

SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

## FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE FISCAL YEAR ENDED DECEMBER 31, 1999.

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

Commission File No. 1-2958

HUBBELL INCORPORATED  
(Exact name of Registrant as specified in its charter)

CONNECTICUT  
(State or other jurisdiction of incorporation or organization)

06-0397030  
(I.R.S. Employer Identification Number)

584 Derby Milford Road, Orange, Connecticut  
(Address of principal executive offices)

06477-4024  
(Zip Code)

(203) 799-4100  
(Registrant's telephone number, including area code)

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

Title of each Class	Name of Exchange on which Registered
Class A Common - \$.01 par value (20 votes per share)	New York Stock Exchange
Class B Common - \$.01 par value (1 vote per share)	New York Stock Exchange
Series A Junior Participating Preferred Stock Purchase Rights	New York Stock Exchange
Series B Junior Participating Preferred Stock Purchase Rights	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such report), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

The approximate aggregate market value of the voting stock held by non-affiliates of the Registrant as of March 10, 2000 was \$1,304,729,000. The number of shares outstanding of the Class A Common Stock and Class B Common Stock as of March 10, 2000 was 10,170,900 and 53,196,400, respectively.

Documents Incorporated by Reference

The definitive proxy statement for the proposed annual meeting of stockholders to be held on May 1, 2000, filed with the Commission on March 27, 2000 - Part III.

- - - - -

\* Calculated by excluding all shares held by executive Officers and Directors of Registrant and the Roche Trust, the Hubbell Trust and the Harvey Hubbell Foundation, without conceding that all such persons are "affiliates" of registrant for purpose of the Federal Securities Laws.

## PART I

## Item 1. Business

Hubbell Incorporated (herein referred to as "Hubbell", the "Company" or the "registrant", which references shall include its divisions and subsidiaries as the context may require) was founded as a proprietorship in 1888, and was incorporated in Connecticut in 1905. For over a century, Hubbell has manufactured and sold high quality electrical and electronic products for a broad range of commercial, industrial, telecommunications, and utility applications. Since 1961, Hubbell has expanded its operations into other areas of the electrical industry and related fields. Hubbell products are now manufactured or assembled by twenty-three divisions and subsidiaries in the United States, Canada, Switzerland, Puerto Rico, Mexico, and the United Kingdom. Hubbell also participates in joint ventures with partners in South America, Germany and Taiwan, and maintains sales offices in Mexico, Hong Kong, the People's Republic of China, Southeast Asia, South Korea, and the Middle East.

Hubbell is primarily engaged in the engineering, manufacture and sale of electrical and electronic products. For management reporting and control, the businesses are divided into four operating segments: Electrical, Power, Telecommunications and Other, as described below. Reference is made to page 41 for information relative to Industry Segment and Geographic Area Information for 1999, 1998 and 1997.

In February, 1999, Hubbell acquired from Chardon Electrical Components, Inc. certain of its assets related to the manufacture of high voltage underground cable accessory products and technology related to the electric utility market to augment its Power Segments products portfolio. The acquired product line includes loadbreak and deadbreak products, splices and terminations.

In July, 1999, Hubbell acquired from Trench Switzerland AG the assets related to the Haefely high voltage test and instrumentation business. Based in Basil, Switzerland, its product lines include high voltage test and measurement and instrumentation equipment and electromagnetic test equipment used in compliance testing of telecommunications and Local Area Network Systems (LANS).

In September, 1999, Hubbell sold to The Marmon Corporation the stock of The Kerite Company subsidiary. Kerite sells premium quality, high performance, insulated power and cable for application in critical circuits of electric utilities and major industrials, as well as accessories for splicing and terminating cable ends.

In February, 2000, Hubbell announced that it had entered into an agreement with ECI Telecom Ltd. to sell to ECI Telecom its digital subscriber line communications equipment business ("WavePacer(R)"), and certain related intellectual property. WavePacer(R)xDSL solutions enable delivery of high speed network access for data-intensive applications such as telecommuting, branch office connectivity, and remote internet access; and WavePacer(R) remote access multiplexers provide asymmetric digital subscriber designated line (ADSL) series to remote locations and are capable of interfacing with any vendor's equipment in the central office. Completion of the sale transaction is subject to closing conditions, including regulatory clearances, and is expected to close by March 31, 2000.

## ELECTRICAL SEGMENT

The Electrical Segment is comprised of businesses that primarily sell through distributors, lighting showrooms, and home centers and represents stock items including standard and special application wiring device products, lighting fixtures, fittings, switches and outlet boxes, enclosures and wire management products. The products are typically used in industrial, commercial, and institutional facilities by electrical contractors, maintenance personnel and electricians.

## Electrical Wiring Devices

Hubbell manufactures and sells highly durable and reliable wiring devices which are supplied principally to industrial, commercial and institutional customers. These products, comprising several thousand catalog items, include plugs, dimmers, receptacles (including surge suppressor units), wall outlets, connectors, adapters, floor boxes, switches, occupancy sensors (including passive infrared and ultrasonic motion sensing devices), lampholders, control switches, outlet strips, pendants, weatherproof enclosures, and wallplates. Pin-and-sleeve devices built to IEC (International Electrotechnical Commission) and new UL standards have incorporated improved water and dust-tight construction and impact resistance. Switch and receptacle wall plates feature proprietary thermoplastic materials offering high impact resistance and durability, and are available in a variety of colors and styles. Delivery systems, including nonmetallic surface raceway systems for power, data and communications distribution, provide efficiency and flexibility in both initial installations and remodeling applications. Hubbell also sells wiring devices for use in certain environments requiring specialized products, such as multi-pin connectors and cable assemblies for the connection of sensors in materials processing, modular cable protection systems, and portable power distribution units with ground fault protection for commercial and industrial applications. Some of the portable power distribution units contain a number of outlets to which electrically-powered equipment may be simultaneously connected for ground fault protection. Circuit Guard(R) ground fault units protect the user from electrical shock by interrupting the circuit to which they are connected when a fault to ground is detected. Hubbell also manufactures TVSS, transient voltage surge suppression devices, under the Spikeshield(R) trademark, which are used to protect electronic equipment such as personal computers and other supersensitive electronic equipment. Hubbell also manufactures and/or sells components designed for use in local area networks (LANs) and other telecommunications applications supporting high speed data and voice signals. Primary products include work station modular jacks, faceplates, surface housings, modular furniture plates, cross connect patch panels, connectorized cable assemblies, punch down blocks, free standing racks, enclosures and other products used for installation, testing and distribution of LANs. These products support unshielded, shielded and fiber optic media types and typically service commercial, institutional and industrial applications.

## Lighting Fixtures

Hubbell manufactures and sells lighting fixtures and accessories for both indoor and outdoor applications with three basic classifications of products: Outdoor, Industrial and Commercial. The Outdoor products include poles, MiniLiter(R) and Sterner's Infranor(TM) floodlights, Devine's Geometric 2000 series fixtures and Magnusquare(R) II Architectural fixtures which are used to illuminate service stations, outdoor display signs, parking lots, security areas, shopping centers and similar areas, and Sportsliter(R) fixtures which are used to illuminate athletic and recreational fields. In addition, a line of Lightscaper(R) decorative outdoor fixtures is sold for use in landscaping applications such as pools, gardens and walkways. The Industrial products include Superbay(R) 2.0, Controlux(R) 2.0, Superwatt(R), The Detector(TM), and Kemlux(R) fixtures used to illuminate factories, work spaces, and similar areas, including specialty requirements such as paint rooms, clean rooms and warehouses. The Commercial products include HID, fluorescent, Pathfinder(R) emergency and exit, and recessed and track fixtures which are used for offices, schools, hospitals, retail stores, and similar applications. The fixtures use high-intensity discharge lamps, such as mercury-vapor, high-pressure sodium, and metal-halide lamps, as well as quartz, fluorescent and incandescent lamps, all of which are purchased from other sources. Hubbell also manufactures a broad range of track and down lighting fixtures and accessories sold under the Marco(R) trademark, a line of life safety products, fixtures and related components which are used in specialized safety applications, and a line of IEC lighting fixtures designed for hazardous, hostile and corrosive applications sold under the ChalmittM trademark.

#### Outlet Boxes, Enclosures and Fittings

Hubbell manufactures and/or sells: (a) under the Raco(R) trademark, steel and plastic boxes used at outlets, switch locations and junction points; (b) a broad line of metallic and plastic fittings, including rigid plastic conduit fittings, EMT (thinwall) fittings and metal conduit fittings; (c) a family of nonmetallic electrical products including conduit tubing and Bell Outdoor(R) outlet boxes; (d) a variety of electrical boxes, covers, combination devices, lampholders and lever switches manufactured under the Bell(R) trademark, with an emphasis on weather-resistant types suitable for outdoor applications; and (e) under the Wiegmann(R) trademark, a full-line of fabricated steel enclosures such as rainproof and dust-tight panels, consoles and cabinets, wireway and electronic enclosures and a line of non-metallic enclosures. Wiegmann products are designed to enclose and protect electrical conductors, terminations, instruments, power distribution and control equipment.

#### Holding Devices

Hubbell manufactures and sells a line of Kellems(R) and Bryant(R) mesh grips used to pull, support and relieve stress in elongated items such as cables, electrical cords, hoses and conduits, a line of Gotcha(R) cord connectors designed to prevent electrical conductors from pulling away from electrical terminals to which the conductors are attached, and wire management products including non-metallic surface raceway products for wiring and flexible conduit for OEM applications. The grips are sold under the Dua Pull(R) and Kellems(R) trademarks and range in size and strength to accommodate differing application needs. These products, which are designed to tighten around the gripped items, are sold to industrial, commercial, utility and microwave tower markets.

#### Hazardous and Hostile Location Application Products

Hubbell's special application products, which are sold under the Killark(R) trademark, include weatherproof and hazardous location products suitable for standard, explosion-proof and other hostile area applications, include conduit raceway fittings, Disconex(R) switches, enclosures, HostileLite(R) lighting fixtures, electrical distribution equipment, standard and custom electrical motor controls, junction boxes, plugs and receptacles. Hazardous locations are those areas where a potential for explosion and fire exists due to the presence of flammable gasses, fibers, vapors, dust or other easily ignitable materials and include such applications as refineries, petro-chemical plants, grain elevators and material processing areas.

#### Sales and Distribution of Electrical Segment Products

A majority of Hubbell's Electrical Segment products are stock items and are sold through electrical distributors, home centers, some retail and hardware outlets, and lighting showrooms. Special application products are sold primarily through wholesale distributors to contractors, industrial customers and original equipment manufacturers. Voice and data signal processing equipment products are represented worldwide through a direct sales organization and by selected, independent telecommunications representatives, primarily sold through datacom, electrical and catalogue distribution channels. Hubbell maintains a sales and marketing organization to assist potential users with the application of certain products to their specific requirements, and maintains regional offices in the United States which work with architects, engineers, industrial designers, original equipment manufacturers and electrical contractors for the design of electrical systems to meet the specific requirements of industrial, institutional, and commercial users. Hubbell is also represented by sales representatives for its lighting fixtures and electrical wiring devices product lines. The sales of Electrical Segment products accounted for approximately 59% of Hubbell's total revenue in 1999, 57% in 1998 and 56% in 1997.

## POWER SEGMENT

Power Segment operations are comprised of a wide variety of construction, switching and protection products, hot line tools, grounding equipment, cover ups, fittings and fasteners, cable accessories, insulators, arresters, cutouts, sectionalizers, connectors and compression tools for the building and maintenance of overhead and underground power and telephone lines, as well as applications in the industrial, construction and pipeline industries.

### Electrical Transmission and Distribution Products

Hubbell manufactures and sells, under the Ohio Brass(R) registered trademark, a complete line of polymer insulators and high-voltage surge arresters used in the construction of electrical transmission and distribution lines and substations. The primary focus in this product area are the Hi\*Lite(R), Hi\*Lite(R)XL and Veri\*Lite(TM) polymer insulator lines and the polymer housed metal-oxide varistor surge arrester lines. Electrical transmission products, primarily Hi\*Lite(R)XL suspension insulators, are used in the expansion and upgrading of electrical transmission capability.

Hubbell manufactures and sells, under the Chance(R) trademark, products used in the electrical transmission and distribution and telecommunications industries, including overhead and underground electrical apparatus such as (a) distribution switches (to control and route the flow of power through electrical lines); (b) cutouts, sectionalizers, and fuses (to protect against faults and over-current conditions on power distribution systems); and (c) fiberglass insulation systems (pole framing and conductor insulation).

Hubbell manufactures and sells, under the Anderson(TM) trademark, electrical connectors and associated hardware including pole line, line and tower hardware, compression crimping tools and accessories, mechanical and compression connectors, suspension clamps, terminals, supports, couplers, and tees for utility distribution and transmission systems, substations, and industry.

Hubbell manufactures and sells, under the Fargo(R) trademark, electrical power distribution and transmission products, principally for the utility industry. Distribution products include electrical connectors, automatic line splices, dead ends, hot line taps, formed wire products, wildlife protectors, and various associated products. Transmission products include splices, sleeves, connectors, dead ends, spacers and dampers. Products also consist of original equipment and resale products including substation fittings for cable, tube and bus as well as underground enclosures, wrenches, hydraulic pumps and presses, and coatings.

Hubbell manufactures and sells, under the Hubbell(R) trademark, cable accessories including loadbreak switching technology, deadbreak products, cable splicing and cable termination products, as well as automation-ready overhead switches and aluminum transformer equipment mounts.

