged Shares, any event shall occur or condition shall exist as a result of which it is necessary, in the reasonable opinion of counsel for the Underwriter, counsel for ML&Co. or counsel for the Company, to amend the Cox Registration Statement or amend or supplement the Cox Prospectus in order that the Cox Prospectus will not include any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements therein

not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or if it shall be necessary, in the reasonable opinion of any such counsel, at any such time to amend the Cox Registration Statement or amend or supplement the Cox Prospectus in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly prepare and file with the Commission, subject to Section 2(b), such amendment or supplement as may be necessary to correct such statement or omission or to make the Cox Registration Statement or the Cox Prospectus comply with such requirements, and the Company will furnish to the Underwriter and ML&Co. such number of copies of such amendment or supplement as the Underwriter and ML&Co. may reasonably request.

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(f) Blue Sky Qualifications. The Company will use its best efforts, in cooperation with the Underwriter, to qualify the shares of Cox Common Stock deliverable at maturity or upon redemption of the Securities and the Pledged Shares for offering and sale under the applicable securities laws of such states and other jurisdictions of the United States as the Underwriter may designate and to maintain such qualifications in effect through the maturity date of the Securities; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject. In each jurisdiction in which the shares of Cox Common Stock deliverable at maturity or upon redemption of the Securities have been so qualified, the Company will file such statements and reports as may be required by the laws of such jurisdiction to continue such qualification in effect through the maturity date of the Securities.

(g) Rule 158. The Company will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its securityholders as soon as practicable an earnings statement for the purposes of, and to provide the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(h) Restriction on Sale of Securities. During a period of 120 days from the date of this Agreement, the Company will not, without the prior written consent of the Underwriter, (x) offer, sell, contract to sell or otherwise dispose of, directly or indirectly, any shares of Cox Common Stock, securities convertible into, exchangeable for or repayable with shares of Cox Common Stock, or rights or warrants to acquire shares of Cox Common Stock or (y) file any registration statement under the 1933 Act with respect to any shares of Cox Common Stock, securities convertible into, exchangeable for or repayable with shares of Cox Common Stock, or rights or warrants to acquire shares of Cox Common Stock. The foregoing sentence shall not apply to (A) restricted shares or options to purchase shares of Cox Common Stock granted pursuant to employee benefit or director plans of the Company existing at the date of this Agreement; or (B) shares of Cox Common Stock issued upon exercise of options outstanding at the date of this Agreement; or (C) any transfer of shares of Cox Common Stock to an affiliate (as such term is defined in Rule 405 promulgated under the 1933 Act) or affiliates of the Company, provided, however, that in any such case it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such shares of Cox Common Stock subject to the foregoing restrictions and that there shall be no further transfer of such securities except in accordance therewith.

(i) Reporting Requirements. The Company, during the period when the Cox Prospectus is required to be delivered under the 1933 Act or the 1934 Act, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and the rules and regulations of the Commission thereunder.

SECTION 3. Payment of Expenses. (a) Expenses. CEI will pay all expenses  
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incident to the performance of the Company's obligations under this Agreement, including (i) the preparation, printing and filing of the Cox Registration Statement (including financial statements and exhibits) as originally filed and of each amendment thereto, (ii) the preparation, printing and

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delivery to the Underwriter and ML&Co. of this Agreement, (iii) the fees and disbursements of the Company's counsel, accountants and other advisors, (iv) the qualification of the shares of Cox Common Stock deliverable at maturity or upon redemption of the Securities under securities laws in accordance with the provisions of Section 2(f) hereof, including filing fees and the reasonable fees and disbursements of counsel for ML&Co. in connection therewith and in connection with the preparation of the Blue Sky Survey and any supplement thereto, (v) the printing and delivery to the Underwriter of copies of each Cox Preliminary Prospectus and of the Cox Prospectus and any amendments or supplements thereto, (vi) the preparation, printing and delivery to the Underwriter of copies of the Blue Sky Survey and any supplement thereto and (vii) the filing fees incident to, and the reasonable fees and disbursements of counsel to the Underwriter in connection with, the review by the National

Association of Securities Dealers, Inc. of the terms of the offering and sale of the shares of Cox Common Stock deliverable at maturity or upon redemption of the Securities. The Company shall have no obligation whatsoever to pay the expenses described in this Section 3(a).

SECTION 4. Indemnification.  
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(a) Indemnification of Underwriter and ML&Co. The Company agrees to indemnify and hold harmless (1) the Underwriter and each person, if any, who controls the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and (2) ML&Co. and each person, if any, who controls ML&Co. within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Cox Registration Statement (or any amendment thereto) or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact contained in any Cox preliminary prospectus or the Cox Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, referred to under (i) above; provided that (subject to Section 4(d) below) any such settlement is effected with the written consent of the Company; and

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel chosen by the Underwriter or ML&Co., as the case may be), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or

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threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, referred to under (i) above, to the extent that any such expense is not paid under (i) or (ii) above;

provided, however, that this indemnity agreement shall not apply to (A) any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by the Underwriter expressly for use in the Cox Registration Statement (or any amendment thereto), or any Cox preliminary prospectus or the Cox Prospectus (or any amendment or supplement thereto) or (B) any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by ML&Co. expressly for use in the Cox Registration Statement (or any amendment thereto), or any Cox preliminary prospectus or the Cox Prospectus (or any amendment or supplement thereto).

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

(c) Actions against Parties; Notification. Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity

agreement. An indemnifying party may participate at its own expense in the defense of any such action. If it so elects within a reasonable time after receipt of such notice, an indemnifying party, jointly with any other indemnifying parties receiving such notice, may assume the defense of such action with counsel chosen by it and approved by the indemnified parties defendant in such action, unless such indemnified parties reasonably object to such assumption on the ground that there may be legal defenses available to them which are different from or in addition to those available to such indemnifying party. If an indemnifying party assumes the defense of such action, the indemnifying parties shall not be liable for any fees and expenses of counsel for the indemnified parties incurred thereafter in connection with such action. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general

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allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 4 or Section 5 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) Settlement without Consent if Failure to Reimburse. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 4(a)(ii) effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

SECTION 5. Contribution. If the indemnification provided for in Section 4  
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hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then the Company on the one hand and the Underwriter and ML&Co. on the other hand shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriter and ML&Co. on the other hand from the offering of the Securities pursuant to the Underwriting Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and of the Underwriter and ML&Co. on the other hand in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the offering of the Securities pursuant to the Underwriting Agreement shall be deemed to be such that the Underwriter and ML&Co. shall be responsible for that portion of the aggregate amount of such losses, liabilities, claims, damages and expenses represented by the percentage that the total underwriting discount received by the Underwriter, as set forth on the cover of the ML&Co. Prospectus, or, if Rule 434 is used, the corresponding location on the ML&Co. Term Sheet, bears to the aggregate initial public offering price of the Securities as set forth on such cover and the Company shall be responsible for the balance.

The relative fault of the Company on the one hand and the Underwriter and ML&Co. on the other hand shall be determined by reference to, among other things, whether any such untrue

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or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or CEI on the one hand or by the Underwriter or ML&Co. on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

Notwithstanding the provisions of this Section 5, the Underwriter and

ML&Co. shall not be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by the Underwriter and distributed to the public were offered to the public exceeds the amount of any damages which the Underwriter and ML&Co. have otherwise been required to pay by reason of any such untrue or alleged untrue statement or omission or alleged omission.

The Company, the Underwriter and ML&Co. agree that it would not be just and equitable if contribution pursuant to this Section 5 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 5. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 5 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

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

For purposes of this Section 5, each person, if any, who controls an Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Underwriter; each person, if any, who controls ML&Co. within the meaning of Section 15 of the 1933 Act shall have the same rights to contribution as ML&Co.; and each director of the Company, each officer of the Company who signed the Cox Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company.

SECTION 6. Representations, Warranties and Agreements to Survive Delivery.  
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All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company submitted pursuant to the Underwriting Agreement, shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter or controlling person thereof, or by or on behalf of ML&Co. or controlling person thereof or by or on behalf of the Company, and shall survive delivery of the Securities to the Underwriter pursuant to the Underwriting Agreement and any sale of the Pledged Shares.

SECTION 7. Termination. In the event that the Underwriter terminates the  
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Underwriting Agreement as provided in Section 9 thereof, this Agreement shall simultaneously terminate, except that the provisions of Section 3, the indemnity agreements set forth in Section

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4, the contribution provisions set forth in Section 5, and the provisions of Section 6 shall remain in effect.

SECTION 8. Notices. All notices and other communications hereunder shall  
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be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriter shall be directed to it at North Tower, World Financial Center, New York, New York 10281-1328, attention of Douglas W. Squires, Managing Director; notices to ML&Co. shall be directed to it at 100 Church St., 12th Floor, New York, New York 10007, attention of the Secretary, with a copy to the Treasurer at World Financial Center, South Tower, New York, New York 10080-6105; notices to the Company or CEI shall be directed to it at 1400 Lake Hearn Drive, Atlanta, Georgia 30319, attention of Andrew A. Merdek.

SECTION 9. Parties. This Agreement shall inure to the benefit of and be  
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binding upon each of the Underwriter, ML&Co., the Company and CEI and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriter, ML&Co., the Company and CEI and their respective successors and the controlling persons and officers and directors referred to in Sections 4 and 5 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Underwriter, ML&Co., the Company and CEI and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from the Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND

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CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. Effect of Headings. The Article and Section headings herein  
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and the Table of Contents are for convenience only and shall not affect the  
construction hereof.

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If the foregoing is in accordance with your understanding of our agreement,  
please sign and return to the Company a counterpart hereof, whereupon this  
instrument, along with all counterparts, will become a binding agreement among  
the Underwriter, ML&Co., CEI and the Company in accordance with its terms.

Very truly yours,

COX COMMUNICATIONS, INC.

By \_\_\_\_\_  
Name:  
Title:

COX ENTERPRISES, INC.

By \_\_\_\_\_  
Name:  
Title:

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

MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED

By \_\_\_\_\_  
Authorized Signatory

MERRILL LYNCH & CO., INC.

By \_\_\_\_\_  
Name:  
Title:

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MERRILL LYNCH & CO., INC.

TO

CHEMICAL BANK,

as Trustee

EIGHTH SUPPLEMENTAL INDENTURE

Dated as of May 1, 1996

Creating a series of Securities designated  
Structured Yield Product Exchangeable for Stock/SM/  
6% STRYPES/SM/ Due June 1, 1999

Supplemental to Indenture  
Dated as of April 1, 1983,  
as Amended

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Eighth Supplemental Indenture, dated as of May 1, 1996 (the "Supplemental Indenture"), by and between Merrill Lynch & Co., Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal office at World Financial Center, New York, New York 10281 (the "Company"), and Chemical Bank, a corporation duly organized and existing under the laws of the State of New York and successor by merger to Manufacturers Hanover Trust Company, having its Corporate Trust Office at 450 West 33rd Street, New York, New York 10001, as trustee (the "Trustee").

WHEREAS, the Company has heretofore executed and delivered its Indenture, dated as of April 1, 1983 and restated as of April 1, 1987 (as amended and supplemented to the date hereof, the "Principal Indenture"), to the Trustee to provide for the issuance from time to time of its unsecured and unsubordinated debentures, notes or other evidences of senior indebtedness (the "Securities"), unlimited as to principal amount; and

WHEREAS, the Principal Indenture, as amended by the Trust Indenture Reform Act of 1990, and this Supplemental Indenture are hereinafter collectively referred to as the "Indenture"; and

WHEREAS, the Company proposes to create and issue a new series of Securities designated its Structured Yield Product Exchangeable for Stock/SM/, 6% STRYPES/SM/ Due June 1, 1999 (each such Security being referred to herein as a "STRYPES"), the terms of which will require the Company to pay and discharge the STRYPES on their maturity date by delivering to the Holders thereof shares of Class A Common Stock, par value \$1.00 per share ("Cox Common Stock"), of Cox Communications, Inc., a Delaware corporation ("Cox") (or, in the event there shall occur a Reorganization Event (as defined in Section 303(b) of Article Three), cash, securities and/or other property in lieu thereof) and any Distributed Assets applicable thereto or, at the option of the Company, cash, in either case at the Payment Rate as provided herein; and

WHEREAS, Section 901 of the Principal Indenture provides that, 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 one or more indentures supplemental to the Principal Indenture, in form satisfactory to the Trustee, (a) to establish the form or terms of Securities of any series as permitted by Sections 201 and 301 thereof and (b) to cure any ambiguity, to correct or supplement any provision in the Principal Indenture which may be defective or inconsistent with any other provision of the Principal Indenture, or to make any other provisions with respect to matters or questions arising under the Principal Indenture which shall not adversely affect the interests of the Holders of Securities of any series or any related coupons in any material respect; and

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/SM/ Service mark of Merrill Lynch & Co., Inc.

WHEREAS, the Company has duly authorized the execution and delivery of this Supplemental Indenture, and all things necessary to make this Supplemental Indenture a valid agreement of the Company, in accordance with its terms, have been done;

NOW, THEREFORE, the Company and the Trustee, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby covenant and agree, for the equal and proportionate benefit of all Holders, as follows:

ARTICLE ONE

DEFINITIONS

SECTION 101. Definitions. For all purposes of the Principal Indenture and

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this Supplemental Indenture relating to the series of Securities (consisting of STRYPES) created hereby, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Capitalized terms used in the Principal Indenture and this Supplemental Indenture but not defined herein are used as

they are defined in the Principal Indenture.

"Business Day" means any day that is not a Saturday, a Sunday or a day on which the New York Stock Exchange, banking institutions or trust companies in The City of New York are authorized or obligated by law or executive order to close.

"CEI" has the meaning specified in Section 401.

"Closing Price" has the meaning specified in Section 301.

"Company" means the Person named as the "Company" in the first paragraph of this instrument until a successor corporation shall have become such pursuant to the applicable provisions of the Principal Indenture, and thereafter "Company" shall mean such successor corporation.

"Cox" has the meaning specified in the third recital of the Company in this instrument.

"Cox Common Stock" has the meaning specified in the third recital of the Company in this instrument.

"Cox Successor" has the meaning specified in Section 303(b).

"Debt Instrument" has the meaning specified in Section 502(a).

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"Distributed Assets" has the meaning specified in Section 303(a)(iii).

"Extraordinary Cash Dividend" has the meaning specified in Section 303(a)(vi).

"Event of Default" has the meaning specified in Section 601(b).

"Forward Contract" has the meaning specified in Section 502(a).

"Indenture" has the meaning specified in the second recital of the Company in this instrument.

"Initial Price" has the meaning specified in Section 301.

"Interest Payment Date" has the meaning specified in Section 201.

"Maturity Consideration" means the number of shares of Cox Common Stock (or, in the event there shall occur a Reorganization Event, cash, securities and/or other property in lieu thereof) and any Distributed Assets applicable thereto or, at the Company's option, the amount of cash, in either case deliverable upon payment and discharge of the STRYPES on the Maturity Date as provided in Article Three.

"Maturity Date" has the meaning specified in Section 201.

"Maturity Price" has the meaning specified in Section 301.

"Notice of Default" has the meaning specified in Section 601(b).

"NYSE" has the meaning specified in Section 301.

"Payment Rate" has the meaning specified in Section 301.

"Payment Rate Formula" has the meaning specified in Section 301.

"Principal Indenture" has the meaning specified in the first recital of the Company in this instrument.

"Redemption Date" has the meaning specified in Section 401.

"Regular Record Date" has the meaning specified in Section 201.

"Reorganization Event" has the meaning specified in Section 303(b).