### Construction Materials/Tools

Hubbell manufactures and sells, under the Chance(R) trademark, (a) line construction materials including power-installed helical earth anchors and power-installed foundations to secure overhead power and communications line poles, and guy and support towers, streetlight poles and pipelines (Helical Pier(R) Foundation Systems are used to screw foundations to support homes and buildings, and earth anchors are used in a variety of farm, home and construction projects including tie-back applications); (b) pole line hardware, including galvanized steel fixtures and extruded plastic materials used in overhead and underground line construction and connectors, and other accessories for making high voltage connections and linkages; (c) construction tools and accessories for building overhead and underground power and telephone lines; and (d) hot-line tools (all types of tools mounted on insulated poles used to construct and maintain energized high voltage lines) and other safety equipment.

## Sales and Distribution of Power Segment Products

Sales of high-voltage products are made through distributors and directly to users such as electric utilities, mining operations, industrial firms, and engineering and construction firms. While Hubbell believes its sales in this area are not materially dependent upon any customer or group of customers, a decrease in purchases by public utilities does affect this category. The sale of Power Segment products accounted for approximately 28% of Hubbell's total revenue in 1999, 1998 and in 1997.

## TELECOMMUNICATIONS SEGMENT

Telecommunication operations design and manufacture voice and data signal processing components primarily used by telephone and telecommunications companies and consists of channel cards and banks for loop and trunk carriers, and racks and cabinets.

Hubbell designs, manufactures and sells, under the Pulsecom(R) trademark, a broad range of communications access solutions for use by the telephone and telecommunications industry. These solutions encompass a comprehensive product line ranging from POTS to ISDN to high-speed internet and broadband access solutions designed to assist Network Access Providers (NAPs) in offering their customers quality and cost-effective voice and data services. Hubbell's (a) WavePacer(TM)xDSL solutions enable delivery of high speed network access for data-intensive applications such as telecommuting, branch office connectivity, and remote internet access; (b) remote access multiplexers provide asymmetric digital subscriber line (ADSL) services to remote locations and are capable of interfacing with any vendor's equipment in the central office; (c) DLC solutions to multiplex traffic from many users over a single link using existing copper or fiber facilities providing easier and more cost-effective service to new users since fewer and smaller cables are required for providing expanded service; and (d) D4 solutions to provide delivery of integrated voice and data services. Customers of these product lines include various telecommunications companies, the Regional Bell Operating Companies (RBOCs), independent telephone companies, competitive local exchange carriers, companies with private networks, and internet service providers. These products are sold primarily by direct sales to customers in the United States and in foreign countries through sales personnel and sales representatives. Telecommunication Segment products accounted for approximately 7% of Hubbell's total revenue in 1999 and 10% in 1998 and in 1997. As noted on page 2, Hubbell announced that it had entered into an agreement with ECI Telecom Ltd. to sell to ECI Telecom to sell its Wave Pacer(R) Digital Subscriber Line.

## OTHER INDUSTRY SEGMENT

The Other Industry Segment consists of operations that design and manufacture test and measurement equipment, high voltage power supplies and variable transformers, industrial controls including motor speed controls, pendant-type push-button stations, overhead crane controls, and Gleason(R) electric cable and hose reels. Products are sold primarily to steel mills, industrial complexes, seaports, and cable and electronic equipment manufacturers.

### High Voltage Test and Measurement Equipment

Hubbell manufactures and sells, under the Hipotronics(R), Haefely Test(R) and Tettex(R) trademarks, a broad line of high voltage test and measurement systems to test materials and equipment used in the generation, transmission and distribution of electricity, and high voltage power supplies and electromagnetic compliance equipment for use in the electrical and electronic industries. Principal products include AC/DC hipot testers and megohmmeters, cable fault location systems, oil testers and DC hipots, impulse generators, digital measurement systems and tan-delta bridges, AC series resonant and corona detection systems, DC test sets and power supplies, variable transformers, voltage regulators, and motor and transformer test sets.

## Industrial Controls

Hubbell manufactures and sells a variety of heavy-duty electrical and radio control products which have broad application in the control of industrial equipment and processes. These products range from standard and specialized industrial control components to combinations of components that control industrial manufacturing processes. Standard products include motor speed controls, pendant-type push-button stations, power and grounding resistors and overhead crane controls. Also manufactured and sold are a line of transfer switches used to direct electrical supply from alternate sources, and a line of fire pump control products used in fire control systems.

Hubbell manufactures, under the Gleason(R) trademark, industrial-quality cable management products including electric cable and hose reels, protective steel and nylon cable tracks (cable and hose carriers), cable festooning hardware, highly engineered container crane reels and festoons for the international market, slip rings, and a line of ergonomic tool support systems (workstation accessories and components such as balancers, retractors, torque reels, tool supports, boom and jib kits).

Hubbell's Other Industry Segment products are sold through electrical distributors and sales representatives to contractors, industrial customers and original equipment manufacturers, with the exception of high voltage test and measurement equipment which is sold primarily by direct sales to customers in the United States and in foreign countries through its sales engineers and independent sales representatives.

The sale of products in the Other Industry Segment accounted for approximately 6% of Hubbell's total revenue in 1999, 5% in 1998 and 6% in 1997.

### INFORMATION APPLICABLE TO ALL GENERAL CATEGORIES

#### International Operations

Hubbell Ltd. in the United Kingdom manufactures and/or markets fuse switches, contactors, selected wiring device products, premise wiring products, specialized control gear, chart recording products, and industrial control products used in motor control applications such as fuse switches and contactors.

Hubbell Canada Inc. and Hubbell de Mexico, S.A. de C.V. manufacture and/or market wiring devices, premise wiring products, lighting fixtures, grips, fittings, non-metallic switches and outlet boxes, hazardous location products, electrical transmission and distribution products and earth anchoring systems. Industrial control products are sold in Canada through an independent sales agent.

Harvey Hubbell S.E. Asia Pte. Ltd. markets wiring devices, lighting fixtures, hazardous location products and electrical transmission and distribution products.

Hubbell also manufactures lighting products, wiring devices, weatherproof outlet boxes, fittings, and power products in Juarez, Mexico. Hubbell also has interests in various other international operations such as joint ventures in South America, Germany and Taiwan, and sales offices in Hong Kong, People's Republic of China, Southeast Asia, South Korea and the Middle East.

The wiring devices sold by Hubbell's operations in the United Kingdom, Singapore, Canada and Mexico are similar to those produced in the United States, most of which are manufactured in the United States and Puerto Rico.

As a percentage of total sales, international shipments from foreign subsidiaries were 7% in 1999 and 6% in 1998 and 1997, with the Canadian market representing approximately 55% of the total.

#### Raw Materials

Principal raw materials used in the manufacture of Hubbell products include steel, brass, copper, aluminum, bronze, plastics, phenolics, bone fiber, elastomers and petrochemicals. Hubbell also purchases certain electrical and electronic components, including solenoids, lighting ballasts, printed circuit boards, integrated circuit chips and cord sets, from a number of suppliers. Hubbell is not materially dependent upon any one supplier for raw materials used in the manufacture of its products and equipment and, at the present time, raw materials and components essential to its operation are in adequate supply.

#### Patents

Hubbell has approximately 852 active United States and foreign patents covering many of its products, which expire at various times. While Hubbell deems these patents to be of value, it does not consider its business to be dependent upon patent protection. Hubbell licenses under patents owned by others, as may be needed, and grants licenses under certain of its patents.

#### Working Capital

Hubbell maintains sufficient inventory to enable it to provide a high level of service to its customers. The inventory levels, payment terms and return policies are in accord with the general practices of the electrical products industry and standard business procedures.

#### Backlog

Backlog of orders believed to be firm at December 31, 1999 and 1998 were approximately \$117.3 million and \$85.5 million, respectively. Most of the backlog is expected to be shipped in the current year. Although this backlog is important, the majority of Hubbell's revenues result from sales of inventoried products or products that have short periods of manufacture.

#### Competition

Hubbell experiences substantial competition in all categories of its business, but does not compete with the same companies in all of its product categories. The number and size of competitors vary considerably depending on the product line. Hubbell cannot specify with exactitude the number of competitors in each product category or their relative market position. However, some of its competitors are larger companies with substantial financial and other resources. Hubbell considers product performance, reliability, quality and technological innovation as important factors relevant to all areas of its business and considers its reputation as a manufacturer of quality products to be an important factor in its business. In addition, product price and other factors can affect Hubbell's ability to compete.

#### Environment

Compliance with Federal, State and local provisions regulating the discharge of materials into the environment, or otherwise relating to the protection of the environment, is not believed to have any material effect upon the financial or competitive position of Hubbell.



## Employees

As of December 31, 1999, Hubbell had approximately 10,190 full-time employees, including salaried and hourly personnel. Approximately 44% of Hubbell's United States employees are represented by 15 labor unions. Hubbell considers its labor relations to be satisfactory.

## Item 2. Properties

A list of Hubbell's material manufacturing facilities, classified by segment, is included on Page 42 hereof under Industry Segment and Geographical Area Information.

## Item 3. Legal Proceedings

There are no material pending legal proceedings to which Hubbell or any of its subsidiaries is a party or of which any of their property is the subject, other than ordinary and routine litigation incident to their business.

## Item 4. Submission of Matters to a Vote of Security Holders

No matters were submitted to a vote of security holders during the fourth quarter of 1999.

## PART II

## Item 5. Market for the Registrant's Common Equity and Related Stockholder Matters

The Company's Class A and Class B common stocks are principally traded on the New York Stock Exchange under the symbols "HUBA" and "HUBB". The following tables provide information on market prices, dividends declared and number of common shareholders.

## Market Prices (Dollars Per Share)

Years Ended December 31, -----	Common A -----		Common B -----	
	High ---	Low ---	High ---	Low ---
1999-First quarter	39 5/8	33 3/8	41 3/4	34 7/16
1999-Second quarter	45 3/4	36 1/2	49 3/16	39 1/4
1999-Third quarter	42	33 5/8	45 3/16	31 5/8
1999-Fourth quarter	33 1/2	25 3/4	32	26 1/4
1998-First quarter	48 1/2	44 3/16	51 15/16	46 15/16
1998-Second quarter	48 13/16	43 5/8	52 3/16	41 5/8
1998-Third quarter	44 5/8	35 3/8	44 13/16	35 1/2
1998-Fourth quarter	42 15/16	34 1/4	42 3/4	34 9/16

## Dividends Declared (Cents Per Share)

Years Ended December 31, -----	Common A -----		Common B -----	
	1999 ---	1998 ---	1999 ---	1998 ---
First quarter	31	29	31	29
Second quarter	32	31	32	31
Third quarter	32	31	32	31
Fourth quarter	32	31	32	31

## Number of Common Shareholders

At December 31, -----	1999 ----	1998 ----	1997 ----	1996 ----	1995 ----
Class A	1,090	1,176	1,242	1,285	1,308
Class B	4,805	5,153	5,339	5,359	5,521

## Item 6. Selected Financial Data

The following summary should be read in conjunction with the consolidated financial statements and notes contained herein (dollars and shares in millions, except per share amounts).

OPERATIONS, YEARS ENDED DECEMBER 31, -----	1999 -----	1998 -----	1997 -----
Net sales	\$ 1,451.8	1,424.6	1,378.8
Gross profit	\$ 409.0	438.2	430.4
Special charge	---	---	(52.0)(1)
Operating income	\$ 194.4	226.1	171.6
Provision for income taxes	\$ 51.2	61.1	49.8
Net income	\$ 145.8	169.4	130.3(1)
Return on sales	10.0%	11.9%	9.5%
Return on common shareholders' average equity	17.2%	20.3%	16.6%
Return on average total capital (2)	16.1%	18.9%	15.5%
Earnings per share:			
Basic	\$ 2.24	2.56	1.94(1)
Diluted	\$ 2.21	2.50	1.89(1)
Cash dividends declared per common share	\$ 1.27	1.22	1.13
Average number of common shares outstanding - (diluted)	65.9	67.7	68.8
Additions to property, plant, and equipment	\$ 53.7	86.1	60.6
Depreciation and amortization	\$ 52.8	48.1	43.2
FINANCIAL POSITION, AT YEAR-END -----			
Working capital	\$ 209.4	219.8	339.9
Current ratio	1.6 to 1	1.6 to 1	2.3 to 1
Property, plant and equipment (net)	\$ 308.9	310.1	251.9
Total assets	\$ 1,399.2	1,390.4	1,284.8
Long-term debt	\$ 99.6	99.6	99.5
Common shareholders' equity:			
Total	\$ 855.8	840.6	830.3
Per share	\$ 13.00	12.42	12.06
NUMBER OF EMPLOYEES, AT YEAR-END -----	10,190	10,562	8,801

OPERATIONS, YEARS ENDED DECEMBER 31, -----	1996 ----	1995 ----
Net sales	1,297.4	1,143.1
Gross profit	392.3	339.9
Special charge	---	---
Operating income	197.5	165.0
Provision for income taxes	57.8	45.1
Net income	141.5	121.9
Return on sales	10.9%	10.7%
Return on common shareholders' average equity	20.1%	19.1%
Return on average total capital (2)	18.4%	18.5%
Earnings per share:		
Basic	2.15	1.85
Diluted	2.10	1.83
Cash dividends declared per common share	1.02	.92
Average number of common shares outstanding - (diluted)	67.2	66.7
Additions to property, plant, and equipment	39.1	38.2
Depreciation and amortization	39.3	36.2
FINANCIAL POSITION, AT YEAR-END -----		
Working capital	335.8	305.2
Current ratio	2.3 to 1	2.6 to 1
Property, plant and equipment (net)	217.9	204.2
Total assets	1,185.4	1,057.2
Long-term debt	99.5	102.1
Common shareholders' equity:		
Total	743.1	667.3
Per share	11.05	10.00
NUMBER OF EMPLOYEES, AT YEAR-END -----	8,178	7,410

(1) In the fourth quarter of 1997, the Company recorded a special charge of \$52.0 million which reduced net income by \$32.2 million or \$0.47 per share. Excluding the special charge, net earnings from operations would have been \$162.5 million or \$2.36 per share-diluted.

(2) Calculated as net income before interest expense divided by average total capital.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

RESULTS OF OPERATIONS

The Company's business segment reporting was changed in 1998 to reflect the internal reporting and management control structure in accordance with the requirements of Financial Accounting Standard No. 131. Previously, the Company reported segments based on product groupings. Accordingly, segment information for 1997 has been reclassified to reflect the revised format.

1999 Compared to 1998

Consolidated net sales increased 2% on improved shipments of specification-grade products in the Electrical Segment combined with acquisitions. Offsetting these improvements was a decline in orders to telephone companies in the Telecommunications Segment; increased price competition across all businesses and the impact of the disposition of The Kerite Company in September. Operating income declined 18%, excluding the gain on sale of Kerite, due to a downturn in Telecommunications, underperformance in the Power Segment and erosion in commercial products sales pricing.

Electrical Segment sales increased 7% on improved shipments of specification-grade wiring and lighting products and the full year effect of the 1998 lighting business acquisitions, which contributed a majority of the increase. Despite higher sales of higher margin specification-grade products and a modest contribution from acquisitions, operating profits declined 3% due to lower sales and margins in electrical commodity products; reduced demand from petroleum industry customers for hazardous location products and start-up costs of a new distribution center.

Power Segment sales increased 2% on higher shipments across most product lines including construction products, tool & rod, arresters and apparatus. The 2% year-over-year sales increase includes the negative volume effect of the September disposition of The Kerite Company, partially offset by the February purchase of Chardon Electrical Components. Operating income declined 20% due to unanticipated delays and associated costs in implementing a complex series of changes as described under the Company's previously announced streamlining program. These changes include the relocation of production and distribution facilities to lower cost sites, reorganization of the segment into a feeder plant/centralized distribution structure and the implementation of integrated business systems. The added costs of the delayed implementation of these changes, consisting primarily of duplicate facility operating costs and low productivity at new facilities, reduced profits substantially.

Telecommunications Segment sales and profits declined sharply due to the decline in core product lines at Pulse Communications, Inc., and a high level of development expenses associated with new Digital Subscriber Line (DSL) products. Pulsecom's sales decline is due mainly to reduced expenditures by the Regional Bell Operating Companies (RBOC's) beginning in the last four months of 1998. In February 2000, the Company announced an agreement to sell its WavePacer Digital Subscriber Line (DSL) assets to ECI Telecom Ltd. of Petah Tikva, Israel. Completion of the transaction is subject to closing conditions, including regulatory clearances. The transaction is expected to close by March 31, 2000, at which point the Company will no longer absorb new product development costs and associated operating costs for this business (a development stage company with limited revenues) which on an annual basis total approximately \$16 million.

Other Industry Segment sales were up 18% as a result of the July acquisition of Haefely Test AG, a high voltage test and instrumentation business, from Trench Switzerland AG. Excluding Haefely, segment sales declined slightly as favorable year-over-year comparisons at the Hipotronics operation were more than offset by continued low demand from customers in basic industries such as steel and petrochemicals. Operating income increased 15% due to improved efficiencies and effective cost control.

Gain on sale of business relates to the third quarter sale of The Kerite Company, a manufacturer of power cable previously included in the Power Segment.

Investment income declined due to a decline in investable funds resulting from a continuation of the stock repurchase program, acquisitions, additions to property, plant and equipment, and overall lower earnings. The increase in interest expense reflects the higher level of commercial paper outstanding during the year. The effective tax rate was 26.0% in 1999 versus 26.5% in 1998. The decrease in the consolidated effective tax rate reflects an overall higher level of tax benefits from Puerto Rican operations.

Other income, net has increased principally as a result of first-half insurance recoveries of \$3.3 million in connection with prior year damage sustained from Hurricane Georges and benefits received in connection with corporate-owned life insurance.

Net income and diluted earnings per share declined in response to the segment operating issues noted above, offset by the sale of Kerite and a 1.8 million reduction in average diluted shares outstanding (see Notes to Consolidated Financial Statements - Earnings Per Share). In 1999, the Company adopted Statement of Financial Accounting Standard ("SFAS") 86, "Accounting for the Costs of Computer Software to be Sold, Leased, or Otherwise Marketed," which requires capitalization of certain costs incurred in the development of software other than internal-use software. Adoption of this statement resulted in the net capitalization of \$3.9 million of Research and Development Costs for the year in the Telecommunications Segment which would have been otherwise expensed. Capitalized Software, net of amortization, is reported in Other Assets in the Consolidated Balance Sheet.

#### 1998 Compared to 1997

Consolidated net sales increased 3% on improved shipments combined with the acquisition of nine product lines (six in 1998 and three in 1997). Offsetting these improvements was a decline in orders from telephone companies to the Telecommunications Segment; weak international markets combined with a strong U.S. dollar; and increased price competition across all businesses. Net operating income increased 1%, as productivity increases offset erosion in sales pricing.

Electrical Segment sales increased 4% on improved shipments of generally all products and the acquisition of lighting businesses which contributed one point of the growth. Operating profits increased 1% as price competition offset the benefit of higher sales combined with the impact of redeployment expenses associated with the streamlining and consolidation of the fittings, switch and outlet box businesses.

Power Segment sales increased 2% on higher sales of anchors, hot line tools, line splices and taps and the inclusion of Fargo, which was acquired in February, 1997, which was offset by lower sales in Canada and Asia. Operating income increased 13% on improved efficiencies from the streamlining initiatives and completing the assimilation of Fargo.

Telecommunications Segment sales were up 5% as the acquisition of Siescor Technologies, Inc. more than offset the decline in sales of Pulse Communications, Inc., due to the slow down in the Asian markets and reduced expenditures by the Regional Bell Operating Companies (RBOC's) during the last four months of 1998. New product development programs were continued at planned expenditure rates which when combined with lower sales of existing products resulted in a 24% decline in operating profits.

Other Industry Segment sales were down 1% as spending programs within the domestic steel industry were reduced in the last months of the year combined with lower worldwide demand for test and measurement equipment. Operating income increased more than 20% on improved efficiencies from the streamlining and reorganization initiatives which were completed in the first part of 1998.

Sales through the Company's international units declined by 3% reflecting the weakened economies in Asia and Canada. Profitability was affected by unfavorable translation rates due to the strengthening of the U.S. dollar against foreign currencies and combined with the lower sales volume resulted in operating income declining by 10%. Export sales from United States operations were down 16% from 1997 reflecting the weak economic conditions in Asia and South America combined with the impact of a strong U.S. dollar. Total sales into the international market were 11% in 1998 and 14% in 1997 and 1996. The Canadian market represents approximately 60% of total international sales followed by Latin America, Europe and Asia. The Company's sales to countries in Europe which are adopting the Euro as their common currency are not significant and, therefore, the impact of any changes in currency related software programs is deemed to be immaterial.

Investment income declined as investable funds were used by the Company to fund the stock repurchase program and additions to property, plant and equipment. The increase in interest expense reflects the higher level of commercial paper outstanding during the year. The effective tax rate was 26.5% in 1998 versus 27.7% in 1997. The decrease in tax rate reflects a reduction in state and other taxes.

#### LIQUIDITY AND CAPITAL RESOURCES

Management views liquidity on the basis of the Company's ability to meet operational needs, fund additional investments, including acquisitions, and make dividend payments to shareholders. At December 31, 1999, the Company's financial condition remained strong with working capital of \$209.4 million and a current ratio of 1.6 to 1. Total borrowings at December 31, 1999, were \$226.7 million, 26% of shareholders' equity. Compared to December 31, 1998, the debt to equity ratio increased 1 percentage point from 25% primarily as a result of a higher investment in working capital.

Operating cash flow improved steadily throughout the year. Despite lower earnings, successful inventory reduction programs and a major second half improvement in receivables management allowed the Company to record strong full-year operating cash flow. Overall, receivables grew at a rate in excess of the growth in sales due to longer collection periods for commodity products sold in the Electrical Segment resulting from a highly competitive business environment. The decrease in current liabilities is primarily due to a reduction of accrued income taxes payable, accrued employee benefits and other accrued liabilities. Other accrued liabilities declined mainly due to favorable experience with respect to product liability claims. The decline in Other Non-Current Liabilities is primarily due to spending against the 1997 streamlining plan and a pension curtailment and settlement. Deferred Income Taxes increased due to restructuring spending and the pension curtailment and settlement.

Cash flow from investing activities reflects the completion of two acquisitions and one divestiture during the year. In the first quarter, Chardon Electrical Components of Greenville, TN was acquired in the Power Segment. Chardon is a manufacturer of high voltage cable accessory products and technology for use in the electric utility market. In the third quarter, the company completed the purchase of Haefely Test AG, a high voltage test and instrumentation business acquired from Trench Switzerland AG. As a significant part of the Other Industry Segment, Haefely produces high voltage test and measurement and a full line of electromagnetic test equipment used in compliance testing of telecommunications and Local Area Network (LAN) systems. Also in the third quarter, the Company completed the sale of The Kerite Company, a manufacturer of power cable previously included in the Power Segment. Cash proceeds in 1999 from this sale amounted to \$37.4 million, which together with \$1.0 million received in 2000, comprise the total sales price of \$38.4 million. During 1998 the Company acquired three lighting businesses which augmented the existing lighting products portfolio. Devine Lighting of Kansas City, MO, Sterner Lighting based in Eden Prairie, MN and Chalmit Lighting based in Glasgow, Scotland. To broaden the Company's telecommunication product lines, Siescor Technologies, Inc. based in Tulsa, OK was acquired. In addition, two minor product lines were acquired in the first quarter of the year. All of the businesses were acquired for cash of \$38.3 million and \$78.4 million in 1999 and 1998, respectively. The purchase prices of these businesses were immaterial to the Company's financial position at December 31, 1999 and 1998.

The lower level of expenditures for property, plant and equipment reflects completion of the majority of the plant expansion undertaken in connection with the 1997 streamlining plan. While no significant commitments have been made at December 31, 1999, the Company anticipates that capital expenditures will approximate \$65.0 million annually during the next three years. This level of expenditures reflects the historical capital investment pattern plus the normal capital requirements of acquired businesses.

Financing activities in 1999 reflect the thirty-ninth consecutive annual increase in the dividend rate and the repurchase of \$57.4 million of the Company's Class A and Class B common stock under the 1997 stock repurchase program. Implementation of the program through open market purchases and privately negotiated transactions began in mid-December, 1997. The \$300 million program, of which \$148.8 million has been completed through December 31, 1999, is expected to be completed by the end of 2000.

The Company believes that currently available cash, available borrowing facilities, and its ability to increase its credit lines if needed, combined with internally generated funds should be more than sufficient to fund capital expenditures, share repurchases as well as any increase in working capital that would be required to accommodate a higher level of business activity. The Company actively seeks to expand by acquisition as well as through the growth of its present businesses. While a significant acquisition may require additional borrowings, the Company believes it would be able to obtain financing based on its favorable historical earnings performance and strong financial position.

In early February 2000, the Company announced an agreement to sell its WavePacer Digital Subscriber Line (DSL) assets to ECI Telecom Ltd. of Petah Tikva, Israel. Completion of the transaction is subject to closing conditions, including regulatory clearances. The transaction is expected to close by March 31, 2000. The Company will continue to manufacture the core products of Pulse Communications. The transaction, upon closing, is expected to add significantly to the financial resources and cash flow of the Company.

#### Special Charge

In 1997 the Company recorded a special charge of \$52.0 million (\$32.2 million after-tax or \$.47 per share), comprised of \$32.4 million of accrued consolidation and streamlining costs, \$9.5 million of facility asset impairments, a \$7.4 million goodwill asset impairment, and other current employee and product line exit costs of \$2.7 million. The \$7.4 million asset impairment write-down relates to the Other Industry Segment and consists of a partial goodwill write-down determined in accordance with the Company's accounting policy under SFAS 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of."

The Company's consolidation and streamlining initiatives (the "Plan") were undertaken to optimize the organization and cost structure primarily within the Electrical and Power Segments. As part of the Plan, the Company has expanded its manufacturing facilities by 335,000 square feet in Mexico, added an additional 63,000 square feet to its Canadian facility and constructed a 270,000 square foot warehouse and distribution facility for its power products business. Combined with the consolidation of other manufacturing and office facilities, these programs will result in the relocation of approximately 2,000 jobs and closure of 5 facilities. The table set forth below lists each of the five manufacturing facilities and two buildings within the Electrical and Power Segments covered by the Plan:



## Facilities and Buildings Covered by the Plan

Location -----	Type -----	Closing Date -----
Clanton, AL	Building	Closure in First Quarter 2000
Madison, OH	Facility	Closed - Third Quarter 1998
Ontario, Canada	Building	Closed - Second Quarter 1998
Poughkeepsie, NY	Facility	Closure in stages commencing late 1999; complete in 2000
St. Louis, MO	Facility	Closure in stages commencing late 2000; complete in first half 2001
South Bend, IN	Facility	Closure in stages commencing late 2000; complete in first half 2001
Stonington, CT	Facility	Closed - First Quarter 1998

After an approximate three to four year implementation period, the annual savings and cost avoidance of the entire Plan should be as much as \$25.0 million. As shown in the table below, the Company has expended \$5.4 million in 1999, \$6.8 million in 1998 and \$7 million in 1997.