"Securities" has the meaning specified in the first recital of the Company in this instrument.

"Share Components" has the meaning specified in Section 301.

"STRYPES" has the meaning specified in the third recital of the Company in this instrument.

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"STRYPES Certificates" has the meaning specified in Section 202.

"Supplemental Indenture" has the meaning specified in the first

paragraph of this instrument.

"Tax Event" has the meaning specified in Section 401.

"Tax Event Date" has the meaning specified in Section 401.

"Tax Event Redemption Price" has the meaning specified in Section 401.

"Threshold Appreciation Price" has the meaning specified in Section 301.

"Trading Day" has the meaning specified in Section 301.

"Transaction Value" has the meaning specified in Section 303(b).

"Trustee" means the Person named as the "Trustee" in the first paragraph of this instrument until a successor Trustee with respect to the STRYPES shall have become such pursuant to the applicable provisions of the Principal Indenture, and thereafter "Trustee" shall mean such successor Trustee.

"Unit" has the meaning specified in Section 502(a).

## ARTICLE TWO

### THE STRYPES

SECTION 201. Description of the STRYPES. The Securities shall be known

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and designated as the "Structured Yield Product Exchangeable for Stock, 6% STRYPES Due June 1, 1999" of the Company. The aggregate number of STRYPES which may be authenticated and delivered under this Supplemental Indenture is limited to 9,775,000 with an issue price of \$22.875 per STRYPES, or \$223,603,125 in the aggregate, except for STRYPES evidenced by STRYPES Certificates authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other STRYPES Certificates evidencing such STRYPES pursuant to Section 304, 305, 306 or 906 of the Principal Indenture.

The STRYPES shall mature on June 1, 1999 (the "Maturity Date"). On the Maturity Date, the STRYPES shall be paid and discharged as provided in Article Three of this Supplemental Indenture.

The STRYPES shall bear interest at the rate of \$1.37 per STRYPES per annum (or \$.3425 per STRYPES per quarter), from May 29, 1996, or from the most recent Interest Payment Date (as defined below) to which interest has been paid or provided for, as the case may be, until the

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Maturity Date or such earlier date on which such STRYPES is redeemed or the issue price of such STRYPES is repaid in accordance with the provisions of the Indenture. Interest shall be payable in cash quarterly in arrears on March 1, June 1, September 1 and December 1, beginning September 1, 1996, and on the Maturity Date (each, an "Interest Payment Date"), to the Persons in whose names the STRYPES are registered at the close of business on the last day (whether or not a Business Day) of the calendar month immediately preceding such Interest Payment Date (each, a "Regular Record Date"). Interest on the STRYPES shall be computed on the basis of a 360-day year of twelve 30-day months.

The interest on the STRYPES shall be payable and the Maturity Consideration or Tax Event Redemption Price shall be deliverable or payable at the office or agency of the Company in the Borough of Manhattan, The City of New York maintained for such purpose and at any other office or agency maintained by the Company for such purpose; provided, however, that at the option of the Company payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

From and after a Tax Event Date, the STRYPES will be redeemable at the option of the Company, in whole but not in part, as provided in Article Four of this Supplemental Indenture. The STRYPES are not subject to any sinking fund or other mandatory redemption provisions. The STRYPES shall not be payable at the option of the Holders prior to the Maturity Date.

The STRYPES shall be issuable only in registered form without coupons. The STRYPES will be issued in any whole numbers. No fractional STRYPES or scrip representing fractional STRYPES shall be issued.

SECTION 202. Form of STRYPES. The STRYPES shall be evidenced by

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certificates ("STRYPES Certificates") in the form attached hereto as Exhibit A.

## ARTICLE THREE

SECTION 301. Payment and Discharge on the Maturity Date. On the Maturity  
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Date, unless previously redeemed pursuant to Section 401 of Article Four, the Company shall pay and discharge each STRYPES by delivering to the Holder thereof a number of shares (such number of shares being hereinafter referred to as the "Payment Rate") of Cox Common Stock determined in accordance with the following formula (the "Payment Rate Formula"), subject to adjustment as a result of certain dilution events relating to the Cox Common Stock as provided for in Section 303 of this Article Three: (a) if the Maturity Price is greater than or equal to \$27.91 per share of Cox Common Stock (the "Threshold Appreciation Price"), .8196 shares of Cox Common Stock per STRYPES, (b) if the Maturity Price is less than the Threshold Appreciation Price but is greater than \$22.875 per share of Cox Common Stock (the "Initial Price"), a fractional share of Cox Common Stock per STRYPES so that the value thereof (determined based on the Maturity Price)

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is equal to the Initial Price (such fractional share being calculated to the nearest 1/10,000th of a share or, if there is not a nearest 1/10,000th of a share, to the next higher 1/10,000th of a share) and (c) if the Maturity Price is less than or equal to the Initial Price, one share of Cox Common Stock per STRYPES. The numbers of shares of Cox Common Stock per STRYPES specified in clauses (a) and (c) of the Payment Rate Formula are hereinafter referred to as the "Share Components". No fractional shares of Cox Common Stock shall be delivered on the Maturity Date as provided in Section 302 of this Article Three.

The term "Maturity Price" means, subject to Section 303(a) (v) of this Article Three, the sum of (A) the average Closing Price per share of Cox Common Stock on the 20 Trading Days immediately prior to, but not including, the second Trading Day preceding the Maturity Date and (B) the fair market value (as determined by the Board of Directors of the Company, whose determination shall be conclusive, and described in a resolution adopted with respect thereto) as of the third Trading Day preceding the Maturity Date of the Distributed Assets, if any, applicable to one share of Cox Common Stock. The term "Closing Price" means, with respect to any security on any date of determination, the closing sale price (or, if no closing price is reported, the last reported sale price) of such security on the New York Stock Exchange (the "NYSE") on such date or, if such security is not listed for trading on the NYSE on any such date, as reported in the composite transactions for the principal United States securities exchange on which such security is so listed, or if such security is not so listed on a United States national or regional securities exchange, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System, or, if such security is not so reported, the last quoted bid price for such security in the over-the-counter market as reported by the National Quotation Bureau or similar organization, or, if such bid price is not available, the market value of such security on such date as determined by a nationally recognized independent investment banking firm retained for this purpose by the Company. The term "Trading Day" means, with respect to any security the Closing Price of which is being determined, a day on which such security (A) is not suspended from trading on any national or regional securities exchange or association or over-the-counter market at the close of business and (B) has traded at least once on the national or

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regional securities exchange or association or over-the-counter market that is the primary market for the trading of such security.

SECTION 302. No Fractional Shares. No fractional shares or scrip  
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representing fractional shares of Cox Common Stock shall be delivered on the Maturity Date. If more than one STRYPES shall be held at one time by the same Holder, the number of full shares of Cox Common Stock which shall be delivered in payment of such Holder's STRYPES shall be computed on the basis of the aggregate number of STRYPES so held on the Maturity Date. In lieu of any fractional share of Cox Common Stock which would otherwise be deliverable upon payment and discharge of any STRYPES on the Maturity Date, the Company, through any applicable Paying Agent, shall make a cash payment in respect of such fractional interest in an amount equal to the value of such fractional share at the Maturity Price.

SECTION 303. Adjustment of Payment Rate Formula.  
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(a) Adjustment for Distributions, Reclassifications, etc. The Payment Rate  
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 Formula shall be subject to adjustment from time to time as follows:

(i) If Cox shall:

(A) pay a stock dividend or make a distribution with respect to Cox Common Stock in shares of such stock;

(B) subdivide or split the outstanding shares of Cox Common Stock into a greater number of shares;

(C) combine the outstanding shares of Cox Common Stock into a smaller number of shares; or

(D) issue by reclassification of shares of Cox Common Stock any shares of common stock of Cox;

then, in any such event, the Payment Rate Formula shall be adjusted so that each Holder of any STRYPES shall thereafter be entitled to receive, upon payment and discharge of such STRYPES on the Maturity Date (as provided in Section 301 of this Article Three) or upon redemption of such STRYPES on the Redemption Date (as provided in Section 401 of Article Four), the number of shares of Cox Common Stock which such Holder would have owned or been entitled to receive immediately following any event described above had such STRYPES been paid and discharged or redeemed immediately prior to such event or any record date with respect thereto. Each such adjustment shall become effective at the opening of business on the Business Day next following the record date for determination of holders of Cox Common Stock entitled to receive such dividend or distribution in the case of a dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, split, combination or reclassification. Each such adjustment shall be made successively.

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(ii) If Cox shall, after the date hereof, issue rights or warrants to all holders of Cox Common Stock entitling them to subscribe for or purchase shares of Cox Common Stock (other than rights to purchase Cox Common Stock pursuant to a plan for the reinvestment of dividends or interest) at a price per share less than the then current market price of the Cox Common Stock, then in each case the Payment Rate Formula shall be adjusted by multiplying each of the Share Components in the Payment Rate Formula in effect immediately prior to the date of issuance of such rights or warrants, by a fraction, the numerator of which shall be the number of shares of Cox Common Stock outstanding on the date of issuance of such rights or warrants, immediately prior to such issuance, plus the number of additional shares of Cox Common Stock offered for subscription or purchase pursuant to such rights or warrants, and the denominator of which shall be the number of shares of Cox Common Stock outstanding on the date of issuance of such rights or warrants, immediately prior to such issuance, plus the number of additional shares of Cox Common Stock which the aggregate offering price of the total number of shares of Cox Common Stock so offered for subscription or purchase pursuant to such rights or warrants would purchase at such current market price, which shall be determined by multiplying such total number of shares by the exercise price of such rights or warrants and dividing the product so obtained by such current market price. Such adjustment shall become effective at the opening of business on the Business Day next following the record date for the determination of stockholders entitled to receive such rights or warrants. To the extent that shares of Cox Common Stock are not delivered after the expiration of such rights or warrants, or if such rights or warrants are not issued, the Payment Rate Formula shall be readjusted to the Payment Rate Formula which would then be in effect had such adjustments for the issuance of such rights or warrants been made upon the basis of delivery of only the number of shares of Cox Common Stock actually delivered. Each such adjustment shall be made successively. For purposes of this subparagraph (ii), the term "current market price" shall mean the average Closing Price per share of Cox Common Stock on the 20 Trading Days immediately prior to the date such rights or warrants are issued; provided, however, if any event that would result in another adjustment of the Payment Rate Formula pursuant to this Section 303(a) occurs during such 20-day period, the current market price as determined pursuant to the foregoing shall be appropriately adjusted to reflect the occurrence of such event.

(iii) If Cox shall pay a dividend or make a distribution to all holders of Cox Common Stock of evidences of its indebtedness or other assets (excluding any stock dividends or distributions referred to in subparagraph (i) (A) above or any cash dividends that do not constitute Extraordinary Cash Dividends (as defined in subparagraph (vi) below)) or shall issue to all holders of Cox Common Stock rights or warrants to subscribe for or purchase any of its securities (other than those referred to in subparagraph (ii) above) (any of the foregoing evidences of indebtedness or other assets or rights or warrants being referred to herein as the "Distributed Assets"), then in each such case, the Payment Rate Formula shall be adjusted by multiplying each of the Share Components in the Payment Rate Formula in effect on the record date referred to below by a fraction, the numerator of which shall be the market price per share of the Cox Common Stock on the record date for the determination of stockholders entitled to receive such dividend or distribution or such rights or warrants, and the denominator of which shall be such market price per share of Cox Common Stock less the fair market value (as determined by the Board of Directors of the Company, whose determination shall be conclusive, and described in a resolution adopted with

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respect thereto) as of such record date, of the portion of the Distributed Assets so distributed applicable to one share of Cox Common Stock; provided, however, that in the event that the then fair market value (as so determined) of the portion of the Distributed Assets so distributed applicable to one share of Cox Common Stock is equal to or greater than the market price per share of Cox Common Stock as of such record date, in lieu of the foregoing adjustment, (A) the Company shall reserve such Distributed Assets (or, in the case of Distributed Assets of a kind described in (z) below, an amount in cash equal to the fair market value thereof, determined in the manner and as of the date described in clause (z) below) for delivery to the Holders of the STRYPES on the Maturity Date or the Redemption Date and, on the Maturity Date or the Redemption Date, shall deliver to each such Holder, in addition to the shares of Cox Common Stock (or cash in lieu thereof) to which such Holder is otherwise entitled, (x) in respect of that portion, if any, of the Distributed Assets consisting of cash, the amount of such Distributed Assets consisting of cash which such Holder would have received had such Holder held the aforementioned shares of Cox Common Stock to which such Holder is otherwise entitled immediately prior to the record date for the determination of stockholders entitled to receive such dividend or distribution or such rights or warrants, without interest, plus (y) in respect of that portion, if any, of the Distributed Assets consisting of securities for which there is an actual or when issued trading market ("marketable securities"), the amount of such Distributed Assets consisting of marketable securities which such Holder would have received had such Holder held the aforementioned shares of Cox Common Stock to which such Holder is otherwise entitled immediately prior to the record date for the determination of stockholders entitled to receive such dividend or distribution or such rights or warrants, plus (z) in respect of that portion, if any, of the Distributed Assets which are of a kind other than that described in clause (x) or (y) above, an amount in cash equal to the fair market value (as determined by the Board of Directors of the Company, whose determination shall be conclusive, and described in a resolution adopted with respect thereto), as of the record date for determination of stockholders entitled to receive such dividend or distribution or such rights or warrants, of the Distributed Assets consisting of other assets which such Holder would have received had such Holder held the aforementioned shares of Cox Common Stock to which such Holder is otherwise entitled immediately prior to such record date, without interest thereon, and (B) clause (b) of the Payment Rate Formula shall be adjusted to provide that, if the Maturity Price is less than the Threshold Appreciation Price but is greater than the Initial Price, each Holder of STRYPES will receive for each STRYPES on the Maturity Date a fractional share of Cox Common Stock per STRYPES so that the value thereof (determined based on the Maturity Price), together with the value of any Distributed Assets applicable thereto, is equal to the Initial Price. Each such adjustment shall become effective on the opening of business on the Business Day next following the record date for the determination of stockholders entitled to receive such dividend or distribution or such rights or warrants. To the extent that such dividend or distribution is not so paid or made, the Payment Rate Formula shall be readjusted to the Payment Rate Formula which would then be in effect if such dividend or distribution had not occurred. Each such adjustment shall be made successively. For purposes of this subparagraph (iii), the term "market price" shall mean the average Closing Price per share of Cox Common Stock on the 20 Trading Days immediately prior to such record date for the determination of stockholders entitled to receive such dividend or distribution or such rights or warrants; provided, however, if any event that would result in another adjustment of the Payment Rate Formula pursuant to this Section 303(a) occurs during such 20-day period, the market price as determined pursuant to the foregoing shall be appropriately adjusted to reflect the occurrence of such event.

(iv) Any shares of Cox Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the close of business on the record date for

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such dividend for purposes of calculating the number of outstanding shares of Cox Common Stock under subparagraph (ii) above.