The components of the initial reserve at December 31, 1997, amounts utilized in 1997 - 1999, and the accrued consolidation and streamlining reserve balances remaining at December 31, 1999 were (in millions):

	Employee Benefits -----	Asset Disposals -----	Exit Costs -----	Accrued Charge -----
1997 Streamlining Charge	\$15.6	\$10.7	\$6.1	\$32.4
Amounts Utilized in 1997	(.6)	-	(.1)	(.7)
Amounts Utilized in 1998	(3.8)	(2.4)	(0.6)	(6.8)
Amounts Utilized in 1999	(1.8)	(0.8)	(2.8)	(5.4)
	-----	-----	-----	-----
Remaining Reserve	\$ 9.4 =====	\$ 7.5 =====	\$2.6 =====	\$19.5 =====

Several major product line moves are scheduled to be completed during 2000 as well as a plant closure. These actions are consistent with the timing established in the Plan. However, as indicated in the Company's third quarter report on Form 10Q, the Company was having significant difficulties in the execution of certain of the action programs related to product moves contained in the Plan. These difficulties resulted in lower second half 1999 earnings as well as a number of management changes. The Company has increased resources on these programs in an effort to complete product moves in process. In light of the current difficulties and changes in management, the Company is undertaking a review of the remaining programs to evaluate the remaining product moves, with resolution expected in the first half of 2000.

## Market Risks

In the operation of its business, the Company has market risk exposures to foreign currency exchange rates, raw material prices and interest rates. Each of these risks and the Company's strategies to manage the exposure is discussed below.

The Company manufactures its products in the United States, Canada, Mexico, Switzerland and the United Kingdom and sells products in those markets as well as through sales offices in the Peoples Republic of China, Southeast Asia and the Middle East. International sales were 12% of the Company's sales in 1999 and 11% in 1998. The Canadian market represents 55%, Mexico 19%, Switzerland 13%, United Kingdom 10% and all other areas 3% of the total international sales. As such, the Company's operating results could be affected by changes in foreign currency exchange rates or weak economic conditions in the foreign markets in which the Company distributes its products. To manage this exposure, the Company closely monitors the working capital requirements of its international units and to the extent possible will maintain their monetary assets in U.S. dollar instruments. The Company views this exposure as not being material to its operating results and, therefore, does not actively hedge its foreign currency risk.

Raw materials used in the manufacture of the Company's products include steel, brass, copper, aluminum, bronze, plastics, phenolics, bone fiber, elastomers and petrochemicals as well as purchased electrical and electronic components. The Company's financial results could be affected by the availability and changes in prices of materials. The Company closely monitors its inventory requirements and utilizes multiple suppliers. The Company is not materially dependent upon any single material or supplier and does not actively hedge or use derivative instruments in the management of its inventories.

The financial results of the Company are subject to risk from interest rate fluctuations to the extent that there is a difference between the amount of the Company's interest-earning assets and the amount of interest-bearing liabilities. The principal objective of the Company's investment management activities is to maximize net investment income while maintaining acceptable levels of interest rate and liquidity risk and facilitating the funding needs of the Company. As part of its investment management, the Company may use derivative financial products such as interest rate hedges and interest rate swaps. During the two years ended December 31, 1999 there were no material derivative positions.

The following table presents information related to interest risk sensitive instruments by maturity at December 31, 1999 (dollars in millions):

Assets - - - - -	2000	2001	2002	2003	2004	Thereafter	Total	Fair Value 12/31/99
Available-for-sale Investments	\$ 2.2	\$ 2.3	\$ 3.4	\$ 4.2	\$ 1.1	\$ ---	\$ 13.2	\$ 13.2
Avg. Interest Rate	4.5%	4.4%	4.8%	4.9%	5.3%	---	---	---
Held-to-maturity Investments	\$2.1	\$ 0.6	\$7.9	\$ 2.9	\$ 8.2	\$171.7	\$193.4	\$186.2
Avg. Interest Rate	5.3%	5.9%	6.7%	5.9%	7.1%	6.3%	---	---
Liabilities - - - - -								
Commercial Paper & Short-Term Borrowings	\$(127.1)	---	---	---	---	---	\$(127.1)	\$(127.1)
Avg. Interest Rate	6.4%	---	---	---	---	---	---	---
Long-Term Debt	---	---	---	---	---	\$ (99.6)	\$ (99.6)	\$ (96.9)
Avg. Interest Rate	---	---	---	---	---	6.7%	---	---

As described in its Accounting Policies, the Company may use derivative financial instruments only if they are matched with a specific asset or liability. The Company does not speculate or use leverage when trading a financial derivative product. There were no material derivative transactions during 1999.

## Inflation

In times of inflationary cost increases, the Company has historically been able to maintain its profitability by improvements in operating methods and cost recovery through price increases. In large measure, the reported operating results have absorbed the effects of inflation since the Company's predominant use of the LIFO method of inventory accounting generally has the effect of charging operating results with costs (except for depreciation) that reflect current price levels.

## Impact of the Year 2000 Issue

The Year 2000 Issue is the result of computer programs being written using two digits rather than four to define the applicable year. Any of the Company's computer programs that have date-sensitive software may recognize a date using "00" as the Year 1900 rather than the Year 2000. This could result in a system failure or miscalculations causing disruptions of operations, including, among other things, a temporary inability to process transactions, send invoices, or engage in similar normal business activities.

During 1995, the Company established a task force which assessed the impact the Year 2000 could have on the Company's operations and its relationship with customers and vendors. The assessment resulted in development of appropriate corrective action plans which addressed the following areas:

- - Internal business support systems (operations, engineering, accounting, etc.)
- - Equipment and controls used in the factory and offices (presses, injection molders, photocopiers, telephone systems, etc.)
- - Products sold that include electronic components
- - Third party suppliers for materials and supplies
- - Key service providers (banks, transportation companies, gas and electric utilities, communication networks, etc.)
- - Customers' ability to place orders electronically with the Company

The corrective action plan for the Company's business support systems included (a) identification of software and data processing equipment that was not Year 2000 ready, (b) the necessary modification, upgrade or replacement, (c) testing and (d) establishing a timetable with estimated cost. The identification phase was completed in 1996 and corrective activity was completed in the third quarter 1999.

The Company believes its efforts to address the Year 2000 Issue were successful and there have been no problems associated with this risk. In total, approximately \$20 million was spent from 1995-1999 in connection with this initiative. Despite these results, there can be no assurance that the Company's customers' and suppliers' Year 2000 compliance efforts were successfully completed. However, the Company has not experienced significant problems in this regard.

## Forward-Looking Statements

Certain statements made in the discussion and analysis of Results of Operations, Liquidity and Capital Resources and Special Charge, and elsewhere in this report, are forward-looking. In particular, the projected levels of capital expenditures, project expenses and anticipated savings relating to the consolidation, streamlining and reorganization programs and expected impact of the announced sale of the WavePacer(R) Digital Subscriber Line (DSL) assets are forward-looking and are based on the Company's reasonable current expectations. Also, certain statements under the caption "Impact of the Year 2000 Issues" are forward-looking. These statements may be identified by the use of forward-looking words or phrases, such as "believe", "expect", "anticipate", "should", "plan", "estimated",

"potential", "target", "goals", and "scheduled", among others. In connection with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, the Company is hereby identifying important factors that could cause actual results to differ materially from those contained in the specified statements.

The Company is currently implementing a program of consolidation, streamlining and reorganization, primarily within its Power and Electrical Segments. The risks and uncertainties that may affect the level of capital expenditures, expenses and anticipated savings for this program include but are not limited to: (1) timely delivery and installation of manufacturing equipment; (2) training and hiring of new employees and retraining of existing employees for different processes; (3) start-up of manufacturing and distribution processes in a cost-effective and high quality manner without disruption; (4) maintaining customer service levels during the transition; and (5) absence of labor disputes during implementation of the program.

The Company has announced the signing of a contract to sell the assets of its WavePacer Digital Subscriber Line (DSL) business, part of Pulse Communications, Inc. Although the Company expects to close in 60 days or less, there is no guarantee this transaction will close.

Item 8. Financial Statements and Supplementary Data

#### REPORT OF INDEPENDENT ACCOUNTANTS

To the Board of Directors and Shareholders of Hubbell Incorporated

In our opinion, the consolidated balance sheets and the related consolidated statements of income, cash flows and changes in shareholders' equity listed in the index on page 52 present fairly, in all material respects, the financial position of Hubbell Incorporated and its subsidiaries (the "Company") at December 31, 1999 and 1998, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1999, in conformity with accounting principles generally accepted in the United States. These financial statements are the responsibility of the Company's management; our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with auditing standards generally accepted in the United States, which require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for the opinion expressed above.

PricewaterhouseCoopers LLP  
Stamford, Connecticut  
January 19, 2000

Hubbell Incorporated and Subsidiaries  
CONSOLIDATED STATEMENT OF INCOME  
(Dollars in millions, except per share amounts)

Years Ended December 31, -----	1999 -----	1998 -----	1997 -----
NET SALES	\$ 1,451.8	\$ 1,424.6	\$ 1,378.8
Cost of goods sold	1,042.8	986.4	948.4
	-----	-----	-----
GROSS PROFIT	409.0	438.2	430.4
Selling & administrative expenses	223.4	212.1	206.8
Special charge	-	-	52.0
Gain on sale of business	(8.8)	-	-
	-----	-----	-----
OPERATING INCOME	194.4	226.1	171.6
	-----	-----	-----
OTHER INCOME (EXPENSE):			
Investment income	13.4	16.7	18.3
Interest expense	(15.9)	(9.9)	(7.3)
Other income (expense), net	5.1	(2.4)	(2.5)
	-----	-----	-----
TOTAL OTHER INCOME, NET	2.6	4.4	8.5
	-----	-----	-----
INCOME BEFORE INCOME TAXES	197.0	230.5	180.1
Provision for income taxes	51.2	61.1	49.8
	-----	-----	-----
NET INCOME	\$ 145.8	\$ 169.4	\$ 130.3
	=====	=====	=====
EARNINGS PER SHARE:			
Basic	\$ 2.24	\$ 2.56	\$ 1.94
Diluted	\$ 2.21	\$ 2.50	\$ 1.89

See notes to consolidated financial statements.

Hubbell Incorporated and Subsidiaries  
CONSOLIDATED STATEMENT OF CASH FLOWS  
(Dollars in millions)

Years Ended December 31, -----	1999 ----	1998 ----	1997 ----
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	\$145.8	\$169.4	\$130.3
Adjustments to reconcile net income to net cash provided by operating activities:			
Gain on sale of business	(8.8)	---	---
Depreciation and amortization	52.8	48.1	43.2
Deferred income taxes	8.5	5.2	(11.5)
Special charge	---	---	52.0
Expenditures for streamlining, consolidation and restructuring	(5.4)	(6.8)	(9.5)
Changes in assets and liabilities, net of the effects of business acquisitions:			
(Increase) Decrease in accounts receivable	(15.6)	(.2)	(13.5)
(Increase) Decrease in inventories	25.0	(2.2)	(27.2)
(Increase) Decrease in other current assets	2.7	10.4	(14.2)
Increase (Decrease) in current liabilities	(23.4)	(34.4)	(3.5)
(Increase) Decrease in other, net	(5.6)	.9	2.5
Net cash provided by operating activities	176.0	190.4	148.6
	-----	-----	-----
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of non-current investments	(37.4)	(36.0)	(54.6)
Receipt of principal, maturity and sale of non-current investments	27.9	44.2	19.2
Sale of business	37.4	---	---
Acquisition of businesses, net of cash acquired	(38.3)	(78.4)	(21.1)
Additions to property, plant and equipment	(53.7)	(86.1)	(60.6)
Other, net	(2.1)	(40.6)	14.8
Net cash used in investing activities	(66.2)	(196.9)	(102.3)
	-----	-----	-----
CASH FLOWS FROM FINANCING ACTIVITIES			
Short-term borrowing (repayment)	13.8	113.0	(18.4)
Payment of dividends	(82.2)	(79.7)	(73.7)
Acquisition of treasury shares	(57.4)	(82.8)	(21.8)
Exercise of stock options	9.9	10.9	8.4
Net cash used in financing activities	(115.9)	(38.6)	(105.5)
	-----	-----	-----
INCREASE (DECREASE) IN CASH AND TEMPORARY CASH INVESTMENTS	(6.1)	(45.1)	(59.2)
CASH AND TEMPORARY CASH INVESTMENTS			
Beginning of period	30.1	75.2	134.4
End of period	\$ 24.0	\$ 30.1	\$ 75.2
	=====	=====	=====

See notes to consolidated financial statements.

Hubbell Incorporated and Subsidiaries  
CONSOLIDATED BALANCE SHEET  
At December 31, (Dollars in millions)

ASSETS -----	1999 -----	1998 -----
CURRENT ASSETS		
Cash and temporary cash investments	\$ 24.0	\$ 30.1
Accounts receivable less allowances of \$4.1 in 1999 and \$5.7 in 1998	218.7	200.2
Inventories	278.5	300.9
Prepaid taxes	24.3	24.0
Other	7.3	9.6
	-----	-----
Total current assets	552.8	564.8
	-----	-----
PROPERTY, PLANT, AND EQUIPMENT, AT COST		
Land	17.2	15.3
Buildings	157.4	125.6
Machinery and equipment	431.3	454.1
	-----	-----
	605.9	595.0
Less-accumulated depreciation	297.0	284.9
	-----	-----
Net property plant and equipment	308.9	310.1
	-----	-----
OTHER ASSETS		
Investments	206.7	197.3
Purchase price in excess of net assets of companies acquired, less accumulated amortization of \$37.2 in 1999 and \$30.4 in 1998	241.3	232.6
Property held as investment	10.5	12.0
Other	79.0	73.6
	-----	-----
Total other assets	537.5	515.5
	-----	-----
	\$1,399.2	\$1,390.4
	=====	=====

See notes to consolidated financial statements.

Hubbell Incorporated and Subsidiaries  
CONSOLIDATED BALANCE SHEET  
At December 31, (Dollars in millions)

LIABILITIES AND SHAREHOLDERS' EQUITY	1999	1998
-----	----	----
<b>CURRENT LIABILITIES</b>		
Commercial paper and other borrowings	\$ 127.1	\$ 113.3
Accounts payable	75.9	69.8
Accrued salaries, wages and employee benefits	22.6	26.6
Accrued income taxes	24.6	31.1
Dividends payable	20.8	20.4
Accrued consolidation and streamlining charge	10.0	10.0
Other accrued liabilities	62.4	73.8
-----	-----	-----
Total current liabilities	343.4	345.0
-----	-----	-----
<b>LONG-TERM DEBT</b>	99.6	99.6
-----	-----	-----
<b>OTHER NON-CURRENT LIABILITIES</b>	90.5	104.1
-----	-----	-----
<b>DEFERRED INCOME TAXES</b>	9.9	1.1
-----	-----	-----
<b>COMMON SHAREHOLDERS' EQUITY</b>		
Common Stock, par value \$.01		
Class A - authorized 50,000,000 shares, outstanding		
10,274,567 and 10,781,483 shares	.1	.1
Class B - authorized 150,000,000 shares, outstanding		
53,977,630 and 54,813,287 shares	.5	.5
Additional paid-in capital	349.7	397.8
Retained earnings	519.1	455.7
Cumulative translation adjustments	(13.6)	(13.6)
Unrealized gain (loss) on investments	---	.1
-----	-----	-----
Total common shareholders' equity	855.8	840.6
-----	-----	-----
	\$1,399.2	\$1,390.4
	=====	=====

See notes to consolidated financial statements.



Hubbell Incorporated and Subsidiaries  
CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY  
(Dollars in millions, except per share amounts)

For the three years ended December 31, 1999	Class A Common Stock	Class B Common Stock	Additional Paid-In Capital	Retained Earnings
-----	-----	-----	-----	-----
BALANCE AT DECEMBER 31, 1996	\$ .1	\$ .5	\$ 438.3	\$ 312.5
Net income				130.3
Translation adjustments				
Unrealized (loss) on investments				
Comprehensive Income				
Exercise of stock options			5.8	
Acquisition of treasury shares			(21.8)	
Shares issued for Fargo acquisition		.1	50.4	
Cash dividends declared (\$1.13 per share)				(75.9)
-----	-----	-----	-----	-----
BALANCE AT DECEMBER 31, 1997	\$ .1	\$ .6	\$ 472.7	\$ 366.9
Net income				169.4
Translation adjustments				
Unrealized gain on investments				
Comprehensive Income				
Exercise of stock options			7.9	
Acquisition of treasury shares		(.1)	(82.8)	
Cash dividends declared (\$1.22 per share)				(80.6)
-----	-----	-----	-----	-----
BALANCE AT DECEMBER 31, 1998	\$ .1	\$ .5	\$ 397.8	\$ 455.7
Net income	=====	=====	=====	=====
Translation adjustments				145.8
Unrealized (loss) on investments				
Comprehensive Income				
Exercise of stock options			9.3	
Acquisition of treasury shares			(57.4)	
Cash dividends declared (\$1.27 per share)				(82.4)
-----	-----	-----	-----	-----
BALANCE AT DECEMBER 31, 1999	\$ .1	\$ .5	\$349.7	\$ 519.1
=====	=====	=====	=====	=====

For the three years ended December 31, 1999	Cumulative Translation Adjustments	Unrealized Gain (Loss) on Investments	Comprehensive Income
-----	-----	-----	-----
BALANCE AT DECEMBER 31, 1996	\$ (8.5)	\$ .2	
Net income			\$ 130.3
Translation adjustments	(1.6)		(1.6)
Unrealized (loss) on investments		(.1)	(.1)
Comprehensive Income			-----
			\$ 128.6
			=====
Exercise of stock options			
Acquisition of treasury shares			
Shares issued for Fargo acquisition			
Cash dividends declared (\$1.13 per share)			
-----	-----	-----	-----
BALANCE AT DECEMBER 31, 1997	\$(10.1)	\$ .1	
Net income			\$ 169.4
Translation adjustments	(3.5)		(3.5)
Unrealized gain on investments			--
Comprehensive Income			-----
			\$ 165.9
			=====
Exercise of stock options			
Acquisition of treasury shares			
Cash dividends declared (\$1.22 per share)			
-----	-----	-----	-----
BALANCE AT DECEMBER 31, 1998	\$(13.6)	\$ .1	
Net income	=====	=====	\$ 145.8
Translation adjustments			--
Unrealized (loss) on investments		(.1)	(.1)
Comprehensive Income			-----
			\$ 145.7
			=====
Exercise of stock options			
Acquisition of treasury shares			
Cash dividends declared (\$1.27 per share)			

BALANCE AT DECEMBER 31, 1999	----- \$(13.6) =====	----- \$ -- =====	-----
------------------------------	----------------------------	-------------------------	-------

See notes to consolidated financial statements

Hubbell Incorporated and Subsidiaries  
STATEMENT OF ACCOUNTING POLICIES

#### Principles of Consolidation

The consolidated financial statements include all subsidiaries; all significant intercompany balances and transactions have been eliminated. Investments in joint ventures are accounted for by using the equity method. Certain reclassifications, which were not significant, have been made in prior period financial statements to conform to the 1999 presentation.

#### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and disclosures, if any, of contingent assets and liabilities at the date of the financial statements. Similarly, estimates and assumptions are required for the reporting of revenues and expenses. Actual results could differ from the estimates that were used.

#### Foreign Currency Translation

The assets and liabilities of international subsidiaries are translated to U.S. dollars at exchange rates in effect at the end of the year, and income and expense items are translated at average rates of exchange in effect during the year. The effects of exchange rate fluctuations on the translated amounts of foreign currency assets and liabilities is included as translation adjustments in shareholders' equity. Gains and losses from foreign currency transactions are included in income of the period.

#### Cash and Temporary Cash Investments

Temporary cash investments consist of liquid investments with maturities of three months or less when purchased. The carrying value of cash and temporary cash investments approximates fair value because of their short maturities.

#### Investments

Investments in debt and equity securities are classified by individual security into one of three separate categories: trading, available-for-sale or held-to-maturity. Trading investments are bought and held principally for the purpose of selling them in the near term and are carried at fair market value. Adjustments to the carrying value of trading investments are included in current earnings. Available-for-sale investments are intended to be held for an indefinite period but may be sold in response to events reasonably expected in the future. These investments are carried at fair value with adjustments recorded in shareholders' equity net of tax. Investments which the Company has the positive intent and ability to hold to maturity are classified as held-to-maturity and carried at amortized cost.

#### Inventories

Inventories are stated at the lower of cost or market. The cost of substantially all domestic inventories, 76% of total inventory value, is determined on the basis of the last-in, first-out (LIFO) method of inventory accounting. The cost of foreign inventories and certain domestic inventories is determined on the basis of the first-in, first-out (FIFO) method of inventory accounting.

#### Property, Plant, and Equipment

Property, plant, and equipment placed in service prior to January 1, 1999 are depreciated over their estimated useful lives, principally using accelerated methods. Assets placed in service subsequent to January 1, 1999 are depreciated using straight-line methods. The change to the straight-line method for assets acquired in 1999 did not have a material impact on the Company's financial position, or results of operations.

#### Capitalized Software

In 1999, the Company was first required to apply Statement of Financial Accounting Standard ("SFAS") 86, "Accounting for the Costs of Computer Software to Be Sold, Leased, or Otherwise Marketed". SFAS 86 requires capitalization of certain costs incurred in the development of software other than internal-use software. Adoption of this statement resulted in the net capitalization of \$3.9 million of Research and Development costs for the year in the Telecommunications Segment which would have been otherwise expensed. Capitalized Software, net of amortization, is reported in Other Assets in the Consolidated Balance Sheet.

#### Purchase Price in Excess of Net Assets of Companies Acquired

The cost of companies acquired in excess of the amount assigned to net assets is being amortized on a straight-line basis over a 10 to 40 year period.

#### Impairment of Long-Lived Assets

Long-lived assets, including goodwill, are evaluated for financial impairment when events or changes in circumstances indicate that the carrying amount of such assets may not be fully recoverable. Recoverability is evaluated by measuring the carrying amount of the assets against the estimated undiscounted cash flow associated with them. Long-lived assets to be disposed of are valued at the lower of their carrying amount or fair value less cost to sell.

#### Deferred Income Taxes

Deferred income taxes are recognized for the tax consequence of differences between the financial statement carrying amounts and tax bases of assets and liabilities by applying the currently enacted statutory tax rates. The effect of a change in statutory tax rates is recognized in income in the period that includes the enactment date. Federal income taxes have not been provided on the undistributed earnings of the Company's international subsidiaries as the Company has reinvested all of these earnings indefinitely.

#### Retirement Benefits

The Company's policy is to fund pension costs within the ranges prescribed by applicable regulations. In addition to providing pension benefits, in some circumstances the Company provides health care and life insurance benefits for retired employees. The Company's policy is to fund these benefits through insurance premiums or as actual expenditures are made.

## Earnings Per Share

Earnings per share is based on reported net income and the weighted average number of shares of common stock outstanding (basic) and the total of common stock outstanding and common stock equivalents (diluted).

## Stock-Based Compensation

SFAS 123 - "Accounting for Stock-Based Compensation" permits, but does not require, a fair value based method of accounting for employee stock option and performance plans which results in compensation expense being recognized in the results of operations when awards are granted. The Company continues to use the current intrinsic value based method of accounting for such plans where compensation expense is measured as the excess, if any, of the quoted market price of the Company's stock at the measurement date over the exercise price. However, as required by SFAS 123, the Company provides pro forma disclosure of net income and earnings per share in the notes to the consolidated financial statements as if the fair value based method of accounting has been applied.

## Comprehensive Income

As shown in the Statement of Changes in Shareholders' Equity, comprehensive income is a measure of net income and all other changes in equity of the Company that result from recognized transactions and other events of the period other than transactions with shareholders. The other changes in equity are comprised of the change in Cumulative Translation Adjustments for foreign currency items and Unrealized Gain (Loss) on investments held for sale.

## Derivatives

The Company, to limit financial risk in the management of its assets, liabilities and debt may use derivative financial products such as: foreign currency hedges, commodity hedges, interest rate hedges and interest rate swaps. All derivative financial instruments must be matched with an existing Company asset or liability. Market value gains or losses on the derivative financial instrument are recognized in income when the effects of the related price changes of the related asset or liability are recognized in income or at the time the derivative instrument is closed. The Company does not speculate or use leverage when trading a financial derivative product. There were no material derivative transactions, individually or in total, for the three years ended December 31, 1999. The impact of SFAS 133 - "Accounting for Derivative Instruments and Hedging Activity" effective 2001 will change the current practices of the Company, but will not have a significant impact on the Company's financial condition, or results of operations.

Hubbell Incorporated and Subsidiaries

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

## Special Charge

In 1997 the Company recorded a special charge of \$52.0 million (\$32.2 million after-tax or \$.47 per share), comprised of \$32.4 million of accrued consolidation and streamlining costs, \$9.5 million of facility asset impairments, a \$7.4 million goodwill asset impairment, and other current employee and product line exit costs of \$2.7 million. The \$7.4 million asset impairment write-down relates to the Other Industry Segment and consists of a partial goodwill write-down determined in accordance with the Company's accounting policy under SFAS 121.

The Company's consolidation and streamlining initiatives (the "Plan") were undertaken to optimize the organization and cost structure primarily within the Electrical and Power Segments. The Plan will result in the relocation of approximately 2,000 jobs and closure of 5 facilities. The table set forth below lists each of the five manufacturing facilities and two buildings within the Electrical and Power Segments covered by the Plan:

#### FACILITIES AND BUILDINGS COVERED BY THE PLAN

Location -----	Type ----	Closing Date -----
Clanton, AL	Building	Closure in First Quarter 2000
Madison, OH	Facility	Closed - Third Quarter 1998
Ontario, Canada	Building	Closed - Second Quarter 1998
Poughkeepsie, NY	Facility	Closure in stages commencing late 1999; complete in 2000
St. Louis, MO	Facility	Closure in stages commencing late 2000; complete in first half 2001
South Bend, IN	Facility	Closure in stages commencing late 2000; complete in first half 2001
Stonington, CT	Facility	Closed - First Quarter 1998

The Company measured and provided for impairment on the property, plant and equipment subject to the Plan in accordance with statement of SFAS 121. Accordingly, these assets were reduced to the lower of carrying value or fair value less cost to sell or abandon. Fair value for properties was estimated based upon sales of similar properties in similar locations. Selling costs included commissions, legal fees and closing costs. As shown in the table below, the Company has expended \$5.4 million in 1999, \$6.8 million in 1998 and \$7.7 million in 1997.