(v) All adjustments to the Payment Rate Formula shall be calculated to the nearest 1/10,000th of a share of Cox Common Stock (or if there is not a nearest 1/10,000th of a share to the next lower 1/10,000th of a share). No adjustment in the Payment Rate Formula shall be required unless such adjustment would require an increase or decrease of at least one percent therein; provided, however, that any adjustments which by reason of this subparagraph are not required to be made shall be carried forward and taken into account in any subsequent adjustment. If an adjustment is made to the Payment Rate Formula pursuant to subparagraph (i), (ii) or (iii) of this Section 303(a), an adjustment shall also be made to the Maturity Price solely to determine which of clauses (a), (b) or (c) of the Payment Rate Formula in Section 301 will apply on the Maturity Date. The required adjustment to the Maturity Price shall be made by multiplying each of the Closing Prices used in determining the Maturity Price by a fraction, the numerator of which shall be the Share Component in clause (c) of the Payment Rate Formula immediately after such adjustment pursuant to subparagraph (i), (ii) or (iii) and the denominator of which shall be the Share Component in clause (c) of the Payment Rate Formula immediately before such adjustment. Each such adjustment shall be made successively. This subparagraph

(v) shall be so used to adjust the definition of Maturity Price only as such term is used for the first time in each of clauses (a), (b) and (c) of the Payment Rate Formula.

(vi) For purposes of the foregoing, the term "Extraordinary Cash Dividend" shall mean, with respect to any consecutive 12-month period, any cash dividend with respect to Cox Common Stock the amount of which, together with the aggregate amount of all other such cash dividends on the Cox Common Stock occurring in such 12-month period, exceeds on a per share basis 10% of the average of the Closing Prices per share of the Cox Common Stock over such 12-month period, and for purposes of applying the formula set forth in subparagraph (iii) above, the fair market value of such dividends being calculated pursuant to such subparagraph (iii) shall be equal to (x) the aggregate amount of such cash dividend together with the amounts of such other cash dividends occurring in such period minus (y) the aggregate amount of such other cash dividends occurring in such period for which a prior adjustment in the Payment Rate Formula was previously made under this Section 303(a). In making the determinations required by the foregoing sentence, the amount of cash dividends paid on a per share basis shall be appropriately adjusted to reflect the occurrence during such period of any event described in this Section 303(a).

(b) Adjustment for Consolidation, Merger or Other Reorganization Event. In

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the event of (i) any consolidation or merger of Cox, or any surviving entity or subsequent surviving entity of Cox (a "Cox Successor"), with or into another entity (other than a merger or consolidation in which Cox is the continuing corporation and in which the Cox Common Stock outstanding immediately prior to the merger or consolidation is not exchanged for cash, securities or other property of Cox or another corporation), (ii) any sale, transfer, lease or conveyance to another corporation of the property of Cox or any Cox Successor as an entirety or substantially as an entirety, (iii) any statutory exchange of securities of Cox or any Cox Successor with another corporation (other than in connection with a merger or acquisition) or

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(iv) any liquidation, dissolution, winding up or bankruptcy of Cox or any Cox Successor (any such event described in clause (i), (ii), (iii) or (iv), a "Reorganization Event"), the Payment Rate Formula used to determine the amount payable on the Maturity Date for each STRYPES will be adjusted to provide that each Holder of STRYPES will receive for each STRYPES on the Maturity Date cash in an amount equal to (a) if the Transaction Value (as defined below) is greater than or equal to the Threshold Appreciation Price, .8196 multiplied by the Transaction Value, (b) if the Transaction Value is less than the Threshold Appreciation Price but greater than the Initial Price, the Initial Price and (c) if the Transaction Value is less than or equal to the Initial Price, the Transaction Value. "Transaction Value" means (x) for any cash received in any such Reorganization Event, the amount of cash received per share of Cox Common Stock, (y) for any property other than cash or securities received in any such Reorganization Event, an amount equal to the market value on the Maturity Date of such property received per share of Cox Common Stock as determined by a nationally recognized independent investment banking firm retained for this purpose by the Company and (z) for any securities received in any such Reorganization Event, an amount equal to the average Closing Price per unit of such securities on the 20 Trading Days immediately prior to the second Trading Day preceding the Maturity Date, multiplied by the number of such securities received for each share of Cox Common Stock. Notwithstanding the foregoing, in the event that property or securities, or a combination of cash, on the one hand, and property or securities, on the other, are received in such Reorganization Event, the Company may, at its option, in lieu of delivering cash as described above, deliver the amount of cash, securities and other property received per share of Cox Common Stock in such Reorganization Event determined in accordance with clause (x), (y) or (z) above, as applicable. If the Company elects to deliver securities or other property, Holders of the STRYPES will be responsible for the payment of any and all brokerage and transaction costs upon any subsequent sale of such securities or other property. The kind and amount of securities with which the STRYPES shall be paid and discharged after consummation of such transaction shall be subject to adjustment as described in paragraph (a) above following the date of consummation of such transaction.

SECTION 304. Payment and Discharge With Cash.

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Notwithstanding the provisions of Sections 301, 302 and 303 of this Article Three, the Company may, at its option, in lieu of delivering shares of Cox Common Stock and any Distributed Assets applicable thereto, deliver cash in an amount (calculated to the nearest 1/100th of a dollar per STRYPES or, if there is not a nearest 1/100th of a dollar, then to the next higher 1/100th of a dollar) equal to the value of such number of shares of Cox Common Stock at the Maturity Price, plus the fair market value (as determined by the Board of Directors of the Company, which determination shall be conclusive, and described in a resolution adopted with respect thereto) as of the third Trading Day preceding the Maturity Date of any such Distributed Assets applicable thereto. Such option, if exercised by the Company, must be exercised with respect to all shares of Cox Common Stock and Distributed Assets otherwise deliverable on the

Maturity Date upon payment and discharge of all Outstanding STRYPES. In determining the amount of cash deliverable upon payment and discharge of the STRYPES in lieu of shares of Cox Common Stock and any Distributed Assets pursuant to the second preceding sentence, if more than one STRYPES shall be held at one time by the same Holder, the amount of cash which shall be delivered to such Holder upon payment and discharge shall be computed on the basis of the aggregate number of STRYPES so held on the Maturity Date.

SECTION 305. Notice of Adjustments and Certain Other Events.  
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(a) Whenever the Payment Rate Formula requires adjustment as herein provided, the Company shall:

(i) forthwith compute the adjusted Payment Rate Formula in accordance with Section 303 of this Article Three and prepare a certificate signed by an officer of the Company setting forth the adjusted Payment Rate Formula, the method of calculation thereof in reasonable detail, and the facts requiring such adjustment and upon which such adjustment is based, which certificate shall be conclusive, final and binding evidence of the correctness of the adjustment, and file such certificate forthwith with the Trustee; and

(ii) within 10 Business Days following the occurrence of an event that requires an adjustment to the Payment Rate Formula pursuant to Section 303 of this Article Three (or if the Company is not aware of such occurrence, as soon as practicable after becoming so aware), provide written notice to the Trustee and to the Holders of the STRYPES of the occurrence of

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such event and a statement in reasonable detail setting forth the adjusted Payment Rate Formula and the method by which the adjustment to the Payment Rate Formula was determined, provided, that, in respect of any adjustment to the Maturity Price required pursuant to Section 303(a)(v), such notice need only disclose the factor by which each of the Closing Prices used in determining the Maturity Price is to be multiplied in order to determine the Payment Rate on the Maturity Date, it being understood that, until the Maturity Date, the Payment Rate itself cannot be determined.

(b) In case at any time while any of the STRYPES are outstanding the Company receives notice that:

(i) Cox shall declare a dividend (or any other distribution) on or in respect of the Cox Common Stock to which Section 303(a)(i) or (iii) shall apply (other than any cash dividends and distributions, if any, paid from time to time by Cox that do not constitute Extraordinary Cash Dividends);

(ii) Cox shall authorize the issuance to all holders of Cox Common Stock of rights or warrants to subscribe for or purchase shares of Cox Common Stock or of any other subscription rights or warrants;

(iii) there shall occur any conversion or reclassification of Cox Common Stock (other than a subdivision or combination of outstanding shares of such Cox Common Stock) or any consolidation, merger or reorganization to which Cox is a party and for which approval of any stockholders of Cox is required, or the sale or transfer of all or substantially all of the assets of Cox; or

(iv) there shall occur the voluntary or involuntary dissolution, liquidation, winding up or bankruptcy of Cox;

then the Company shall promptly cause to be delivered to the Trustee and any applicable Paying Agent and filed at the office or agency maintained for the purpose of payment and discharge of STRYPES on the Maturity Date in the Borough of Manhattan, The City of New York by the Trustee (or any applicable Paying Agent), and shall promptly cause to be mailed to the Holders of STRYPES at their last addresses as they shall appear in the Security Register, at least 10 days before the date hereinafter specified (or the earlier of the dates hereinafter specified, in the event that more than one is specified), a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or grant of rights or warrants, or, if a record is not to be taken, the date as of which the holders of Cox Common Stock of record to be entitled to such dividend, distribution or grant of rights or warrants are to be determined, or (y) the date, if known by the Company, on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation, winding up or bankruptcy is expected to become effective.

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(c) On or prior to the sixth Business Day preceding the Maturity Date, the Company will notify The Depository Trust Company and the Trustee and will publish a notice in The Wall Street Journal or another daily newspaper of national circulation stating whether the STRYPES will be paid and discharged with shares of Cox Common Stock or cash (or any securities or other property that may be delivered pursuant to Section 303(b) of this Article Three) on the Maturity Date in accordance with Section 301 of this Article Three.



SECTION 306. Shares Free and Clear. The Company hereby warrants that upon

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payment and discharge of a STRYPES on the Maturity Date pursuant to this Supplemental Indenture, the Holder of a STRYPES shall receive all rights held by the Company in the Maturity Consideration with which such STRYPES is at such time payable and dischargeable pursuant to this Supplemental Indenture, free and clear of any and all liens, claims, charges and encumbrances, other than any liens, claims, charges and encumbrances which may have been placed on any Maturity Consideration by the prior owner thereof prior to the time such Maturity Consideration was acquired by the Company. Except as provided in Section 501 of Article Five, the Company will pay all taxes and charges with respect to the delivery of the Maturity Consideration delivered upon payment and discharge of STRYPES hereunder. In addition, the Company further warrants that any Maturity Consideration so delivered upon payment and discharge of STRYPES hereunder shall be free of any transfer restrictions (other than such as are solely attributable to any Holder's status as an affiliate of Cox).

SECTION 307. Cancellation of STRYPES Certificates. Upon receipt by the

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Trustee of a STRYPES Certificate delivered to it for payment and discharge of the STRYPES evidenced thereby under this Article Three, the Trustee shall cancel and dispose of the same as provided in Section 309 of the Principal Indenture.

#### ARTICLE FOUR

##### SPECIAL REDEMPTION UPON TAX EVENT

SECTION 401. Special Redemption Upon Tax Event. The STRYPES shall be

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redeemable at the option of the Company, in whole but not in part, at any time from and after the date (the "Tax Event Date") on which a Tax Event shall occur at a price per STRYPES (the "Tax Event Redemption Price") equal to (a) an amount of cash equal to the sum of (x) all accrued and unpaid interest on such STRYPES to the date fixed for redemption (the "Redemption Date"), (y) the sum of all interest payments on such STRYPES due after the Redemption Date and on or prior to the Maturity Date and (z) \$1.37, plus (b) a number of shares of Cox Common Stock (or any cash, securities or other property that may be delivered pursuant to Section 303(b) of Article Three), including any Distributed Assets applicable thereto, determined in accordance with the Payment Rate Formula, with the Redemption Date being deemed to be the Maturity Date for purposes of calculating the Maturity Price.

A "Tax Event" means that Cox Enterprises, Inc. ("CEI") shall have delivered to the Company an opinion from independent tax counsel experienced in such matters to the effect that, as a result of (a) any amendment or proposed amendment to, or change (including any

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announced prospective change) or proposed change in, the laws (or any regulations thereunder) of the United States or any taxing authority thereof or therein or (b) any amendment to, or change in, an interpretation or application of such laws or regulations by any legislative body, court, governmental agency or regulatory authority, enacted, promulgated, introduced, issued or announced or which interpretation is issued or announced or which action is taken, on or after May 22, 1996, there is more than an insubstantial risk that a corporation that sells or otherwise disposes of stock in another corporation on a date that is after May 22, 1996 and that is on or prior to the Maturity Date would not be permitted to specifically identify the stock sold or disposed of for purposes of determining the amount of such corporation's gain or loss on the stock sold or disposed of for United States Federal income tax purposes.

SECTION 402. Notice of Redemption. The Company shall provide notice of

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any call for redemption of STRYPES to Holders of record of the STRYPES not less than 10 nor more than 30 calendar days prior to the related Redemption Date. Such notice will state the following and may contain such other information as the Company deems advisable: (a) the Redemption Date; (b) the place or places where certificates for the STRYPES are to be surrendered for redemption and (c) that interest will cease to accrue on the STRYPES on the Redemption Date (except as otherwise provided in the Indenture). Any such notice will be provided by mail, sent to each Holder of record of STRYPES at such Holder's address as it appears on the Security Register, first class postage prepaid; provided, however, that failure to give such notice or any defect therein shall not affect the validity of the proceeding for redemption of any STRYPES except as to the Holder to whom the Company has failed to give said notice or whose notice was defective. At or prior to the mailing of such notice of redemption, the Company will publish a public announcement of redemption in The Wall Street Journal or another daily newspaper of national circulation.

SECTION 403. No Fractional Shares. The Company will not be required to

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deliver any fractional share of Cox Common Stock on the Redemption Date and, in

lieu thereof, will pay an amount in cash equal to the value of such fractional share of Cox Common Stock based on the average Closing Price per share of Cox Common Stock on the 20 Trading Days immediately prior to, but not including, the second Trading Day preceding the Redemption Date.

SECTION 404. Deposit of Shares and Funds. The Company's obligation to pay

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the Tax Event Redemption Price upon redemption in accordance with Section 401 of this Article Four shall be deemed fulfilled if, on or before a Redemption Date, the Company shall irrevocably deposit, with a bank or trust company, or an affiliate of a bank or trust company, having an office or agency in The City of New York and having a capital and surplus of at least \$50,000,000, or shall set aside or make other reasonable provision for the delivery and payment of, such number of shares of Cox Common Stock (or any cash, securities or other property that may be delivered pursuant to Section 303(b) of Article Three), including any Distributed Assets applicable thereto, and funds for payment of such Tax Event Redemption Price as is required to be delivered and paid by the Company pursuant to Section 401 of this Article Four upon the occurrence of such redemption (and, if applicable, funds for payment of cash in lieu of the issuance of fractional share amounts as provided by Section 403 of this Article Four). Any interest accrued on such funds shall be paid to the Company from time to time. Any shares of Cox Common Stock (or any cash, securities or other property that may be delivered pursuant to Section 303(b) of Article Three), including any Distributed Assets applicable thereto, and funds so deposited and unclaimed at the end of two years from such Redemption Date shall be repaid and released to the Company, after

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which the Holder or Holders of such STRYPES called for redemption shall look only to the Company for delivery of such shares of Cox Common Stock (or any cash, securities or other property that may be delivered pursuant to Section 303(b) of Article Three), including any Distributed Assets applicable thereto, and funds.