The components of the initial reserve at December 31, 1997, amounts utilized in 1997-1999, and the accrued consolidation and streaming reserve balances remaining at December 31, 1999 were (in millions):

	Employee Benefits -----	Asset Disposals -----	Exit Costs -----	Accrued Charge -----
1997 Streamlining Charge	\$15.6	\$10.7	\$ 6.1	\$32.4
Amounts Utilized in 1997	(.6)	-	(.1)	(.7)
Amounts Utilized in 1998	(3.8)	(2.4)	(.6)	(6.8)
Amounts Utilized in 1999	(1.8)	(.8)	(2.8)	(5.4)
	-----	-----	-----	-----
Remaining Reserve	\$ 9.4 =====	\$ 7.5 =====	\$ 2.6 =====	\$19.5 =====

#### Acquisitions

The Company's sales and profits were modestly impacted in 1999 by acquisitions. In the first quarter, Chardon Electrical Components of Greenville, TN was acquired in the Power Segment. Chardon is a manufacturer of high voltage cable accessory products and technology for use in the electric utility market. In the third quarter, the company completed the purchase of Haefely Test AG, a high voltage test and instrumentation business from Trench Switzerland AG. As a significant part of the Other Industry Segment, Haefely produces high voltage test and measurement and a full line of electromagnetic test equipment used in compliance testing of telecommunications and Local Area Network (LAN) systems. With complementary high voltage product lines from Hubbell's Hipotronics

business, Haefely broadens the company's participation in the European and Asian sectors of this global market.

During 1998 the Company acquired three lighting businesses which augmented the existing lighting products portfolio. In the first quarter, Devine Lighting of Kansas City, MO which specializes in design-oriented architectural outdoor lighting fixtures was purchased. In the late fourth quarter, Sterner Lighting based in Eden Prairie, MN which designs and manufactures specification grade outdoor lighting fixtures and custom lighting products as well as indoor sports and arena lighting and Chalmit Lighting based in Glasgow, Scotland which manufactures lighting fixtures for hazardous and corrosive locations were acquired. To broaden the Company's telecommunication product lines, Siescor Technologies, Inc. based in Tulsa, OK was acquired. Siescor designs and manufactures digital loop carrier systems used to connect subscribers to central office telephone switches for voice and data communications over copper, fiber and digital microwave networks. In addition, two minor product lines were acquired in the first quarter of the year. All of the businesses were acquired for cash of \$78.4 million and the transactions were recorded under the purchase method of accounting.

On February 14, 1997, Hubbell acquired Fargo Manufacturing Company, Inc. ("Fargo") based in Poughkeepsie, New York. Fargo manufactures distribution and transmission line products primarily for the electric utility market. Each share of Fargo common stock was converted into a right to receive shares or fractions thereof of Hubbell's Class B Common Stock and accordingly 1,170,572 shares of Class B Common Stock were issued. The acquisition of Fargo has been recorded under the purchase method of accounting with a cost of \$43.1 million net of cash acquired. Additionally, three product lines and associated assets were acquired during 1997 for \$21.1 million in cash.

The costs of the acquired businesses have been allocated to assets acquired and liabilities assumed based on fair values with the residual amount assigned to goodwill, which is being amortized over ten to forty years. The businesses have been included in the financial statements as of their respective acquisition dates and represented approximately 1% of 1999, 3% of 1998 and 2% of 1997 net sales with no material effect on the Company's reported earnings.

In connection with the above acquisitions, liabilities were assumed as follows (in millions):

	1999	1998	1997
	----	----	----
Fair value of assets acquired including goodwill	\$ 47.3	\$ 95.1	\$ 73.6
Issuance of Class B Common Stock	-	-	(43.1)
Cash paid for businesses, net of cash acquired	(38.3)	(78.4)	(21.1)
	-----	-----	-----
Liabilities assumed	\$ 9.0	\$ 16.7	\$ 9.4
	=====	=====	=====

#### Dispositions

In September, the Company completed the sale of The Kerite Company, a wholly-owned subsidiary reported in the Power Segment. Kerite, which manufactures high-performance, insulated power cable, was sold to The Marmon Corporation for a cash purchase price of \$38.4 million. The sale produced a net gain of \$8.8 million which is included in Operating income in the Consolidated Statement of Income.

## INVESTMENTS

Investments consist primarily of mortgage-backed securities, asset-backed securities, corporate bonds, U.S. Treasury Notes, and common stocks. Investments which are available-for-sale are stated at market values based on current quotes while investments which are being held-to-maturity are stated at amortized cost. There were no securities during 1999 and 1998 that were classified as trading investments. Certain portfolio securities that are affected by changes in interest rates may be hedged with futures contracts for U.S. Treasury notes and bonds. Market value gains and losses on the futures contracts are recognized in income when the effects of the related price changes in the value of the hedged securities are recognized. At December 31, 1999 there were no open futures contracts.

The following tables set forth selected data with respect to the Company's long-term investments at December 31, (in millions):

	1999				
	Amortized Cost ----	Gross Unrealized Gains -----	Gross Unrealized Losses -----	Fair Value -----	Carrying Value -----
AVAILABLE-FOR-SALE INVESTMENTS					
Common Stocks	\$ .1	\$ ---	\$ ---	\$ .1	\$ .1
Municipal Bonds	13.2 -----	--- -----	--- -----	13.2 -----	13.2 -----
Total Available-For-Sale Investments	<u>\$ 13.3</u> =====	<u>\$ ---</u> =====	<u>\$ ---</u> =====	<u>\$ 13.3</u> =====	<u>\$ 13.3</u> =====
HELD-TO-MATURITY INVESTMENTS					
Federal National Mortgage Assoc Securities (FNMA)	\$ 78.0	\$ 1.5	\$ (5.6)	\$ 73.9	\$ 78.0
Gov't. National Mortgage Assoc Securities (GNMA)	23.5	1.4	(1.2)	23.7	23.5
Federal Home Loan Mortgage Corporation Securities (FHLMC)	29.8	---	(2.1)	27.7	29.8
U.S. Treasury Notes & Municipal, Asset-Backed and Corporate Bonds	62.1	.3	(1.5)	60.9	62.1
Total Held-To-Maturity Investments	<u>\$193.4</u> =====	<u>\$ 3.2</u> =====	<u>\$(10.4)</u> =====	<u>\$186.2</u> =====	<u>\$193.4</u> =====
1998					
	Amortized Cost ----	Gross Unrealized Gains -----	Gross Unrealized Losses -----	Fair Value -----	Carrying Value -----
AVAILABLE-FOR-SALE INVESTMENTS					
Common Stocks	\$ .1	\$ ---	\$ ---	\$ .1	\$ .1
Municipal Bonds	12.7 -----	.1 -----	(.1) -----	12.7 -----	12.7 -----
Total Available-For-Sale Investments	<u>\$ 12.8</u> =====	<u>\$ .1</u> =====	<u>\$ (.1)</u> =====	<u>\$ 12.8</u> =====	<u>\$ 12.8</u> =====
HELD-TO-MATURITY INVESTMENTS					
Federal National Mortgage Assoc Securities (FNMA)	\$ 87.9	\$ 3.1	\$ (1.5)	\$ 89.5	\$ 87.9
Gov't. National Mortgage Assoc Securities (GNMA)	25.2	2.0	(.6)	26.6	25.2
Federal Home Loan Mortgage Corporation Securities (FHLMC)	8.8	.1	(.8)	8.1	8.8
U.S. Treasury Notes & Municipal, Asset-Backed and Corporate Bonds	62.5	.9	---	63.4	62.5
Total Held-To-Maturity Investments	<u>\$184.4</u> =====	<u>\$ 6.1</u> =====	<u>\$ (2.9)</u> =====	<u>\$187.6</u> =====	<u>\$184.4</u> =====



## INVESTMENTS CONT'D.

Contractual maturities of investments in debt securities available-for-sale and held-to-maturity at December 31, 1999 were as follows (in millions):

	FNMA -----		GNMA -----	
	Amortized Cost -----	Fair Value -----	Amortized Cost -----	Fair Value -----
AVAILABLE-FOR-SALE INVESTMENTS				
Due within 1 year	\$ ---	\$ ---	\$ ---	\$ ---
After 1 but within 5 years	---	---	---	---
	-----	-----	-----	-----
TOTAL	\$ --- =====	\$ --- =====	\$ --- =====	\$ --- =====
HELD-TO-MATURITY INVESTMENTS				
Due within 1 year	\$ ---	\$ ---	\$ ---	\$ ---
After 1 but within 5 years	---	---	1.4	1.6
After 5 but within 10 years	2.6	2.1	12.3	12.8
After 10 years	75.4	71.8	9.8	9.3
	-----	-----	-----	-----
TOTAL	\$78.0 =====	\$73.9 =====	\$23.5 =====	\$23.7 =====
U.S. Treasury Notes & Other Bonds -----				
	Amortized Cost -----	Fair Value -----	Amortized Cost -----	Fair Value -----
AVAILABLE-FOR-SALE INVESTMENTS				
Due within 1 year	\$ ---	\$ ---	\$ 2.2	\$ 2.2
After 1 but within 5 years	---	---	11.0	11.0
	-----	-----	-----	-----
TOTAL	\$ --- =====	\$ --- =====	\$ 13.2 =====	\$ 13.2 =====
HELD-TO-MATURITY INVESTMENTS				
Due within 1 year	\$ ---	\$ ---	\$ 2.1	\$ 2.4
After 1 but within 5 years	---	---	18.2	18.0
After 5 but within 10 years	---	---	41.8	40.5
After 10 years	29.8	27.7	---	---
	-----	-----	-----	-----
TOTAL	\$29.8 =====	\$27.7 =====	\$62.1 =====	\$60.9 =====

The change in net unrealized holding gain or loss on available-for-sale securities that has been included in the separate component of shareholders' equity was \$(.1) million in 1999 and immaterial in 1998. The cost basis used in computing the gain or loss on these securities was through specific identification. The proceeds from the sale of these securities were \$3.2 million in 1999 and \$4.5 million in 1998.

## Inventories

Inventories are classified as follows at December 31, (in millions):

	1999	1998
	----	----
Raw material	\$ 92.8	\$ 104.9
Work-in-process	72.3	79.6
Finished goods	158.9	162.0
	-----	-----
	324.0	346.5
Excess of current production costs over LIFO cost basis	45.5	45.6
	-----	-----
Total	\$ 278.5	\$ 300.9
	=====	=====

The financial accounting basis for the LIFO inventories of acquired companies exceeds the tax basis by approximately \$29.8 million at December 31, 1999.

## Income Taxes

The following table sets forth selected data with respect to the Company's income tax provisions for the years ended December 31, (in millions):

	1999	1998	1997
	----	----	----
Income before income taxes:			
United States	\$ 193.0	\$ 225.0	\$ 176.0
International	4.0	5.5	4.1
	-----	-----	-----
Total	\$ 197.0	\$ 230.5	\$ 180.1
	=====	=====	=====
Provisions for income taxes:			
Federal	\$ 38.5	\$ 49.3	\$ 54.1
State	3.0	4.0	6.3
International	1.2	2.6	.9
Deferred	8.5	5.2	(11.5)
	-----	-----	-----
Total	\$ 51.2	\$ 61.1	\$ 49.8
	=====	=====	=====

The principal items making up the deferred tax provisions are set forth in the following table for the years ended December 31, (in millions):

	1999	1998	1997
	----	----	----
Transactions of leasing subsidiary	\$ (1.5)	\$ (1.4)	\$ (1.3)
Special charge	---	---	(14.8)
Restructuring reserve	2.0	3.2	3.3
Depreciation	(1.6)	1.5	.7
Other, net	9.6	1.9	.6
	-----	-----	-----
Total	\$ 8.5	\$ 5.2	\$ (11.5)
	=====	=====	=====

The components of the net deferred tax (asset) liability at December 31, (in millions) were as follows:

	1999	1998
	----	----
Deferred tax assets:		
Inventory	\$ 3.9	\$ 3.8
Pensions	15.9	16.8
Postretirement and postemployment benefits	8.2	8.9
Accrued consolidation and streamlining charge	7.5	9.5
Accrued liabilities	37.4	43.6
	-----	-----
Total deferred tax asset	72.9	82.6
	-----	-----
Deferred tax liabilities:		
Property, plant, and equipment	24.8	26.4
Leasing subsidiary	12.7	14.2
LIFO inventories of acquired businesses	11.3	11.3
Miscellaneous other	9.7	7.8
	-----	-----
Total deferred tax liability	58.5	59.7
	-----	-----
Net deferred tax (asset) liability	\$ (14.4)	\$ (22.9)
	=====	=====

Deferred taxes are classified in the financial statements at December 31, 1999 as a net short-term deferred tax asset of \$24.3 million and a net long-term deferred tax liability of \$9.9 million.

At December 31, 1999, United States income taxes had not been provided on approximately \$17.7 million of undistributed international earnings. Payments of income taxes were \$46.6 million in 1999, \$60.7 million in 1998 and \$62.4 million in 1997.