SECTION 405. Surrender of Certificates; Rights of Holder. Each Holder of

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STRYPES shall surrender the STRYPES Certificates evidencing such STRYPES (properly endorsed or assigned for transfer, if the Board of Directors of the Company shall so require and the redemption notice shall so state) to the Company at the place designated in the notice of such redemption and shall thereupon be entitled to receive the Tax Event Redemption Price pursuant to Section 401 of this Article Four following such surrender and on and following such Redemption Date. If such notice of redemption shall have been given, and if on the Redemption Date shares of Cox Common Stock (or any cash, securities or other property that may be delivered pursuant to Section 303(b) of Article Three), including any Distributed Assets applicable thereto, and funds necessary for redemption shall have been irrevocably either set aside by the Company separate and apart from its other funds or assets in trust for the account of the Holders of STRYPES (and so as to be and continue to be available therefor) or deposited with a bank or trust company or an affiliate thereof as provided herein or the Company shall have made other reasonable provision therefor, then, notwithstanding that the STRYPES Certificates evidencing any STRYPES shall not have been surrendered, the STRYPES evidenced thereby shall be deemed no longer outstanding, interest on the STRYPES shall cease to accrue on the Redemption Date and all rights of a Holder of the STRYPES shall forthwith after such date cease and terminate, except the right to receive the shares of Cox Common Stock (or any cash, securities or other property that may be delivered pursuant to Section 303(b) of Article Three), including any Distributed Assets applicable thereto, and funds constituting the Tax Event Redemption Price (and cash in lieu of any fractional share amount) deliverable and payable pursuant to Section 401 of this Article Four without interest upon surrender of their STRYPES Certificates therefor (unless the Company defaults on the payment of such Tax Event Redemption Price).

ARTICLE FIVE

TAXES

SECTION 501. Documentary, Stamp, Transfer or Similar Taxes. The Company

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will pay any and all documentary, stamp, transfer or similar taxes that may be payable in respect of the transfer and delivery of Cox Common Stock (or any securities or other property that may be delivered pursuant to Section 303(b) of Article Three), including any Distributed Assets applicable thereto, pursuant to this Supplemental Indenture; provided, however, that the Company shall not be required to pay any such tax which may be payable in respect of any transfer involved in the delivery of Cox Common Stock (or any securities or other property that may be delivered pursuant to Section 303(b) of Article Three), including any Distributed Assets applicable thereto, in a name other than that in which the STRYPES so paid and discharged were registered, and no such transfer or delivery shall be made unless and until the Person requesting such transfer has paid to the Company the amount of any such tax, or has established, to the satisfaction of the Company, that such tax has been paid.

SECTION 502. Treatment of STRYPES. The parties hereto hereby agree, and  
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each Holder of a STRYPES by its purchase of a STRYPES hereby agrees:

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- (a) to treat, for all United States Federal, state and local tax purposes, each STRYPES as a unit (a "Unit") consisting of (A) a debt instrument (the "Debt Instrument") with a fixed principal amount unconditionally payable on the Maturity Date equal to the issue price of the STRYPES and bearing interest at the stated interest rate on the STRYPES and (B) a forward purchase contract (the "Forward Contract") pursuant to which the Holder is irrevocably committed to use the principal payment due on the Debt Instrument to purchase on the Maturity Date or upon redemption the Cox Common Stock which the Company is obligated to deliver at that time (subject to the Company's right to deliver cash with an equal value in lieu of the Cox Common Stock), which treatment will require, among other things, each Holder that is subject to United States Federal income tax in connection with its ownership of the STRYPES to include currently in income payments denominated as interest that are made with respect to the STRYPES in accordance with such Holder's regular method of tax accounting and to treat the Debt Instrument as having been issued with original issue discount in an amount equal to 1.4% of the issue price of the STRYPES;
- (b) in the case of purchases of STRYPES in connection with the original issuance thereof, (A) to allocate \$22.555 of the entire initial purchase price of a STRYPES (i.e., the issue price of a STRYPES) to the Debt Instrument component and to allocate the remaining \$.32 of the entire initial purchase price of a STRYPES to the Forward Contract component and (B) to treat such acquisition of the STRYPES by the Holder as a purchase of the Debt Instrument by the Holder for \$22.555 and the making of an initial payment by the Holder with respect to the Forward Contract of \$.32;
- (c) in the case of purchases and sales of STRYPES subsequent to the original issuance thereof, the purchase price paid (or received) by a Holder will be allocated by the Holder between the Debt Instrument and the Forward Contract based upon their relative fair market values (as determined on the date of acquisition or disposition);
- (d) to file all United States Federal, state and local income, franchise and estate tax returns consistent with the treatment of each STRYPES as a Unit consisting of the Debt Instrument and the Forward Contract (in the absence of any change or clarification in applicable law, by regulation or otherwise, requiring a different characterization or treatment of the STRYPES).

#### ARTICLE SIX

##### AMENDMENT OF CERTAIN PROVISIONS OF THE PRINCIPAL INDENTURE

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SECTION 601. Amendments Relating to the STRYPES. The Principal  
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Indenture is hereby amended, solely with respect to the STRYPES, as follows:

(a) By deleting Section 308 of the Principal Indenture in its entirety and inserting in its stead the following:

"SECTION 308. Persons Deemed Owners. Prior to due presentment of a STRYPES Certificate for registration of transfer of STRYPES evidenced thereby, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name such STRYPES Certificate is registered as the owner of the STRYPES evidenced thereby for the purpose of receiving delivery or payment of the Maturity Consideration or Tax Event Redemption Price in respect of, and (subject to Sections 305 and 307) interest on, such STRYPES and for all other purposes whatsoever, whether or not such STRYPES 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."

(b) By deleting Section 501 of the Principal Indenture in its entirety and inserting in its stead the following:

"SECTION 501. Events of Default. "Event of Default", wherever used herein with respect to STRYPES, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) failure to deliver or pay the Maturity Consideration on the Maturity Date, or to pay the Tax Event Redemption Price on the Redemption Date; or

(2) failure to pay any interest on any STRYPES when due, and continuance of such failure for a period of 30 days; or

(3) failure to perform any other covenant of the Company in this Indenture (other than a covenant a failure in whose performance is elsewhere in this Section specifically dealt with), and the continuance of such failure 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 10% of the aggregate issue price of the Outstanding STRYPES a written notice specifying such failure and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder; or

(4) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Company in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Company or for any substantial part of its property, or ordering the winding-up or liquidation of

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its affairs, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days; or

(5) the Company shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Company or for any substantial part of its property, or shall fail generally to pay its debts as they become due or shall take any corporate action in furtherance of any of the foregoing."

(c) By deleting Section 502 of the Principal Indenture in its entirety and inserting in its stead the following:

"SECTION 502. Acceleration of Maturity; Rescission and Annulment. If an Event of Default (other than an Event of Default specified in Section 501(4) or 501(5)) occurs and is continuing, then and in every such case the Trustee or the Holders of not less than 25% of the aggregate issue price of the Outstanding STRYPES may declare an amount equal to the issue price of all the STRYPES to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by the Holders), and upon any such declaration such amount shall become immediately due and payable in cash. If an Event of Default specified in Section 501(4) or 501(5) occurs, an amount equal to the issue price of all the STRYPES shall automatically, and without any declaration or other action on the part of the Trustee or any Holder, become immediately due and payable in cash.

At any time after such a declaration of acceleration has been made or an Event of Default specified in Section 501(4) or 501(5) has occurred, and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter provided, the Holders of a majority of the aggregate issue price of the Outstanding STRYPES, by written notice to the Company and the Trustee, may rescind and annul such declaration or Event of Default and its consequences if

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

(A) all overdue installments of interest on all STRYPES,

(B) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate borne by the STRYPES, and

(C) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel,

and

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(2) all Events of Default with respect to the STRYPES, other than the non-payment of the amount equal to the issue price of all the STRYPES due solely by reason of such declaration of acceleration or Event of Default specified in Section 501(4) or 501(5), have been cured or

waived as provided in Section 513.

No such rescission shall affect any subsequent default or impair any right consequent thereon."

(d) By deleting the first paragraph of Section 503 of the Principal Indenture in its entirety and inserting in its stead the following:

"The Company covenants that, if default is made in the payment of any installment of interest on any STRYPES (other than interest due on the Maturity Date) when such interest becomes due and payable and such default continues for a period of 30 days, the Company will, upon demand of the Trustee, pay to it, for the benefit of the Holders of such STRYPES, an amount equal to the issue price of all the STRYPES, the whole amount of interest then due and payable on such STRYPES and, to the extent that payment of such interest shall be legally enforceable, interest on any overdue interest, at the rate borne by the STRYPES, 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.

The Company further covenants that, if the Maturity Consideration or any interest due on the Maturity Date is not delivered or paid in respect of any STRYPES on the Maturity Date or if the Tax Event Redemption Price is not delivered or paid in respect of any STRYPES on the Redemption Date, the Company will, upon demand of the Trustee, pay to it, for the benefit of the Holders of such STRYPES, the Maturity Consideration or Tax Event Redemption Price, as the case may be, then due and payable on such STRYPES, the whole amount of interest then due and payable on such STRYPES and, to the extent that payment of such interest shall be legally enforceable, interest on any Maturity Consideration or Tax Event Redemption Price, as the case may be, that is overdue and on any overdue interest, at the rate borne by the STRYPES, 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."

(e) By deleting Section 506 of the Principal Indenture in its entirety and inserting in its stead the following:

"SECTION 506. Application of Money Collected. Any money collected by the Trustee pursuant to this Article shall be applied 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 the Maturity Consideration, the Tax Event Redemption Price or interest, upon presentation of the

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relevant STRYPES Certificate and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

FIRST: To the payment of all amounts due the Trustee under Section 607;

SECOND: To the payment of any amounts then due and unpaid on the STRYPES in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such STRYPES; and

THIRD: The balance, if any, to the Person or Persons entitled thereto."

(f) By deleting Section 508 of the Principal Indenture in its entirety and inserting in its stead the following:

"SECTION 508. Unconditional Right of Holders to Receive the Maturity Consideration and Interest. Notwithstanding any other provision in this Indenture, the Holder of any STRYPES shall have the right, which is absolute and unconditional, to receive (subject to Section 502) payment of the Maturity Consideration or Tax Event Redemption Price in respect of and (subject to Sections 305 and 307) interest on such STRYPES and to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Holder."

(g) By deleting the first sentence of Section 513 of the Principal Indenture in its entirety and inserting in its stead the following:

"The Holders of not less than a majority of the aggregate issue price of the Outstanding STRYPES may on behalf of the Holders of all STRYPES waive any past default hereunder and its consequences, except a default

(1) in the delivery or payment of the Maturity Consideration or the Tax Event Redemption Price or in the payment of interest on any STRYPES, or

(2) in respect of a covenant or provision hereof which under Article

Nine cannot be modified or amended without the consent of the Holder of each Outstanding STRYPES affected."

(h) By deleting Section 801 of the Principal Indenture in its entirety and inserting in its stead the following:

"SECTION 801. Consolidations and Mergers of the Company and Sales, Leases and Conveyances Permitted Subject to Certain Conditions. The Company may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other corporation, provided that in any such case, (i) either the Company shall be the continuing corporation, or the successor corporation shall be a corporation organized and

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existing under the laws of the United States of America or a State thereof and such successor corporation shall expressly assume the due and punctual delivery or payment of the Maturity Consideration or Tax Event Redemption Price in respect of and interest on all the STRYPES, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed by the Company by supplemental indenture satisfactory to the Trustee, executed and delivered to the Trustee by such corporation, and (ii) the Company or such successor corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale, lease or conveyance, be in default in the performance of any such covenant or condition."

(i) By deleting the first sentence of Section 902 of the Principal Indenture in its entirety and inserting in its stead the following:

"With the consent of the Holders of not less than 66-2/3% of the aggregate issue price of the Outstanding STRYPES, by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of STRYPES under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding STRYPES affected thereby,

(1) change the Maturity Date or the Stated Maturity of any installment of interest on any STRYPES, or reduce the amount of Maturity Consideration deliverable or payable on the Maturity Date or reduce the amount of interest payable on any STRYPES or reduce the amount of cash payable with respect to any STRYPES upon acceleration of the Maturity, or change the provisions with respect to redemption of any STRYPES, or change any Place of Payment where, or the coin or currency in which, any interest on or any amount of cash payable with respect to any STRYPES is payable, or impair the right to institute suit for the enforcement of (i) any payment on or with respect to any STRYPES or (ii) the delivery or payment of the Maturity Consideration or Tax Event Redemption Price with respect to any STRYPES, or

(2) reduce the percentage of the aggregate issue price of Outstanding STRYPES, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for waiver (of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided for in this Indenture, or reduce the requirements of Section 1404 for quorum or voting, or

(3) modify any of the provisions of this Section, or Section 513, or Section 1007, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Outstanding STRYPES affected thereby.

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(j) By deleting Section 1001 of the Principal Indenture in its entirety and inserting in its stead the following:

"SECTION 1001. Delivery and Payment of the Maturity Consideration or Tax Event Redemption Price and Interest. The Company covenants and agrees for the benefit of the Holders of the STRYPES that it will duly and punctually deliver or pay the Maturity Consideration or Tax Event Redemption Price in respect of, and interest on, the STRYPES in accordance with the terms of the STRYPES and this Indenture."

(k) By deleting Section 1003 of the Principal Indenture in its entirety and inserting in its stead the following:

"SECTION 1003. Money for Security Payments to Be Held in Trust. If the Company shall at any time act as its own Paying Agent, it will, on or before each due date of the Maturity Consideration or Tax Event Redemption Price in respect of, or interest on, any of the STRYPES, segregate and hold

in trust for the benefit of the Persons entitled thereto consideration in an amount sufficient to deliver or pay the Maturity Consideration or Tax Event Redemption Price or a sum sufficient to pay the interest so becoming due until such consideration shall be delivered or paid to such Persons or otherwise disposed of as herein provided and will promptly notify the Trustee of its action or failure so to act.

Whenever the Company shall have one or more Paying Agents, it will, prior to each due date of the Maturity Consideration or Tax Event Redemption Price in respect of, or interest on, any STRYPES, deposit with a Paying Agent consideration in an amount sufficient to deliver or pay the Maturity Consideration or Tax Event Redemption Price or a sum sufficient to pay the interest so becoming due, such consideration to be held as provided by the Trust Indenture Act, and (unless such Paying Agent is the Trustee) the Company will promptly notify the Trustee of its action or failure so to act.

The Company will cause each Paying Agent 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 (i) comply with the provisions of the Trust Indenture Act applicable to it as Paying Agent and (ii) during the continuance of any default by the Company (or any other obligor upon the STRYPES) in the making of any payment in respect of the STRYPES, upon the written request of the Trustee, forthwith pay to the Trustee all sums held in trust by such Paying Agent as such.

The Company may at any time, for any 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 trusts as those upon which such sums were held by the Company or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

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Any consideration deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the interest on or delivery upon discharge of any STRYPES and remaining unclaimed for two years after such consideration 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 STRYPES 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 consideration, 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 an Authorized Newspaper in each Place of Payment or to be mailed to Holders of the STRYPES, or both, notice that such consideration remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication or mailing, any unclaimed balance of such consideration then remaining will be repaid to the Company."

SECTION 602. Interpretation of Principal Indenture. Except as

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otherwise specifically provided in this Supplemental Indenture, whenever in the Principal Indenture there is mentioned, in any context, the principal of or principal amount of any Security of any series or a percentage in principal amount of the Outstanding Securities of any series, such mention shall be deemed to be, solely with respect to the STRYPES, the issue price of the STRYPES or a percentage of the aggregate issue price of the Outstanding STRYPES.

ARTICLE SEVEN

MISCELLANEOUS

SECTION 701. Effect of Supplemental Indenture. The Principal

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Indenture, as supplemented and amended by this Supplemental Indenture and all other indentures supplemental thereto, is in all respects ratified and confirmed, and the Principal Indenture, this Supplemental Indenture and all indentures supplemental thereto shall be read, taken and construed as one and the same instrument.

SECTION 702. Conflict with Trust Indenture Act. If any provision

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hereof limits, qualifies or conflicts with another provision hereof which is required to be included in this Supplemental Indenture by any of the provisions of the Trust Indenture Act, such required provision shall control.

SECTION 703. Successors and Assigns. All covenants and agreements in

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this Supplemental Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

SECTION 704. Separability Clause. In case any provision in this  
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Supplemental Indenture or in the STRYPES shall be invalid, illegal or unenforceable, the validity, legality and

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enforceability of the remaining provisions (or of the other series of Securities) shall not in any way be affected or impaired thereby.

SECTION 705. Benefits of Supplemental Indenture. Nothing in this  
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Supplemental Indenture, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Holders of the STRYPES, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

SECTION 706. Governing Law. THIS SUPPLEMENTAL INDENTURE AND EACH  
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STRYPES SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK AND THIS SUPPLEMENTAL INDENTURE AND EACH SUCH STRYPES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 707. Execution in Counterparts. This Supplemental Indenture  
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may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 708. Responsibility for Recitals. The recitals contained  
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herein shall be taken as statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of the Principal Indenture or this Supplemental Indenture.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental 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.

Merrill Lynch & Co., Inc.

By:

\_\_\_\_\_  
Name: Theresa Lang  
Title: Treasurer

Chemical Bank, as Trustee

By:

\_\_\_\_\_  
Name:  
Title:

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EXHIBIT A

[Form of Face of STRYPES Certificate]

[THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE THEREOF. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TRUST COMPANY (THE "DEPOSITORY") TO A NOMINEE OF THE DEPOSITORY OR BY THE DEPOSITORY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITORY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITORY. UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE



BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

No. \_\_\_\_\_ STRYPES

CUSIP NO. 590188777

MERRILL LYNCH & CO., INC.

Structured Yield Product Exchangeable for Stock/SM/  
6% STRYPES/SM/ Due June 1, 1999

(Payable with Shares of Common Stock,  
par value \$1.00 per share, of Cox Communications, Inc.)

Issue Price Per STRYPES: \$22.875

Merrill Lynch & Co., Inc., a Delaware corporation (hereinafter called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay and discharge each STRYPES evidenced hereby on June 1, 1999 (the "Maturity Date") (subject to the Company's right to redeem the STRYPES evidenced hereby, as described on the reverse hereof) by delivering to \_\_\_\_\_, or registered assigns, a number of shares (such number of shares, the "Payment Rate") of common stock, par value \$1.00 per share ("Cox

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Common Stock"), of Cox Communications, Inc. ("Cox") (or, in the event there shall occur a Reorganization Event, cash, securities and/or other property in lieu thereof) and any Distributed Assets applicable thereto determined in accordance with the Payment Rate Formula (as defined below), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such STRYPES from May 29, 1996, or from the most recent Interest Payment Date to which interest has been paid or provided for, on March 1, June 1, September 1 and December 1 in each year, beginning September 1, 1996, and on the Maturity Date, at the rate of \$1.37 per STRYPES per annum (or \$.3425 per STRYPES per quarter), until the Maturity Date or such earlier date on which such STRYPES is redeemed or the Issue Price of such STRYPES is repaid in accordance with the provisions described below. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in said Indenture, be paid to the Person in whose name this STRYPES Certificate (or one or more Predecessor STRYPES Certificates) is registered at the close of business on the last day (whether or not a Business Day) of the calendar month immediately preceding such Interest Payment Date (each a "Regular Record Date"). In any case where such Interest Payment Date shall not be a Business Day, then (notwithstanding any other provision of said Indenture or this STRYPES Certificate) payment of such interest need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on such date, and, if such payment is so made, no interest shall accrue for the period from and after such date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on the relevant Regular Record Date, and may be paid to the Person in whose name this STRYPES Certificate (or one or more Predecessor STRYPES Certificates) is registered at the close of business on a Special Record Date for the payment of such interest to be fixed by the Trustee hereinafter referred to, notice whereof shall be given to Holders of STRYPES not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the STRYPES may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

The Payment Rate shall be determined in accordance with the following formula (the "Payment Rate Formula"), subject to adjustment as a result of certain dilution events relating to the Cox Common Stock as provided for in the Indenture: (a) if the Maturity Price (as defined below) is greater than or equal to \$27.91 per share of Cox Common Stock (the "Threshold Appreciation Price"), .8196 shares of Cox Common Stock per STRYPES, (b) if the Maturity Price is less than the Threshold Appreciation Price but is greater than \$22.875 per share of Cox Common Stock (the "Initial Price"), a fractional share of Cox Common Stock per STRYPES so that the value thereof (determined based on the Maturity Price) is equal to the Initial Price (such fractional share being calculated to the nearest 1/10,000th of a share or, if there is not a nearest 1/10,000th of a share, to the next higher 1/10,000th of a share) and (c) if the Maturity Price is less than or equal to the Initial Price, one share of Cox Common Stock per STRYPES. Notwithstanding the foregoing, the Company may, at its option, in lieu of delivering shares of Cox Common Stock and any Distributed Assets applicable thereto, deliver cash in an amount equal to the value of such number of shares of Cox Common Stock at the Maturity Price, plus the fair market value (as determined by the Board of Directors of the Company, which determination shall be conclusive, and described in a resolution adopted with respect thereto) as of the third Trading Day preceding the Maturity Date of any such Distributed Assets applicable thereto, all as provided in the Indenture.

Such number of shares of Cox Common Stock (or, in the event there shall occur a Reorganization Event as provided in the Indenture, cash, securities and/or other property in lieu thereof) and any Distributed Assets applicable thereto or, at the Company's option, the amount of cash, in either case deliverable upon payment and discharge hereof is

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hereinafter referred to as the "Maturity Consideration." The term "Maturity Price" means, except as otherwise provided in the Indenture, the sum of (A) the average Closing Price per share of Cox Common Stock on the 20 Trading Days immediately prior to, but not including, the second Trading Day preceding the Maturity Date and (B) the fair market value (as determined by the Board of Directors of the Company, whose determination shall be conclusive, and described in a resolution adopted with respect thereto) as of the third Trading Day preceding the Maturity Date of the Distributed Assets applicable to one share of Cox Common Stock. The term "Closing Price" means, with respect to any security on any date of determination, the closing sale price (or, if no closing price is reported, the last reported sale price) of such security on the New York Stock Exchange (the "NYSE") on such date or, if such security is not listed for trading on the NYSE on any such date, as reported in the composite transactions for the principal United States securities exchange on which such security is so listed, or if such security is not so listed on a United States national or regional securities exchange, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System, or, if such security is not so reported, the last quoted bid price for such security in the over-the-counter market as reported by the National Quotation Bureau or similar organization or, if such bid price is not available, the market value of such security on such date as determined by a nationally recognized independent investment banking firm retained for this purpose by the Company. The term "Trading Day" means, with respect to any security the Closing Price of which is being determined, a day on which such security (A) is not suspended from trading on any national or regional securities exchange or association or over-the-counter market at the close of business and (B) has traded at least once on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of such security.

Interest on the STRYPES evidenced hereby will be payable, and delivery of the Maturity Consideration in payment of the STRYPES evidenced hereby on the Maturity Date will be made, upon surrender of this STRYPES Certificate, at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York, and payment of interest on the STRYPES evidenced by this STRYPES Certificate (and, if the Company elects to deliver cash in lieu of Cox Common Stock on the Maturity Date, the amount of cash payable on the Maturity Date) will be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear on the Securities Register.

ADDITIONAL PROVISIONS OF THIS STRYPES CERTIFICATE ARE CONTAINED ON THE REVERSE HEREOF AND SUCH PROVISIONS SHALL HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH IN THIS PLACE.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this STRYPES Certificate shall not be entitled to any benefit under

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the Indenture, or be valid or obligatory for any purpose. "Structured Yield Product Exchangeable for Stock" and "STRYPES" are service marks of Merrill Lynch & Co., Inc.

IN WITNESS WHEREOF, Merrill Lynch & Co., Inc. has caused this instrument to be duly executed under its corporate seal.

Dated:

Merrill Lynch & Co., Inc.

By: \_\_\_\_\_

Name: Theresa Lang  
Title: Treasurer

Attest: \_\_\_\_\_

Name: Gregory T. Russo  
Title: Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This certificate evidences Securities of the series designated herein and

referred to in the within-mentioned Indenture.

Chemical Bank, as Trustee

By: \_\_\_\_\_  
Authorized Officer

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[Form of Reverse of STRYPES Certificate]

MERRILL LYNCH & CO., INC.

Structured Yield Product Exchangeable for Stock  
6% STRYPES Due June 1, 1999

(Payable with Shares of Common Stock, par value \$1.00 per share,  
of Cox Communications, Inc.)

This STRYPES Certificate evidences part of a duly authorized issue of unsecured and unsubordinated debentures, notes or other evidences of senior indebtedness (hereinafter called the "Securities") of the Company of the series hereinafter specified, all such Securities issued and to be issued under an indenture dated as of April 1, 1983 and restated as of April 1, 1987, as amended and supplemented as of May 1, 1996, between the Company and Chemical Bank (successor by merger to Manufacturers Hanover Trust Company), as Trustee (the indenture dated as of April 1, 1983 and restated as of April 1, 1987, as amended, restated and supplemented from time to time, the "Indenture"), to which Indenture and all other indentures supplemental thereto reference is hereby made for a statement of the rights and limitation of rights thereunder of the Holders of the Securities and of the rights, obligations, duties and immunities of the Trustee for each series of Securities and of the Company, and the terms upon which the Securities are and are to be authenticated and delivered. As provided in the Indenture, the Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may be denominated in currencies other than U.S. Dollars (including composite currencies), may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different sinking, purchase and analogous funds, if any, may be subject to different covenants and Events of Default and may otherwise vary as in the Indenture provided or permitted. This STRYPES Certificate evidences Securities of the series designated as Structured Yield Product Exchangeable for Stock, 6% STRYPES Due June 1, 1999 (each, a "STRYPES").

The STRYPES will be redeemable at the option of the Company, in whole but not in part, at any time from and after the date (the "Tax Event Date") on which a Tax Event (as defined below) shall occur at a price per STRYPES (the "Tax Event Redemption Price") equal to (a) an amount of cash equal to the sum of (x) all accrued and unpaid interest on such STRYPES to the date fixed for redemption (the "Redemption Date"), (y) the sum of all interest payments on such STRYPES due after the Redemption Date and on or prior to the Maturity Date and (z) \$1.37, plus (b) a number of shares of Cox Common Stock (or, in the event there shall occur a Reorganization Event, cash, securities and/or other property in lieu thereof), including any Distributed Assets applicable thereto, determined in accordance with the Payment Rate Formula, with the Redemption Date being deemed to be the Maturity Date for purposes of calculating the Maturity Price.

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A "Tax Event" means that CEI shall have delivered to the Company an opinion from independent tax counsel experienced in such matters to the effect that, as a result of (a) any amendment or proposed amendment to, or change (including any announced prospective change) or proposed change in, the laws (or any regulations thereunder) of the United States or any taxing authority thereof or therein or (b) any amendment to, or change in, an interpretation or application of such laws or regulations by any legislative body, court, governmental agency or regulatory authority, enacted, promulgated, introduced, issued or announced or which interpretation is issued or announced or which action is taken, on or after May 22, 1996, there is more than an insubstantial risk that a corporation that sells or otherwise disposes of stock in another corporation on a date that is after May 22, 1996 and that is on or prior to the Maturity Date would not be permitted to specifically identify the stock sold or disposed of for purposes of determining the amount of such corporation's gain or loss on the stock sold or disposed of for United States Federal income tax purposes.

The STRYPES are not subject to any sinking fund or other mandatory redemption provisions. The STRYPES are not payable at the option of the Holders prior to the Maturity Date.

If an Event of Default with respect to the STRYPES, as defined in the Indenture, shall occur and be continuing, then an amount equal to the issue

price of all the STRYPES may be declared immediately due and payable in cash in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the STRYPES under the Indenture at any time by the Company and the Trustee with the consent of the Holders of 66-2/3% of the aggregate issue price of the Outstanding STRYPES. The Indenture also contains provisions permitting the Holders of a majority of the aggregate issue price of the Outstanding STRYPES, on behalf of the Holders of all STRYPES, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences with respect to the STRYPES. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of the STRYPES evidenced by this STRYPES Certificate and of any STRYPES evidenced by a STRYPES Certificate issued upon the transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this STRYPES Certificate.

No reference herein to the Indenture and no provision of this STRYPES Certificate or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to deliver or pay the interest on, and Maturity Consideration in respect of, the STRYPES evidenced by this STRYPES Certificate at the times, place and rate, and in the manner, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the STRYPES evidenced by this STRYPES Certificate are transferable on the Security Register

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of the Company, upon surrender of this STRYPES Certificate for registration of transfer at the office or agency of the Company to be maintained for that purpose in The City of New York, New York, or at any other office or agency of the Company maintained for that purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new STRYPES Certificates, evidencing the same aggregate number of STRYPES, will be issued to the designated transferee or transferees.

No service charge shall be made for any such transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the registration of such transfer or exchange, other than certain exchanges not involving any transfer. Certain terms used in this STRYPES Certificate which are defined in the Indenture have the meanings set forth therein.

This STRYPES Certificate shall for all purposes be governed by, and construed in accordance with, the laws of the State of New York. The Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this STRYPES Certificate is registered as the owner of the STRYPES evidenced hereby for the purpose of receiving payment as herein provided and for all other purposes, whether or not the STRYPES be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

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#### ABBREVIATIONS

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

TEN COM	--	as tenants in common	UNIF GIFT MIN	--	_____ Custodian _____ (Cust) (Minor)
TEN ENT	--	as tenants by the entirety	Under Uniform Gifts to Minors Act		_____ (State)
JT TEN	--	as joint tenants with right of survivorship and not as tenants in common			

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

#### ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY  
OR TAXPAYER I.D. OR OTHER

IDENTIFYING NUMBER OF  
ASSIGNEE

-----  
(Please print or typewrite name and address including postal  
zip code of assignee)

\_\_\_\_\_ STRYPES and all rights thereunder, hereby  
irrevocably constituting and appointing  
\_\_\_\_\_ attorney to transfer said  
STRYPES on the books of the Company, with full power of substitution in the  
premises.

Dated:

-----  
NOTICE: The signature to this  
assignment must correspond with  
the name as written upon on the  
face of the within Security in  
every particular, without  
alteration or enlargement or  
any change whatever.

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[Form of Face of STRYPES Certificate]

[THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE THEREOF. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TRUST COMPANY (THE "DEPOSITORY") TO A NOMINEE OF THE DEPOSITORY OR BY THE DEPOSITORY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITORY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITORY. UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

No. \_\_\_\_\_ STRYPES

CUSIP NO. 590188777

MERRILL LYNCH &amp; CO., INC.

Structured Yield Product Exchangeable for Stock/SM/  
6% STRYPES/SM/ Due June 1, 1999

(Payable with Shares of Common Stock,  
par value \$1.00 per share, of Cox Communications, Inc.)