The consolidated effective income tax rates varied from the United States federal statutory income tax rate for the years ended December 31, as follows:

	1999	1998	1997
	----	----	----
Federal statutory income tax rate	35.0%	35.0%	35.0%
State income taxes, net of federal benefit	1.3	1.3	2.0
Tax-exempt income	(.3)	(1.9)	(2.4)
Non-taxable income from			
Puerto Rico operations	(10.7)	(8.4)	(8.4)
Other, net	.7	.5	1.5
	----	----	----
Consolidated effective income tax rate	26.0%	26.5%	27.7%
	=====	=====	=====

## Other Non-Current Liabilities

Other Non-Current Liabilities consists of the following at December 31, (in millions):

	1999	1998
	----	----
Pensions	\$ 42.0	\$ 43.6
Other postretirement benefits	18.9	20.3
Accrued consolidation and streamlining charge	9.5	14.9
Other, net	20.1	25.3
	-----	-----
Total	\$ 90.5	\$ 104.1
	=====	=====

## Retirement Benefits

The Company and its subsidiaries have a number of non-contributory defined benefit pension plans and other nonpension retirement benefit plans. During 1999 and 1998, the Company made acquisitions where defined benefit pension assets and liabilities of the acquired company were assumed. In addition, the sale of the Kerite Company in 1999 resulted in a settlement and curtailment of the pension obligations for that company.

The following table sets forth the reconciliation of beginning and ending balances of the benefit obligations and the plan assets for the above plans at December 31, (in millions):

	Pension Benefits		Other Benefits	
	1999	1998	1999	1998
	----	----	----	----
CHANGE IN BENEFIT OBLIGATION				
Benefit obligation at beginning of year	\$252.4	\$237.7	\$ 20.3	\$ 20.3
Service cost	9.8	8.9	.3	.3
Interest cost	16.7	16.1	1.2	1.2
Plan amendments	---	.7	---	---
Actuarial (gain) loss	(17.3)	(1.2)	(1.2)	---
Settlement and curtailment gains (Sale of The Kerite Company)	(5.9)	---	---	---
Acquisitions	3.7	1.1	---	---
Benefits paid	(20.2)	(10.9)	(1.7)	(1.5)
	-----	-----	-----	-----
Benefit obligation at end of year	\$239.2	\$252.4	\$ 18.9	\$ 20.3
CHANGE IN PLAN ASSETS				
Fair value of plan assets at beginning of year	\$230.7	\$218.0	\$ ---	\$ ---
Actual return on plan assets	24.9	20.4	---	---
Acquisitions	4.0	.9	---	---
Employer contributions	3.2	2.3	---	---
Benefits paid	(20.2)	(10.9)	---	---
	-----	-----	-----	-----
Fair value of plan assets at end of year	\$242.6	\$230.7	\$ ---	\$ ---
FUNDED STATUS				
Unrecognized net actuarial gain	\$ 3.4	\$(21.7)	\$(18.9)	\$(20.3)
Unrecognized prior service cost	(49.5)	(26.1)	---	---
	-----	-----	-----	-----
Accrued benefit cost	1.0	1.3	---	---
	-----	-----	-----	-----
Accrued benefit cost	\$(45.1)	\$(46.5)	\$(18.9)	\$ (20.3)
	-----	-----	-----	-----
WEIGHTED-AVERAGE ASSUMPTIONS AS OF DECEMBER 31				
Discount rate	7.75%	6.75%	7.75%	7.25%
Expected return on plan assets	8.50%	8.00%	N/A	N/A
Rate of compensation increase	4.75%	4.00%	N/A	N/A

The following table sets forth the components of pension and other benefits cost for the years ended December 31, (in millions):

	Pension Benefits			Other Benefits		
	1999	1998	1997	1999	1998	1997
	----	----	----	----	----	----
COMPONENTS OF NET PERIODIC BENEFIT COST						
Service cost	\$ 9.8	\$ 8.9	\$ 7.7	\$ .3	\$ .3	\$ .3
Interest cost	16.7	16.1	15.3	1.2	1.2	1.1
Expected return on plan assets	(18.0)	(16.6)	(15.4)	---	---	---
Amortization of prior service cost	.3	.7	.4	---	---	---
Amortization of actuarial gains	(1.0)	(.5)	(.6)	(1.2)	---	---
Settlement and Curtailment Gain (Sale of The Kerite Company)	(5.9)	---	---	---	---	---
	-----	-----	-----	-----	-----	-----
Net periodic benefit cost	\$ 1.9	\$ 8.6	\$ 7.4	\$ .3	\$ 1.5	\$ 1.4
	=====	=====	=====	=====	=====	=====

The Company and its subsidiaries have a number of health care and life insurance benefit plans covering eligible employees who reached retirement age while working for the Company. These other benefits were discontinued in 1991 for substantially all future retirees, with the exception of A.B. Chance Company which was acquired in 1994 and Anderson Electrical Products, Inc., which was acquired in 1996. For measurement purposes, a 7% annual rate of increase in the per capita cost of pre-65 covered health care benefits was assumed for 1999. The rate was assumed to decrease gradually to 5.5% for 2002 and remain at that level thereafter. The impact of a 1 percentage point increase or decrease in assumptions would not be material to the Company. Some of the plans provide for retiree contributions which are periodically increased. The plans anticipate future cost-sharing changes that are consistent with the Company's past practices.

At December 31, 1999, approximately \$163.5 million of the pension plan assets were invested in common stocks, including Hubbell Incorporated common stock with a market value of \$9.6 million. The balance of plan assets of \$79.1 million were invested in short term money market accounts, government and corporate bonds.

At December 31, 1999, the Company had certain defined benefit plans where the accumulated benefit obligation exceeded plan assets. In total, the accumulated benefit obligation for these plans at December 31, 1999 was \$23.3 million and there were no plan assets. No additional minimum liability was required to be recognized for any of these plans.

The Company also maintains two qualified defined contribution plans. The total cost of these plans was \$1.5 million in 1999 and in 1998 and \$1.1 million in 1997. This cost is not included in the above net periodic benefit cost for the defined benefit pension plans. Total pension expense (including defined contribution plans) as a percent of payroll was 1.1% in 1999, 3.2% in 1998 and 3.5% in 1997.

## Commercial Paper, Other Borrowings and Long-Term Debt

The following table sets forth the components of the Company's debt structure at December 31, (in millions):

	1999			1998		
	COMMERCIAL PAPER AND OTHER BORROWINGS	LONG-TERM DEBT	TOTAL	COMMERCIAL PAPER AND OTHER BORROWINGS	LONG-TERM DEBT	TOTAL
Balance at year end	\$ 127.1	\$ 99.6	\$ 226.7	\$ 113.3	\$ 99.6	\$ 212.9
Highest aggregate month-end balance			\$ 316.5			\$ 215.5
Average borrowings during the year	\$ 173.1	\$ 99.6	\$ 272.7	\$ 55.3	\$ 99.6	\$ 154.9
Weighted average interest rate:						
At year end	6.39%	6.71%	6.53%	5.32%	6.72%	5.97%
Paid during the year	5.12%	6.71%	5.70%	5.50%	6.72%	6.28%

Interest paid for commercial paper, bank borrowings, and long-term debt totaled \$15.8 million in 1999, \$9.7 million in 1998, and \$7.2 million in 1997. The Company maintains various bank credit agreements primarily to support commercial paper borrowings. At December 31, 1999, the Company had total used and unused bank credit agreements of \$150 million. The expiration date for these bank credit agreements is September 27, 2000. Borrowings under credit agreements generally are available at the prime rate or at a surcharge over the London Interbank Offered Rate (LIBOR). Annual commitment fee requirements to support availability of credit agreements at December 31, 1999, total approximately \$90,000. In October, 1995, the Company issued a ten year non-callable notes due in 2005 at a face value of \$100.0 million and a fixed interest rate of 6 5/8%. The net proceeds of the offering were \$99.4 million and were used to pay down commercial paper.

## Leases

Total rental expense under operating leases was \$9.1 million in 1999, \$7.9 million in 1998 and \$7.4 million in 1997. The minimum annual rentals on non-cancelable, long-term, operating leases in effect at December 31, 1999 will approximate \$2.6 million in 2000, \$2.6 million in 2001, \$1.8 million in 2002, \$0.9 million in 2003 and \$0.8 million in 2004.

## Research, Development and Engineering

Expenses for new product development and ongoing improvement of existing products were \$20.0 million in 1999, \$27.0 million in 1998 and \$19.0 million in 1997.

## Financial Instruments

Concentration of Credit Risks: Financial instruments which potentially subject the Company to concentration of credit risks consist of trade receivables and temporary cash investments. The Company grants credit terms in the normal course of business to its customers. Due to the diversity of its product lines, the Company has a diverse customer base including electrical distributors and wholesalers, electric utilities, equipment manufacturers, electrical contractors, telephone operating companies and retail and hardware outlets. As part of its ongoing procedures, the Company monitors the credit worthiness of its customers. Bad debt write-offs have historically been minimal. The Company places its temporary cash investments with financial institutions and limits the amount of exposure to any one institution.

Fair Value: The carrying amounts reported in the consolidated balance sheets for cash and temporary cash investments, receivables, commercial paper and bank borrowings, accounts payable and accruals approximate their fair values given the immediate or short-term maturity of these financial investments.

The fair value of investment securities and long term debt are as follows (in millions):

	1999		1998	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Investments	-----	-----	-----	-----
Available-for-sale	\$ 13.3	\$ 13.3	\$ 12.8	\$ 12.8
Held-to-maturity	\$ 193.4	\$ 186.2	\$ 184.4	\$ 187.6
Long-Term Debt	\$ (99.6)	\$ (96.9)	\$ (99.6)	\$ (106.4)

Fair value is based on quoted market prices for the same or similar securities.

## Capital Stock

Share activity in the Company's preferred and common stocks is set forth below for the three years ended December 31, 1999:

	Preferred Stock -----	Common Stock -----	
		Class A -----	Class B -----
OUTSTANDING AT DECEMBER 31, 1996	---	11,446,120	54,612,590
Exercise of stock options		62,748	344,565
Acquisition of Fargo		---	1,170,572
Acquisition of treasury shares		(362,806)	(246,782)
	-----	-----	-----
OUTSTANDING AT DECEMBER 31, 1997	---	11,146,062	55,880,945
Exercise of stock options		56,000	475,975
Acquisition of treasury shares		(420,579)	(1,543,633)
	-----	-----	-----
OUTSTANDING AT DECEMBER 31, 1998	---	10,781,483	54,813,287
Exercise of stock options		26,000	391,845
Acquisition of treasury shares		(532,916)	(1,227,502)
	-----	-----	-----
OUTSTANDING AT DECEMBER 31, 1999	---	10,274,567	53,977,630

Treasury shares are retired when acquired and the purchase price is charged against par value and additional paid-in capital. Voting rights per share: Class A Common - twenty; Class B Common - one. In addition, the Company has 5,891,097 authorized shares of preferred stock; none are outstanding.

The Company has a Stockholder Rights Agreement under which holders of Class A Common Stock have Class A Rights and holders of Class B Common Stock have Class B Rights. These Rights become exercisable after a specified period of time only if a person or group of affiliated persons acquires beneficial ownership of 20 percent or more of the outstanding Class A Common Stock of the Company or announces or commences a tender or exchange offer that would result in the offeror acquiring beneficial ownership of 20 percent or more of the outstanding Class A Common Stock of the Company. Each Class A Right entitles the holder to purchase from the Company one one-thousandth of a share of Series A Junior Participating Preferred Stock ("Series A Preferred Stock"), without par value, at a price of \$175.00 per one one-thousandth of a share. Similarly, each Class B Right entitles the holder to purchase one one-thousandth of a share of Class B Junior Participating Preferred Stock ("Series B Preferred Stock"), without par value, at a price of \$175.00 per one one-thousandth of a share. The Rights may be redeemed by the Company for one cent per Right prior to the day a person or group of affiliated persons acquires 20 percent or more of the outstanding Class A Common Stock of the Company. The Rights expire on December 31, 2008, unless earlier redeemed by the Company.

Shares of Series A Preferred Stock or Series B Preferred Stock purchasable upon exercise of the Rights will not be redeemable. Each share of Series A Preferred Stock or Series B Preferred Stock will be entitled, when, as and if declared, to a minimum preferential quarterly dividend payment of \$10.00 per share but will be entitled to an aggregate dividend of 1,000 times the dividend declared per share of Common Stock. In the event of liquidation, the holders of the Series A Preferred Stock or Series B Preferred Stock will be entitled to a minimum preferential liquidation payment of \$100 per share (plus any accrued but unpaid dividends) but will be entitled to an aggregate payment of 1,000 times the payment made per share of Class A Common Stock or Class B Common Stock, respectively. Each share of Series A Preferred Stock will have 20,000 votes and each share of Series B Preferred Stock will have 1,000 votes, voting together with the Common Stock. Finally, in the event of any merger,



consolidation, transfer of assets or earning power or other transaction in which shares of Common Stock are converted or exchanged, each share of Series A Preferred Stock or Series B Preferred Stock will be entitled to receive 1,000 times the amount received per share of Common Stock. These rights are protected by customary antidilution provisions.

Upon the occurrence of certain events or transactions specified in the Rights Agreement, each holder of a Right will have the right to receive, upon exercise, that number of shares of the Company's common stock or the acquiring company's shares having a market value equal to twice the exercise price.