Issue Price Per STRYPES: \$22.875

Merrill Lynch & Co., Inc., a Delaware corporation (hereinafter called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay and discharge each STRYPES evidenced hereby on June 1, 1999 (the "Maturity Date") (subject to the Company's right to redeem the STRYPES evidenced hereby, as described on the reverse hereof) by delivering to \_\_\_\_\_, or registered assigns, a number of shares (such number of shares, the "Payment Rate") of common stock, par value \$1.00 per share ("Cox Common Stock"), of Cox Communications, Inc. ("Cox") (or, in the event there shall occur a

Reorganization Event, cash, securities and/or other property in lieu thereof) and any Distributed Assets applicable thereto determined in accordance with the Payment Rate Formula (as defined below), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such STRYPES from May 29, 1996, or from the most recent Interest Payment Date to which interest has been paid or provided for, on March 1, June 1, September 1 and December 1 in each year, beginning September 1, 1996, and on the Maturity Date, at the rate of \$1.37 per STRYPES per annum (or \$.3425 per STRYPES per quarter), until the Maturity Date or such earlier date on which such STRYPES is redeemed or the Issue Price of such STRYPES is repaid in accordance with the provisions described below. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in said Indenture, be paid to the Person in whose name this STRYPES Certificate (or one or more Predecessor STRYPES Certificates) is registered at the close of business on the last day (whether or not a Business Day) of the calendar month immediately preceding such Interest Payment Date (each a "Regular Record Date"). In any case where such Interest Payment Date shall not be a Business Day, then (notwithstanding any other provision of said Indenture or this STRYPES Certificate) payment of such interest need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on such date, and, if such payment is so made, no interest shall accrue for the period from and after such date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on the relevant Regular Record Date, and may be paid to the Person in whose name this STRYPES Certificate (or one or more Predecessor STRYPES Certificates) is registered at the close of business on a Special Record Date for the payment of such interest to be fixed by the Trustee hereinafter referred to, notice whereof shall be given to Holders of STRYPES not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the STRYPES may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

The Payment Rate shall be determined in accordance with the following formula (the "Payment Rate Formula"), subject to adjustment as a result of certain dilution events relating to the Cox Common Stock as provided for in the Indenture: (a) if the Maturity Price (as defined below) is greater than or

equal to \$27.91 per share of Cox Common Stock (the "Threshold Appreciation Price"), .8196 shares of Cox Common Stock per STRYPES, (b) if the Maturity Price is less than the Threshold Appreciation Price but is greater than \$22.875 per share of Cox Common Stock (the "Initial Price"), a fractional share of Cox Common Stock per STRYPES so that the value thereof (determined based on the Maturity Price) is equal to the Initial Price (such fractional share being calculated to the nearest 1/10,000th of a share or, if there is not a nearest 1/10,000th of a share, to the next higher 1/10,000th of a share) and (c) if the Maturity Price is less than or equal to the Initial Price, one share of Cox Common Stock per STRYPES. Notwithstanding the foregoing, the Company may, at its option, in lieu of delivering shares of Cox Common Stock and any Distributed Assets applicable thereto, deliver cash in an amount equal to the value of such number of shares of Cox Common Stock at the Maturity Price, plus the fair market value (as determined by the Board of Directors of the Company, which determination shall be conclusive, and described in a resolution adopted with respect thereto) as of the third Trading Day preceding the Maturity Date of any such Distributed Assets applicable thereto, all as provided in the Indenture. Such number of shares of Cox Common Stock (or, in

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the event there shall occur a Reorganization Event as provided in the Indenture, cash, securities and/or other property in lieu thereof) and any Distributed Assets applicable thereto or, at the Company's option, the amount of cash, in either case deliverable upon payment and discharge hereof is hereinafter referred to as the "Maturity Consideration." The term "Maturity Price" means, except as otherwise provided in the Indenture, the sum of (A) the average Closing Price per share of Cox Common Stock on the 20 Trading Days immediately prior to, but not including, the second Trading Day preceding the Maturity Date and (B) the fair market value (as determined by the Board of Directors of the Company, whose determination shall be conclusive, and described in a resolution adopted with respect thereto) as of the third Trading Day preceding the Maturity Date of the Distributed Assets applicable to one share of Cox Common Stock. The term "Closing Price" means, with respect to any security on any date of determination, the closing sale price (or, if no closing price is reported, the last reported sale price) of such security on the New York Stock Exchange (the "NYSE") on such date or, if such security is not listed for trading on the NYSE on any such date, as reported in the composite transactions for the principal United States securities exchange on which such security is so listed, or if such security is not so listed on a United States national or regional securities exchange, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System, or, if such security is not so reported, the last quoted bid price for such security in the over-the-counter market as reported by the National Quotation Bureau or similar organization or, if such bid price is not available, the market value of such security on such date as determined by a nationally recognized independent investment banking firm retained for this purpose by the Company. The term "Trading Day" means, with respect to any security the Closing Price of which is being determined, a day on which such security (A) is not suspended from trading on any national or regional securities exchange or association or over-the-counter market at the close of business and (B) has traded at least once on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of such security.

Interest on the STRYPES evidenced hereby will be payable, and delivery of the Maturity Consideration in payment of the STRYPES evidenced hereby on the Maturity Date will be made, upon surrender of this STRYPES Certificate, at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York, and payment of interest on the STRYPES evidenced by this STRYPES Certificate (and, if the Company elects to deliver cash in lieu of Cox Common Stock on the Maturity Date, the amount of cash payable on the Maturity Date) will be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear on the Securities Register.

ADDITIONAL PROVISIONS OF THIS STRYPES CERTIFICATE ARE CONTAINED ON THE REVERSE HEREOF AND SUCH PROVISIONS SHALL HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH IN THIS PLACE.

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Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this STRYPES Certificate shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose. "Structured Yield Product Exchangeable for Stock" and "STRYPES" are service marks of Merrill Lynch & Co., Inc.

IN WITNESS WHEREOF, Merrill Lynch & Co., Inc. has caused this instrument to be duly executed under its corporate seal.

Dated:

Merrill Lynch & Co., Inc.

By: \_\_\_\_\_  
Name: Theresa Lang  
Title: Treasurer

Attest: \_\_\_\_\_  
Name: Gregory T. Russo  
Title: Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This certificate evidences Securities of the series designated herein and referred to in the within-mentioned Indenture.

Chemical Bank, as Trustee

By: \_\_\_\_\_  
Authorized Officer

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[Form of Reverse of STRYPES Certificate]

MERRILL LYNCH & CO., INC.

Structured Yield Product Exchangeable for Stock  
6% STRYPES Due June 1, 1999

(Payable with Shares of Common Stock, par value \$1.00 per share,  
of Cox Communications, Inc.)

This STRYPES Certificate evidences part of a duly authorized issue of unsecured and unsubordinated debentures, notes or other evidences of senior indebtedness (hereinafter called the "Securities") of the Company of the series hereinafter specified, all such Securities issued and to be issued under an indenture dated as of April 1, 1983 and restated as of April 1, 1987, as amended and supplemented as of May 1, 1996, between the Company and Chemical Bank (successor by merger to Manufacturers Hanover Trust Company), as Trustee (the indenture dated as of April 1, 1983 and restated as of April 1, 1987, as amended, restated and supplemented from time to time, the "Indenture"), to which Indenture and all other indentures supplemental thereto reference is hereby made for a statement of the rights and limitation of rights thereunder of the Holders of the Securities and of the rights, obligations, duties and immunities of the Trustee for each series of Securities and of the Company, and the terms upon which the Securities are and are to be authenticated and delivered. As provided in the Indenture, the Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may be denominated in currencies other than U.S. Dollars (including composite currencies), may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different sinking, purchase and analogous funds, if any, may be subject to different covenants and Events of Default and may otherwise vary as in the Indenture provided or permitted. This STRYPES Certificate evidences Securities of the series designated as Structured Yield Product Exchangeable for Stock, 6% STRYPES Due June 1, 1999 (each, a "STRYPES").

The STRYPES will be redeemable at the option of the Company, in whole but not in part, at any time from and after the date (the "Tax Event Date") on which a Tax Event (as defined below) shall occur at a price per STRYPES (the "Tax Event Redemption Price") equal to (a) an amount of cash equal to the sum of (x) all accrued and unpaid interest on such STRYPES to the date fixed for redemption (the "Redemption Date"), (y) the sum of all interest payments on such STRYPES due after the Redemption Date and on or prior to the Maturity Date and (z) \$1.37, plus (b) a number of shares of Cox Common Stock (or, in the event there shall occur a Reorganization Event, cash, securities and/or other property in lieu thereof), including any Distributed Assets applicable thereto, determined in accordance with the Payment Rate Formula, with the Redemption Date being deemed to be the Maturity Date for purposes of calculating the Maturity Price.

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A "Tax Event" means that CEI shall have delivered to the Company an opinion from independent tax counsel experienced in such matters to the effect that, as a result of (a) any amendment or proposed amendment to, or change (including any announced prospective change) or proposed change in, the laws (or any regulations thereunder) of the United States or any taxing authority thereof or therein or (b) any amendment to, or change in, an interpretation or application of such laws or regulations by any legislative body, court, governmental agency



or regulatory authority, enacted, promulgated, introduced, issued or announced or which interpretation is issued or announced or which action is taken, on or after May 22, 1996, there is more than an insubstantial risk that a corporation that sells or otherwise disposes of stock in another corporation on a date that is after May 22, 1996 and that is on or prior to the Maturity Date would not be permitted to specifically identify the stock sold or disposed of for purposes of determining the amount of such corporation's gain or loss on the stock sold or disposed of for United States Federal income tax purposes.

The STRYPES are not subject to any sinking fund or other mandatory redemption provisions. The STRYPES are not payable at the option of the Holders prior to the Maturity Date.

If an Event of Default with respect to the STRYPES, as defined in the Indenture, shall occur and be continuing, then an amount equal to the issue price of all the STRYPES may be declared immediately due and payable in cash in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the STRYPES under the Indenture at any time by the Company and the Trustee with the consent of the Holders of 66-2/3% of the aggregate issue price of the Outstanding STRYPES. The Indenture also contains provisions permitting the Holders of a majority of the aggregate issue price of the Outstanding STRYPES, on behalf of the Holders of all STRYPES, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences with respect to the STRYPES. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of the STRYPES evidenced by this STRYPES Certificate and of any STRYPES evidenced by a STRYPES Certificate issued upon the transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this STRYPES Certificate.

No reference herein to the Indenture and no provision of this STRYPES Certificate or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to deliver or pay the interest on, and Maturity Consideration in respect of, the STRYPES evidenced by this STRYPES Certificate at the times, place and rate, and in the manner, herein prescribed.

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As provided in the Indenture and subject to certain limitations therein set forth, the STRYPES evidenced by this STRYPES Certificate are transferable on the Security Register of the Company, upon surrender of this STRYPES Certificate for registration of transfer at the office or agency of the Company to be maintained for that purpose in The City of New York, New York, or at any other office or agency of the Company maintained for that purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new STRYPES Certificates, evidencing the same aggregate number of STRYPES, will be issued to the designated transferee or transferees.

No service charge shall be made for any such transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the registration of such transfer or exchange, other than certain exchanges not involving any transfer. Certain terms used in this STRYPES Certificate which are defined in the Indenture have the meanings set forth therein.

This STRYPES Certificate shall for all purposes be governed by, and construed in accordance with, the laws of the State of New York. The Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this STRYPES Certificate is registered as the owner of the STRYPES evidenced hereby for the purpose of receiving payment as herein provided and for all other purposes, whether or not the STRYPES be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

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#### ABBREVIATIONS

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

TEN COM	--	as tenants in common	UNIF GIFT MIN	--	_____ Custodian _____ (Cust) (Minor)
TEN ENT	--	as tenants by the entireties	Under Uniform Gifts to Minors Act		_____ (State)

JT TEN -- as joint tenants with  
right of survivorship  
and not as tenants in common

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

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY  
OR TAXPAYER I.D. OR OTHER  
IDENTIFYING NUMBER OF  
ASSIGNEE

-----  
(Please print or typewrite name and address including postal  
zip code of assignee)

\_\_\_\_\_ STRYPES and all rights thereunder, hereby  
irrevocably constituting and appointing  
\_\_\_\_\_ attorney to transfer said  
STRYPES on the books of the Company, with full power of substitution in the  
premises.

Dated:

-----  
NOTICE: The signature to this assignment must correspond with  
the name as written upon on the face of the within Security  
in every particular, without alteration or enlargement or any  
change whatever.

STRYPES AGREEMENT  
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THIS AGREEMENT is made as of this 22nd day of May, 1996, between MERRILL LYNCH CAPITAL SERVICES, INC. ("MLCS"), a Delaware corporation and wholly-owned subsidiary of MERRILL LYNCH & CO., INC., a Delaware corporation ("ML & Co."), ML & Co. and COX ENTERPRISES, INC., a Delaware corporation ("CEI").

WHEREAS, ML & Co. has filed with the Securities and Exchange Commission (the "SEC") a registration statement on Form S-3 (File No. 33-65135) and Post-Effective Amendment No. 1 thereto contemplating the offering of up to 9,775,000 of its Structured Yield Product Exchangeable for Stock/SM/, 6% STRYPES/SM/ Due June 1, 1999 (the "STRYPES"), the terms of which require ML & Co. to pay and discharge the STRYPES on June 1, 1999 (the "Maturity Date") by delivering to the holders thereof a specified number of shares of Class A Common Stock, par value \$1.00 per share (the "Cox Common Stock"), of Cox Communications, Inc., a Delaware corporation ("Cox"), or, at ML & Co.'s option, cash with an equal value. The terms of the STRYPES permit ML & Co., from and after a Tax Event Date, to redeem the STRYPES, in whole but not in part, at the Tax Event Redemption Price (as such terms are defined in the Supplemental Indenture referred to below), consisting of a specified number of shares of Cox Common Stock and an amount of cash determined as set forth in the Supplemental Indenture (such amount of cash payable upon redemption being hereinafter referred to as the "Redemption Cash Component").

WHEREAS, ML & Co. has agreed, pursuant to an underwriting agreement dated the date hereof (the "Underwriting Agreement") among ML & Co., CEI and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Underwriter"), to issue and sell to the Underwriter an aggregate of 8,500,000 STRYPES (the "Initial STRYPES") and, at the Underwriter's option, all or any part of 1,275,000 additional STRYPES (the "Option STRYPES") to cover over-allotments, if any.

WHEREAS, the STRYPES are to be issued under an indenture, dated as of April 1, 1983 and restated as of April 1, 1987 (as amended and supplemented, the "Principal Indenture"), between ML & Co. and Chemical Bank (successor by merger to Manufacturers Hanover Trust Company), as trustee (the "Trustee"), as further amended and supplemented by the Eighth Supplemental Indenture, dated as of May \_\_, 1996 (the "Supplemental Indenture"), between ML & Co. and the Trustee, relating to the STRYPES. The Principal Indenture, as amended and supplemented by the Supplemental Indenture, is hereinafter referred to as the "Indenture."

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/SM/ Service mark of Merrill Lynch & Co., Inc.

WHEREAS, in order to obtain the cash and/or shares of Cox Common Stock, including any Distributed Assets required to be delivered to ML & Co. pursuant to the Subsidiary STRYPES (the "Distributed Assets"), (or, in the event there shall occur a Reorganization Event, cash, securities and/or other property in lieu thereof) required to satisfy its obligations under the STRYPES, ML & Co. has agreed to purchase from MLCS, and MLCS has agreed to sell to ML & Co., (i) concurrent with the issuance and sale of the Initial STRYPES, an obligation of MLCS in the form of Exhibit A hereto, the aggregate principal amount of which will be equal to the net proceeds to ML & Co. from the sale of the Initial STRYPES, less an amount equal to certain of ML & Co.'s expenses in connection with the offering of the Initial STRYPES, and the payment terms (other than the interest rate) of which will be identical to the payment terms of the Initial STRYPES (the "Initial Subsidiary STRYPES") and (ii) concurrent with each issuance and sale of any Option STRYPES, an additional obligation of MLCS in the form of Exhibit A hereto, the aggregate principal amount of which will be equal to the net proceeds to ML & Co. from the sale of such Option STRYPES, less an amount equal to certain of ML & Co.'s expenses in connection with the offering of the Option STRYPES, and the payment terms (other than the interest rate) of which will be identical to the payment terms of such Option STRYPES (an "Option Subsidiary STRYPES"); the Initial Subsidiary STRYPES and each Option Subsidiary STRYPES are hereinafter collectively referred to as the "Subsidiary STRYPES."