Shares of common stock were reserved at December 31, 1999 as follows:

	Common Stock		Preferred Stock
	Class A	Class B	
	-----	-----	-----
Exercise of outstanding stock options	---	6,340,898	---
Future grant of stock options	959,012	2,894,053	---
Exercise of stock purchase rights	---	---	64,252
	-----	-----	-----
Total	959,012	9,234,951	64,252

#### Stock Options

The Company has granted to officers and key employees options to purchase the Company's Class A and Class B Common Stock and the Company may grant to officers and key employees options to purchase the Company's Class B Common Stock at not less than 100% of market prices on the date of grant with a ten year term and a three year vesting period. Stock option activity for the three years ended December 31, 1999 is set forth below:

	Number of shares	Option price per share range	Weighted Average
	-----	-----	-----
OUTSTANDING AT DECEMBER 31, 1996	4,681,100	\$10.95 - \$41.69	\$27.68
Granted	946,400	\$47.13	\$47.13
Exercised	(407,313)	\$10.95 - \$32.06	\$28.38
Canceled or expired	(53,399)	\$21.25 - \$32.06	\$25.31
	-----		
OUTSTANDING AT DECEMBER 31, 1997	5,166,788	\$13.82 - \$47.13	\$31.18
Granted	1,132,400	\$39.34	\$39.34
Exercised	(531,975)	\$13.82 - \$32.06	\$31.54
Canceled or expired	(70,591)	\$25.71 - \$47.13	\$39.75
	-----		
OUTSTANDING AT DECEMBER 31, 1998	5,696,622	\$16.86 - \$47.13	\$33.24
Granted	1,321,800	\$27.66	\$27.66
Exercised	(417,845)	\$16.86 - \$32.06	\$23.55
Canceled or expired	(259,688)	\$32.06 - \$47.13	\$41.79
	-----		
OUTSTANDING AT DECEMBER 31, 1999	6,340,889	\$19.33 - \$47.13	\$33.23

On December 31, 1999, outstanding options were comprised of 1,329,677 shares exercisable with an average remaining life of three years and an average price of \$24.48 (range \$19.33 - \$26.99); 1,134,912 shares exercisable with an average remaining life of six years and an average price of \$29.09 (range \$25.71 - \$32.06); 695,200 shares exercisable and 832,400 shares not vested with a remaining life of eight years and an average price of \$44.65 (range \$41.69 - \$47.13); and 2,348,700 shares not vested with an average remaining life of ten years and an average price of \$32.77 (range \$27.66 - \$39.34).

On May 5, 1997, the Company's shareholders approved a performance unit plan for employees who were primarily responsible in an administrative or executive capacity for the direction of the functions or operation of the Company and its subsidiaries. The performance units, which were awarded in the Company's Class B Common Stock, were based on achieving targeted earnings per share growth over the three-year period commencing January 1, 1997 and ending December 31, 1999. Participants were to receive from 0 to 200 percent of the award grant depending upon whether the average annual compounded earnings per share growth was (a) below the 10% mark (no award), (b) 10% to 12.4% (100% of award), (c) 12.5% to 14.9% (150% of award), and (d) 15% and above (200% of award). The maximum number of shares that could have been issued under the plan was 221,638. Based upon the actual average annual compounded earnings per share growth for the three-year period ended December 31, 1999, participants did not receive any award grants under this program.

The following table summarizes the pro forma effect on net income if compensation expense had been recognized for stock options using the Black-Scholes option-pricing model and related assumptions:

	Dividend Yield -----	Expected Volatility -----	Interest Rate -----	Expected Option Term -----	Weighted Avg. Grant - Date Fair Value of 1 Option -----	Proforma Effect on Net Income* -----
1999	4.0%	22%	6.6%	7 Years	\$6.16	\$4.2 Million
1998	3.0%	17%	4.8%	7 Years	\$7.34	\$4.1 Million
1997	2.5%	13%	6.0%	7 Years	\$10.26	\$2.7 Million

\* These pro forma disclosures may not be representative of the effects on reported net income for future years since options vest over several years and options granted prior to 1995 are not considered. The pro forma effect on earnings per share would be immaterial.

#### Earnings Per Share

The following table sets forth the computation of earnings per share for the three years ended December 31, (in millions):

	1999 ----	1998 ----	1997 ----
Net Income	\$ 145.8	\$ 169.4	\$ 130.3
Weighted average number of common shares outstanding during the year (basic)	65.1	66.2	67.0
Common equivalent shares	.8 -----	1.5 -----	1.8 -----
Average number of shares outstanding (diluted)	65.9 =====	67.7 =====	68.8 =====
Earnings per share:			
Basic	\$ 2.24	\$ 2.56	\$ 1.94
Diluted	\$ 2.21	\$ 2.50	\$ 1.89

## Industry Segment and Geographic Area Information

### Nature of Operations

Hubbell Incorporated was founded as a proprietorship in 1888, and was incorporated in Connecticut in 1905. For over a century, Hubbell has manufactured and sold high quality electrical and electronic products for a broad range of commercial, industrial, telecommunications and utility applications. Since 1961, Hubbell has expanded its operations into other areas of the electrical industry and related fields. Hubbell products are now manufactured or assembled by twenty-three divisions and subsidiaries in the United States, Canada, Switzerland, Puerto Rico, Mexico, and the United Kingdom. Hubbell also participates in joint ventures with partners in South America, Germany and Taiwan, and maintains sales offices in Mexico, Hong Kong, the People's Republic of China, Southeast Asia, South Korea and the Middle East.

The Company is primarily engaged in the engineering, manufacture and sale of electrical and electronic products. For management reporting and control, the businesses are divided into four operating segments: Electrical, Power, Telecommunications and Other Industry. Information regarding operating segments has been presented as required by Financial Accounting Standard No. 131. At December 31, 1999 the operating segments were comprised as follows:

The Electrical Segment is comprised of businesses that primarily sell through distributors, lighting showrooms, and home centers and represents stock items including standard and special application wiring device products, lighting fixtures, fittings, switch and outlet boxes, enclosures and wire management products. The products are used in and around industrial and commercial facilities by electrical contractors, maintenance personnel and electricians.

Power Segment operations are comprised of a wide variety of construction, switching and protection products, hot line tools, grounding equipment, cover ups, fittings and fasteners, cable accessories, insulators, arresters, cutouts, sectionalizers, connectors and compression tools for the building and maintenance of overhead and underground power and telephone lines, as well as applications in the industrial, construction and pipeline industries.

The Telecommunication Segment designs and manufactures voice and data signal processing components primarily used by telephone and telecommunications companies and consists of channel cards and banks for loop and trunk carriers, and racks and cabinets.

The Other Industry Segment consists of operations that design and manufacture test and measurement equipment, high voltage power supplies and variable transformers, industrial controls including motor speed controls, pendant-type push-button stations, overhead crane controls; and Gleason(R) electric cable and hose reels. Products are sold primarily to steel mills, industrial complexes, seaports, and cable and electronic equipment manufacturers.

On a geographic basis, the Company defines "international" as operations and subsidiaries based outside of the United States and its possessions. Sales of international units were 7% of total sales in 1999, and 6% in 1998 and in 1997 with the Canadian market representing approximately 55% of the total. Net assets of international subsidiaries were 9% of the consolidated total in 1999, 6% in 1998 and 5% in 1997. Export sales directly to customers or through electric wholesalers from the United States operations were \$75.8 million in 1999, \$80.2 million in 1998 and \$105.0 million in 1997.

The Company's principal manufacturing facilities are located in the following areas, classified by segment:

Segment -----	Location -----	No. of Facilities -----	Approximate Floor Area in Square Feet -----
Electrical Segment	Connecticut	2	213,500
	Puerto Rico	3	327,400 (1)
	Tennessee	1	246,800
	Virginia	1	328,100
	Illinois	1	318,800 (7)
	Indiana	1	314,800
	Missouri	3	393,100 (6)
	Minnesota	2	173,300 (2)
	Georgia	1	57,100
	Mexico	3	385,400 (5)
	United Kingdom	3	105,500 (3)
Power Segment	New York	1	109,800
	Ohio	1	90,000
	South Carolina	1	360,000
	Alabama	2	288,000
	Tennessee	1	74,000
	Missouri	1	804,900
	Puerto Rico	1	135,600 (3)
	Mexico	1	208,000 (5)
Telecommunications Segment	Virginia	1	143,300
Other Industry Segment	Ohio	1	76,900
	North Carolina	1	81,000 (3)
	Wisconsin	1	94,200 (4)
	New York	2	169,900
	Switzerland	2	104,100 (3)

(1) 164,800 square feet leased

(2) 41,200 square feet leased

(3) Leased

(4) 20,000 square feet leased

(5) Shared with Electrical Segment

(6) 127,100 square feet leased

(7) 95,700 square feet leased

Additionally, the Company owns or leases warehouses and distribution centers containing approximately 1,307,400 square feet. The Company believes its manufacturing and warehousing facilities are adequate to carry on its business activities.

As of December 31, 1999, the Company has approximately 10,190 full-time employees, including salaried and hourly personnel. Approximately 44% of the United States employees are represented by 15 labor unions. During the next twelve months there are four union contracts due for renegotiation.

#### Financial Information

Financial information by industry segment and geographic area for the three years ended December 31, 1999, is summarized below (in millions). When reading the data the following items should be noted:

- - Net sales comprise sales to unaffiliated customers - intersegment and inter-area sales are immaterial.
- - Segment operating income consists of net sales less operating expenses. Interest expense, and other income have not been allocated to segments.
- - General corporate assets not allocated to segments are principally cash and investments.

INDUSTRY SEGMENT	1999 ----	1998 ----	1997 ----
NET SALES:			
Electrical	\$ 863.0	\$ 808.4	\$ 776.3
Power	399.5	393.1	386.0
Telecommunications	102.4	149.5	142.2
Other	86.9	73.6	74.3
	-----	-----	-----
Total	\$1,451.8	\$1,424.6	\$1,378.8
	=====	=====	=====
OPERATING INCOME:			
Electrical	142.0	146.6	145.4
Special Charge	-	-	(25.0)
Power	42.6	53.4	47.2
Special Charge	-	-	(19.0)
Gain on Sale of Business	8.8	-	-
Telecommunications	(7.4)	18.8	25.0
Special Charge	-	-	(2.0)
Other	8.4	7.3	6.0
Special Charge	-	-	(6.0)
	-----	-----	-----
Operating Income	\$ 194.4	\$ 226.1	\$ 171.6
Interest expense	(15.9)	(9.9)	(7.3)
Investment and other income, net	18.5	14.3	15.8
	-----	-----	-----
Income before income taxes	\$ 197.0	\$ 230.5	\$ 180.1
	=====	=====	=====
ASSETS:			
Electrical	\$ 541.9	\$ 540.7	\$ 412.1
Power	370.4	390.4	359.9
Telecommunications	47.8	68.5	49.9
Other	111.0	80.7	86.8
General Corporate	328.1	310.1	376.1
	-----	-----	-----
Total	\$1,399.2	\$1,390.4	\$1,284.8
	=====	=====	=====
CAPITAL EXPENDITURES:			
Electrical	\$ 32.7	\$ 49.4	\$ 25.2
Power	17.6	32.1	29.1
Telecommunications	1.4	3.2	4.4
Other	1.4	.7	1.5
General Corporate	.6	.7	.4
	-----	-----	-----
Total	\$ 53.7	\$ 86.1	\$ 60.6
	=====	=====	=====
DEPRECIATION AND AMORTIZATION:			
Electrical	\$ 26.7	\$ 21.4	\$ 21.8
Power	19.0	19.5	15.3
Telecommunications	3.6	3.7	2.5
Other	2.8	2.6	2.7
General Corporate	.7	.9	.9
	-----	-----	-----
Total	\$ 52.8	\$ 48.1	\$ 43.2
	=====	=====	=====

## GEOGRAPHIC AREA

	1999 ----	1998 ----	1997 ----
NET SALES:			
United States	\$1,347.0	\$1,338.8	\$1,290.6
International	104.8	85.8	88.2
	-----	-----	-----
Total	\$1,451.8	\$1,424.6	\$1,378.8
	=====	=====	=====
OPERATING INCOME:			
United States	\$ 171.5	\$ 212.0	\$ 208.0
Special Charge	---	---	(51.1)
Gain on Sale of Business	8.8	---	---
International	14.1	14.1	15.6
Special Charge	---	---	(.9)
	-----	-----	-----
Total	\$ 194.4	\$ 226.1	\$ 171.6
	=====	=====	=====
ASSETS:			
United States	\$1,277.8	\$1,302.3	\$1,220.8
International	121.4	88.1	64.0
	-----	-----	-----
Total	\$1,399.2	\$1,390.4	\$1,284.8
	=====	=====	=====

## Quarterly Financial Data (Unaudited)

The table below sets forth summarized quarterly financial data for the years ended December 31, 1999 and 1998 (in millions, except per share amounts):

1999 -----	First Quarter -----	Second Quarter -----	Third Quarter -----	Fourth Quarter -----
Net Sales	\$ 367.5	\$ 368.6	\$ 372.4	\$ 343.3
Gross Profit	\$ 107.0	\$ 110.5	\$ 97.4	\$ 94.1
Net Income	\$ 39.7	\$ 43.1	\$ 35.8	\$ 27.2
Earnings Per Share:				
Basic	\$ .61	\$ .66	\$ .55	\$ .42
Diluted	\$ .