WHEREAS, CEI, through its wholly-owned subsidiary Cox Holdings, Inc. ("Cox Holdings"), owns a number of shares of Cox Common Stock in excess of the maximum number that would be required by MLCS to satisfy its obligations under the Subsidiary STRYPES.

WHEREAS, in exchange for certain consideration to be paid by MLCS and to be established hereunder, MLCS and CEI desire to provide for the Periodic Payments (as defined herein) and for the future acquisition, sale and delivery of that number of shares of Cox Common Stock, including any Distributed Assets, (or, in the event there shall occur a Reorganization Event, cash, securities and/or other property in lieu thereof) that would be required by MLCS to pay and

discharge the Subsidiary STRYPES on the Maturity Date or redeem the Subsidiary STRYPES on the Redemption Date, without taking into account any default with respect to the Subsidiary STRYPES or any acceleration of the maturity of the Subsidiary STRYPES resulting therefrom. The number of shares of Cox Common Stock, including any Distributed Assets, (or, in the event there shall occur a Reorganization Event, such cash, securities and/or other property in lieu thereof) that would be required to pay and discharge the Subsidiary STRYPES on the Maturity Date, without taking into account any default with respect to the Subsidiary STRYPES or any acceleration of the maturity of the Subsidiary STRYPES resulting therefrom, are hereinafter referred to as the "Maturity Contract Shares", and the number of shares of Cox Common Stock, including any Distributed Assets, (or, in the event there shall occur a Reorganization Event, such cash, securities and/or other property in lieu thereof) that would be required to redeem the Subsidiary STRYPES on the Redemption Date, without taking into account any default with respect to the Subsidiary STRYPES or any acceleration of the maturity of the Subsidiary STRYPES resulting therefrom are hereinafter referred to as the "Redemption Contract Shares"; the Maturity Contract Shares and the Redemption Contract Shares are hereinafter collectively referred to as the "Contract Shares".

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WHEREAS, CEI and MLCS desire that, at the option of CEI, the respective future acquisition, sale and delivery obligations with respect to the Maturity Contract Shares can be settled entirely, but not less than entirely, through cash settlement in lieu of delivery of the Maturity Contract Shares.

WHEREAS, CEI will initially place in escrow, pursuant to an Escrow Agreement dated as of May 29, 1996 (the "Escrow Agreement"), among MLCS, CEI and The First National Bank of Chicago, as escrow agent (the "Escrow Agent"), an aggregate of 13,294,000 shares of Cox Common Stock.

WHEREAS, CEI will agree, pursuant to a Collateral Agreement dated as of May 29, 1996 (the "Collateral Agreement"), among MLCS, CEI and The First National Bank of Chicago, as collateral agent (the "Collateral Agent"), under the circumstances set forth therein, to pledge and grant to MLCS a first priority lien on, and security interest in, and right to set off against, all of CEI's right, title and interest in and to the shares of Cox Common Stock (or, in the event there shall occur a Reorganization Event, cash, securities and/or other property in lieu thereof) held thereunder.

WHEREAS, the ownership, voting rights and rights to receive any dividends or other distributions in respect of the Escrow Shares (as defined herein) shall remain with CEI unless and until delivery, if any, of such Escrow Shares to MLCS pursuant to the provisions of this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants herein contained, the parties hereto, intending to be legally bound, hereby mutually covenant and agree as follows:

1.

Definitions

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1.1. Definitions. Capitalized words and phrases used herein and not otherwise defined shall have the meanings ascribed to them in the Supplemental Indenture.

2.

Periodic Payments and Future Delivery of Maturity Contract Shares or Cash  
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Settlement  
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2.1. Periodic Payments; Acquisition, Sale and Delivery. On the basis of the representations and warranties herein set forth and subject to the terms and conditions herein set forth, (i) CEI agrees to make the periodic payments to MLCS required by Section 2.3 hereof, and (ii) on the Maturity Date Closing (as defined in Section 2.4 hereof), CEI agrees to assign, transfer, convey and deliver to MLCS (or to cause Cox Holdings to assign, transfer, convey and

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deliver to MLCS), and MLCS agrees to acquire from CEI (or Cox Holdings), the Maturity Contract Shares.

2.2. Consideration.

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(a) The consideration to be paid by MLCS in exchange for CEI's obligations hereunder to make the Periodic Payments and to deliver (or cause to be delivered) the Contract Shares in respect of the Initial Subsidiary STRYPES (the "Firm Consideration Amount") shall be \$188,572,500 in cash. Upon the terms and subject to the conditions of this Agreement, MLCS shall deliver to CEI the Firm Consideration Amount on May 29, 1996 (the "Firm Payment Date") at the offices of Brown & Wood, One World Trade Center, New York, New York 10048, or at such other place as shall be agreed upon by MLCS and CEI.

(b) ML & Co. shall deliver promptly to MLCS and CEI notice of any exercise by the Underwriter of its option to purchase any Option STRYPES, stating the number of Option STRYPES as to which the Underwriter is then exercising the option and the time and date of payment and delivery for such Option STRYPES (any such time and date of delivery, a "Date of Delivery"). The consideration to be paid by MLCS in exchange for CEI's obligations hereunder to make the Periodic Payments and to deliver (or cause to be delivered) the Contract Shares in respect of any Option Subsidiary STRYPES (the "Option Consideration Amount") shall be an amount in cash equal to 100% of the aggregate principal amount of such Option Subsidiary STRYPES. Upon the terms and subject to the conditions of this Agreement, MLCS shall deliver to CEI the Option Consideration Amount on the related Date of Delivery at the offices of Brown & Wood, One World Trade Center, New York, New York 10048, or at such other place as shall be agreed upon by MLCS and CEI.

(c) Payment of the Firm Consideration Amount and the Option Consideration Amount shall be made by Fedwire transfer of immediately available funds to an account designated by CEI, or such other form of payment specified by CEI, against delivery by CEI or Cox Holdings to the Escrow Agent of the number of shares of Cox Common Stock, including any Distributed Assets, (or, in the event there shall occur a Reorganization Event, cash, securities and/or other property in lieu thereof) necessary to comply with CEI's obligations under Section 6.1 hereof.

2.3. Periodic Payments. (a) On or prior to 10:00 a.m., New York City  
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time, on September 1, 1996 and on each March 1, June 1, September 1, and December 1, to and including June 1, 1999, CEI shall pay to MLCS, by Fedwire transfer of immediately available funds to an account designated by MLCS, an amount equal to the total interest payments due on the Subsidiary STRYPES on such dates (each such payment being hereinafter referred to as a "Periodic Payment").

(b) Any Periodic Payment (or portion thereof) not paid when due shall bear interest until paid in full at a rate per annum equal to the Prime Rate plus 2% per annum. For purposes of the foregoing, "Prime Rate" shall mean, for any day, the prime rate quoted in The Wall Street

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Journal (New York Edition) for the immediately preceding Business Day; provided, however, if more than one rate is so quoted, the Prime Rate shall be the average of the prime rates so quoted.

2.4. Delivery upon Maturity. Consummation of the acquisition, sale and  
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delivery of the Maturity Contract Shares shall take place on a date mutually agreeable to MLCS and CEI, not later than one (1) Trading Day prior to the Maturity Date (or such later date acceptable to MLCS so as to permit MLCS to meet its obligations under the Subsidiary STRYPES) (the "Maturity Date Closing"). Delivery of the certificates representing the Maturity Contract Shares (unless the Maturity Contract Shares are represented by one or more global certificates registered in the name of a depository or a nominee of a depository, in which event MLCS's interest in such Maturity Contract Shares shall be noted in a manner satisfactory to MLCS and its counsel) shall be made at the offices of MLCS, or at such other place as shall be agreed upon by MLCS and CEI. Any certificates for the Maturity Contract Shares delivered shall be registered in MLCS's name (or endorsed in blank or otherwise registered as requested by MLCS).

2.5. Cash Settlement. Notwithstanding the provisions of Sections 2.1 and  
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2.4 hereof, CEI shall have the option, exercisable in its sole discretion, to require that its obligation contained therein be settled, in whole, through a cash payment at the Maturity Date Closing in lieu of delivery of the Maturity Contract Shares. The amount of such cash settlement payment shall be equal to the value of the Maturity Contract Shares at the Maturity Price (the "Share Value"). On or prior to the day seven Business Days preceding the Maturity Date (or such later date acceptable to MLCS so as to permit MLCS to meet its obligations under the Subsidiary STRYPES), CEI shall notify MLCS whether it will exercise its option to require cash settlement pursuant to this Section 2.5.

2.6. Maturity Date Closing Condition. If a Reorganization Event shall  
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have occurred, CEI's right to deliver (or cause to be delivered) to MLCS hereunder securities and/or other property received pursuant to such

Reorganization Event shall be conditioned upon such securities and/or other property so delivered being (a) transferable after such delivery without contemporaneous registration under the Securities Act of 1933, as amended (the "1933 Act"), and (b) free of any transfer restrictions. If the condition set forth in the preceding sentence shall not be satisfied, then, notwithstanding the provisions hereof, the parties respective obligations contained in clause (ii) of Section 2.1 shall be settled, in whole, through a cash payment at the Maturity Date Closing in lieu of delivery of the Maturity Contract Shares as provided in Section 2.5.

3.

Early Satisfaction and Discharge  
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3.1. Early Satisfaction and Discharge. Except as provided in Section 8.1  
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hereof, CEI shall have the option, exercisable at any time from and after the Tax Event Date, to require that the parties satisfy and discharge their respective obligations hereunder, on a date fixed by CEI

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for early settlement (the "Early Settlement Date Closing" and, together with the Maturity Date Closing, a "Closing"), in the following manner:

(i) CEI shall assign, transfer, convey and deliver to MLCS (or shall cause Cox Holdings to assign, transfer, convey and deliver to MLCS), and MLCS shall acquire from CEI (or Cox Holdings), the Redemption Contract Shares; and

(ii) CEI shall deliver to MLCS the Redemption Cash Component.

CEI shall provide notice of its intention to require early satisfaction and discharge of this Agreement to MLCS and ML & Co. not less than 15 nor more than 30 calendar days prior to the Early Settlement Date Closing (or at such other time as shall be acceptable to both MLCS and ML & Co. that will permit ML & Co. to meet its obligations under Section 402 of the Supplemental Indenture).

3.2. Payment and Delivery. Consummation of the acquisition, sale and  
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delivery of the Redemption Contract Shares and delivery of the Redemption Cash Component shall take place at the Early Settlement Date Closing. Payment of the Redemption Cash Component shall be made by Fedwire transfer of immediately available funds to an account designated by MLCS, or such other form of payment specified by MLCS. Delivery of the certificates representing the Redemption Contract Shares (unless the Redemption Contract Shares are represented by one or more global certificates registered in the name of a depository or a nominee of a depository, in which event MLCS's interest in such Redemption Contract Shares shall be noted in a manner satisfactory to MLCS and its counsel) shall be made at the offices of MLCS, or at such other place as shall be agreed upon by MLCS and CEI. Any certificates for the Redemption Contract Shares delivered shall be registered in MLCS's name (or endorsed in blank or otherwise registered as requested by MLCS).

4.

Representations and Warranties of CEI  
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CEI represents and warrants to MLCS as of the date hereof and as of the date of each Closing as follows:

(a) CEI has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware.

(b) This Agreement, the Escrow Agreement and the Collateral Agreement have been duly authorized, executed and delivered by CEI and (assuming the due authorization, execution and delivery by the other parties thereto) constitute valid and binding agreements of CEI, enforceable against CEI in accordance with their respective terms, except as the enforcement hereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of

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creditors' rights generally and except as enforcement hereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(c) (i) At the date hereof, Cox Holdings is the sole registered owner of and has all rights in and to at least 14,000,000 shares of Cox Common Stock, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity; and (ii) to the extent CEI elects to deliver the Contract

Shares at Closing, upon delivery of such Contract Shares against payment therefor pursuant to this Agreement, MLCS will be the sole registered owner of such Contract Shares and, assuming MLCS purchased for value in good faith and without notice of any adverse claim, MLCS will have acquired all rights in and to such Contract Shares, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity.

(d) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the execution, delivery or performance by CEI of this Agreement, the Escrow Agreement or the Collateral Agreement or the consummation by CEI or Cox Holdings of the transactions contemplated herein and therein, except such as have been already obtained or as may be required under the 1933 Act or the rules and regulations promulgated thereunder or state securities laws; and CEI has full right, power and authority to enter into this Agreement, the Escrow Agreement and the Collateral Agreement and to sell, assign, transfer and deliver (or cause to be sold, assigned, transferred and delivered) the Contract Shares pursuant to this Agreement.

(e) The execution, delivery and performance by CEI of this Agreement, the Escrow Agreement and the Collateral Agreement and the consummation by CEI or Cox Holdings of the transactions contemplated herein and therein and compliance by CEI with its obligations hereunder and thereunder do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any shares of Cox Common Stock owned by CEI or Cox Holdings pursuant to, any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument to which CEI or Cox Holdings is a party or by which CEI or Cox Holdings is bound, or to which any shares of Cox Common Stock owned by CEI or Cox Holdings is subject (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not, singly or in the aggregate, materially and adversely affect the ability of CEI to perform its obligations under this Agreement, the Escrow Agreement and the Collateral Agreement), nor will such action result in any violation of the provisions of the charter or by-laws of CEI or Cox Holdings, or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over CEI or Cox Holdings or any of their respective assets, properties or operations (except for violations that would not, singly or in the aggregate, materially and adversely affect the ability of CEI to perform its obligations under this Agreement, the Escrow Agreement and the Collateral Agreement).

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5.

Representations and Warranties of MLCS  
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MLCS represents and warrants to CEI as of the date hereof and as of the date of each Closing as follows:

(a) MLCS has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware.

(b) This Agreement, the Escrow Agreement and the Collateral Agreement have been duly authorized, executed and delivered by MLCS and (assuming the due authorization, execution and delivery by the other parties thereto) constitute valid and binding agreements of MLCS, enforceable against MLCS in accordance with their respective terms, except as the enforcement hereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement hereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(c) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the execution, delivery or performance by MLCS of this Agreement, the Escrow Agreement and the Collateral Agreement or the consummation by MLCS of the transactions contemplated herein and therein, except such as have been already obtained or as may be required under the 1933 Act or the rules and regulations promulgated thereunder or state securities laws; and MLCS has full right, power and authority to enter into this Agreement, the Escrow Agreement and the Collateral Agreement and to purchase the Contract Shares pursuant to this Agreement.

(d) The execution, delivery and performance by MLCS of this Agreement, the Escrow Agreement and the Collateral Agreement and the consummation by MLCS of the transactions contemplated herein and therein and compliance by MLCS with its obligations hereunder and thereunder do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of

MLCS pursuant to, any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument to which MLCS is a party or by which MLCS is bound, or to which any of the property or assets of MLCS is subject (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not, singly or in the aggregate, materially and adversely affect the ability of MLCS to perform its obligations under this Agreement, the Escrow Agreement and the Collateral Agreement), nor will such action result in any violation of the provisions of the charter or by-laws of MLCS, or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government

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instrumentality or court, domestic or foreign, having jurisdiction over MLCS or any of its assets, properties or operations (except for violations that would not, singly or in the aggregate, materially and adversely affect the ability of MLCS to perform its obligations under this Agreement, the Escrow Agreement and the Collateral Agreement).

6.

Covenants

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6.1. Escrow. (a) CEI shall cause to be held during the term of this

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Agreement:

(i) collectively by the Escrow Agent in the Maximum Share Escrow Account under the Escrow Agreement and by the Collateral Agent in the Maximum Share Collateral Account under the Collateral Agreement an aggregate number of shares of Cox Common Stock and any Distributed Assets (or, in the event there shall occur a Reorganization Event, cash, securities and/or other property in lieu thereof) at least equal to the maximum number of shares of Cox Common Stock and any Distributed Assets (or, in the event there shall occur a Reorganization Event, cash, securities and/or other property in lieu thereof) that would be required by MLCS to pay and discharge all Subsidiary STRYPES on the Maturity Date (the "Maximum Contract Shares"); and

(ii) collectively by the Escrow Agent in the Periodic Payment Escrow Account under the Escrow Agreement and by the Collateral Agent in the Periodic Payment Collateral Account under the Collateral Agreement an aggregate number of shares of Cox Common Stock (or such other assets permitted by the Escrow Agreement and the Collateral Agreement) (the "Periodic Payment Shares" and, together with the Maximum Contract Shares, the "Escrow Shares") so that the fraction (expressed as a percentage) obtained by dividing (x) the sum of all Periodic Payments due and unpaid and to become due on or prior to the Maturity Date by (y) the total value of the Periodic Payment Shares then held by the Escrow Agent and the Collateral Agent, based upon the Closing Price at the end of each calendar month (the "Specified Percentage") at the date hereof shall be 50% and at the times hereafter shall be less than or equal to 60%. In the event the Specified Percentage exceeds 60%, CEI shall promptly effect deliveries pursuant to the Escrow Agreement and/or the Collateral Agreement such that immediately following such delivery the Specified Percentage is 50% or less and CEI is in compliance with its obligations under the Escrow Agreement and the Collateral Agreement.

(b) CEI shall cause the Escrow Shares to bear the legends required by the Escrow Agreement and the Collateral Agreement, and to cause the required orders to be given to the Transfer Agent for the Cox Common Stock in order to restrict the transfer thereof.

6.2. Collateral. If at any time after the date hereof (i) the credit

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rating assigned by Moody's Investors Services, Inc. ("Moody's") to the long-term senior unsecured debt of CEI ("Senior Debt") shall be lowered by Moody's or (ii) the credit rating assigned by Standard &

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Poor's Ratings Services, a division of McGraw Hill, Inc. ("S&P"), to the Senior Debt shall be lowered by S&P, then CEI shall deliver, or cause to be delivered by the Escrow Agent, to the Collateral Agent to be held as collateral pursuant to the Collateral Agreement, a number of Escrow Shares so that, immediately after such delivery, the total number of Escrow Shares held as collateral pursuant to the terms of the Collateral Agreement is equal to the sum of (x) the Applicable Percentage of the Periodic Payment Shares and (y) the Applicable Percentage of the Maximum Contract Shares. Each Applicable Percentage shall be determined based upon the lower of the credit ratings assigned to the Senior Debt by Moody's and S&P (or, if only one of Moody's or S&P has assigned a rating to the Senior Debt, such rating) or a substitute rating agency or agencies as follows:



<TABLE>  
<CAPTION>

Credit Ratings		Applicable Percentage	
Moody's	S&P	Periodic Payment Shares	Maximum Contract Shares
<S>	<C>	<C>	<C>
Baa1 or higher	A- or higher	0%	0%
	BBB+	100%	0%
Baa2	BBB	100%	25%
Baa3	BBB-	100%	75%
Below Baa3	Below BBB-	100%	100%

In the event the Senior Debt is not rated by Moody's or S&P or if a Collateral Event of Default has occurred and is continuing, the Applicable Percentage of Periodic Payment Shares and the Applicable Percentage of Maturity Contract Shares shall each be 100%.

6.3. No Default. CEI agrees that at all times from the date hereof through the Closing hereunder, it will conduct its affairs so that compliance with its obligations hereunder and under the Escrow Agreement and the Collateral Agreement do not and will not result in any violation of its charter or by-laws or conflict with or constitute a breach or default (or in any situation that, with the giving of notice or the passage of time, or both, would result in default) in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which CEI is a party or by which it may be bound or to which any of the property or assets of CEI is subject.

6.4. Taxes. (a) CEI shall pay any and all documentary, stamp, transfer or similar taxes and charges that may be payable in respect of the entry into this Agreement and the transfer and delivery of the Contract Shares pursuant hereto.

(b) MLCS and CEI hereby agree:

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(i) to treat, for all United States Federal, state and local tax purposes, this Agreement as a unit (a "Unit") consisting of (A) a debt instrument (the "Debt Instrument") with a fixed principal amount unconditionally payable on the Maturity Date equal to the total Firm Consideration Amount and the Option Consideration Amount (the "Total Consideration Amount") payable by MLCS hereunder and bearing interest in an amount equal to the Periodic Payments and (B) a forward contract (the "Forward Contract") pursuant to which MLCS is irrevocably committed to use the principal payment due on the Debt Instrument to purchase on the Maturity Date or the Early Settlement Date Closing the Contract Shares which CEI is obligated to deliver at that time (subject to CEI's right to deliver cash with an equal value in lieu of the Contract Shares), which treatment will require, among other things, MLCS to include currently in income as ordinary interest the Periodic Payments that are made under this Agreement by CEI in accordance with MLCS's regular method of tax accounting and to include in income as ordinary interest original issue discount in an amount equal to 1.4% of the Total Consideration Amount under a constant yield method.

(ii) to allocate \$185,932,485 of the Firm Consideration Amount to the Debt Instrument component and to allocate the remaining \$2,640,015 of the Firm Compensation Amount to the Forward Contract component, and to allocate 98.6% of the Option Consideration Amount to the Debt Instrument component and to allocate 1.4% of the Option Consideration Amount to the Forward Contract component;

(iii) to file all United States Federal, state and local income, franchise and estate tax returns consistent with the treatment of this Agreement as a Unit consisting of the Debt Instrument and the Forward Contract and consistent with the allocation described above in (ii) (in the absence of any change or clarification in applicable law, by regulation or otherwise, requiring a different characterization or treatment of this Agreement).

6.5. Amounts Due to Trustee. ML & Co. shall pay any and all amounts due to the Trustee under Section 607 of the Indenture.

6.6. Certain Notices. (a) ML & Co. shall notify MLCS and CEI of any

notice of default with respect to the STRYPES received by ML & Co. from the Trustee or any holders of STRYPES pursuant to the Indenture as promptly as reasonably practicable after receipt thereof.

(b) In case at any time while any of the STRYPES are outstanding CEI receives notice that:

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(i) Cox shall declare a dividend (or any other distribution) on or in respect of the Cox Common Stock to which Section 303(a)(i) or 303(a)(iii) of the Supplemental Indenture shall apply (other than any cash dividends and distributions, if any, paid from time to time by Cox that do not constitute Extraordinary Cash Dividends);

(ii) Cox shall authorize the issuance to all holders of Cox Common Stock of rights or warrants to subscribe for or purchase shares of Cox Common Stock or of any other subscription rights or warrants;

(iii) there shall occur any conversion or reclassification of Cox Common Stock (other than a subdivision or combination of outstanding shares of such Cox Common Stock) or any consolidation, merger or reorganization to which Cox is a party and for which approval of any stockholders of Cox is required, or the sale or transfer of all or substantially all of the assets of Cox; or

(iv) there shall occur the voluntary or involuntary dissolution, liquidation, winding up or bankruptcy of Cox;

then CEI shall promptly notify MLCS and ML & Co. of such fact and of (x) the date on which a record is to be taken for the purpose of such dividend, distribution or grant of rights or warrants, or, if a record is not to be taken, the date as of which the holders of Cox Common Stock of record to be entitled to such dividend, distribution or grant of rights or warrants are to be determined, or (y) the date, if known by CEI, on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation, winding up or bankruptcy is expected to become effective.

6.7. No Supplemental Indentures or Amendments Without Consent. ML & Co.  
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shall not, without the consent of MLCS and CEI, enter into any indenture supplemental to the Indenture that would adversely affect any obligation of CEI hereunder, including, without limitation, by increasing the consideration that CEI is obligated to deliver at Closing pursuant to this Agreement. ML & Co. and CEI shall not, without the consent of CEI, amend the Subsidiary STRYPES in any respect that would adversely affect any obligation of CEI hereunder, including, without limitation, by increasing the consideration that CEI is obligated to deliver at Closing pursuant to this Agreement.

6.8. Limitations on Trading During Certain Days. Each of CEI and ML & Co.  
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hereby agrees that it will not, and it will cause each of its Majority-Owned Subsidiaries not to, buy or sell shares of Cox Common Stock for their own account during the 20 Trading Days immediately prior to the second Trading Day preceding the Maturity Date or any Redemption Date of the STRYPES (or, in the case of a Tax Event (as defined in the Supplemental Indenture) that occurs less than 20 Trading Days prior to a Redemption Date, during the period from and after the occurrence of such Tax Event). For purposes hereof, "Majority-Owned Subsidiaries" with respect to either party means a subsidiary more than 50% of whose outstanding securities

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representing the right to vote for the election of directors is owned by such party and/or one or more of such party's other Majority-Owned Subsidiaries.

6.9. Payment and Discharge of STRYPES. MLCS agrees that it shall pay and  
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discharge its obligations under the Subsidiary STRYPES by delivering to ML & Co. on the Maturity Date the form of consideration that it receives from CEI hereunder. ML & Co. agrees that it shall pay and discharge its obligations under the STRYPES by delivering to the holders of the STRYPES on the Maturity Date the form of consideration that it receives from MLCS under the Subsidiary STRYPES.

6.10. Redemption. In the event that CEI exercises its option granted  
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pursuant to Section 3.1 hereof, MLCS agrees that it shall effect the redemption of the Subsidiary STRYPES and ML & Co. agrees that it shall effect the redemption of the STRYPES.

6.11. Further Assurances. From time to time on and after the date hereof  
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through the date of Closing, each of the parties hereto shall use its best efforts to take, or cause to be taken, all action and to do, or cause to be

done, all things necessary, proper and advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement in accordance with the terms and conditions hereof, including (i) using best efforts to remove any legal impediment to the consummation of such transactions and (ii) the execution and delivery of all such deeds, agreements, assignments and further instruments of transfer and conveyance necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement in accordance with the terms and conditions hereof.

7.

Conditions to Closing  
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7.1. CEI's Conditions to Each Closing. CEI's obligation to consummate the  
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transactions contemplated hereunder is conditioned upon (i) the purchase and sale of the Initial STRYPES pursuant to the Underwriting Agreement having been consummated as contemplated therein, (ii) CEI having received, at or prior to the date of such Closing, notice from MLCS specifying the number of shares of Cox Common Stock and any Distributed Assets, or such cash, securities or other property as may have been received in a Reorganization Event, that would be required by MLCS to pay and discharge all of the Subsidiary STRYPES on the Maturity Date or to redeem all of the Subsidiary STRYPES on the Redemption Date, as applicable, without taking into account any default with respect to the Subsidiary STRYPES or any acceleration of the maturity of the Subsidiary STRYPES resulting therefrom, (iii) the representations and warranties of MLCS contained in Article 5 hereof being true and correct as of the date of such Closing, and (iv) the performance by MLCS and ML & Co. of their respective covenants and other obligations hereunder.

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7.2. MLCS's Conditions to each Closing. MLCS's obligation to consummate  
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the transactions contemplated hereunder is conditioned upon (i) the purchase and sale of the Initial STRYPES pursuant to the Underwriting Agreement having been consummated as contemplated therein, (ii) the representations and warranties of CEI contained in Article 4 hereof being true and correct as of the date of such Closing, and (iii) the performance by CEI of its covenants and other obligations hereunder.

8.

Acceleration of Delivery  
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8.1. Events of Default; Acceleration of Delivery. If one or more of the  
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following events (each an "Event of Default") shall occur:

(i) CEI shall fail to make any Periodic Payment when due, and such failure shall continue for a period of three (3) days;

(ii) CEI shall commence a voluntary case or other proceeding seeking a liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall take any corporate action to authorize any of the foregoing;

(iii) an involuntary case or other proceeding shall be commenced against CEI seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against CEI, under the federal bankruptcy laws as now or hereafter in effect; or

(iv) a Collateral Event of Default within the meaning of the Collateral Agreement;

then, (A) the Periodic Payment Shares and the Maximum Contract Shares (together, the "Aggregate Acceleration Value") shall become immediately deliverable and payable by CEI to MLCS in accordance with the Escrow Agreement and the Collateral Agreement and (B) CEI's rights under Sections 2.5 and 3.1 hereof shall terminate immediately.

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Miscellaneous  
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9.1. Adjustments of Payment Rate Formula; Selection of Independent  
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Investment Banking Firm. MLCS shall provide CEI reasonable opportunity to  
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review the calculations pertaining to any adjustment of the Payment Rate Formula made pursuant to Section 303 of the Supplemental Indenture. If, pursuant to the terms and conditions of the Supplemental Indenture and the Subsidiary STRYPES, MLCS shall be required to retain a nationally recognized independent investment banking firm for any purpose provided in the Supplemental Indenture or the Subsidiary STRYPES, such nationally recognized independent investment banking firm shall be selected and retained by MLCS only after consultation with CEI and shall be reasonably acceptable to CEI.

9.2. Notices. All notices and other communications hereunder shall be in  
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writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to MLCS shall be directed to it at North Tower, World Financial Center, New York, New York 10281-1322, attention of \_\_\_\_\_, with a copy to the Treasurer of ML & Co. at World Financial Center, South Tower, New York, New York, 10080-6105; notices to CEI shall be directed to it at 1400 Lake Hearn Drive, Atlanta, Georgia 30319, attention of Treasurer.

9.3. Governing Law; Consent to Jurisdiction. This Agreement shall be  
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governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed wholly within such State. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereto hereby expressly and irrevocably consent and submit to the non-exclusive jurisdiction of any competent court in the place of its domicile and any United States Federal court sitting in the Borough of Manhattan, City and State of New York, and expressly and irrevocably waive, to the extent permitted under applicable law, any immunity from the jurisdiction thereof and any claim or defense in such suit, action or proceeding based on a claim of improper venue, forum non conveniens or any similar basis to which it might otherwise be entitled.

9.4. Entire Agreement. Except as expressly set forth herein, this  
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Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, among the parties with respect to the subject matter of this Agreement.

9.5. Amendments; Waivers. Any provision of this Agreement may be amended  
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or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by MLCS, ML & Co. and CEI or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right,

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power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.6. Successors, Assigns. The provisions of this Agreement shall be  
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binding upon and accrue to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Notwithstanding the foregoing, neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any party hereto without the prior written consent of the other parties hereto.

9.7. No Third Party Rights. This Agreement is not intended and shall not  
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be construed to create any rights in any person other than CEI, MLCS and ML & Co. and no person shall assert any rights as third party beneficiary hereunder.

9.8. Counterparts. This Agreement may be signed in any number of  
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counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year first above written.

MERRILL LYNCH CAPITAL SERVICES, INC.

COX ENTERPRISES, INC.

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

MERRILL LYNCH & CO., INC.

By \_\_\_\_\_  
Name:  
Title: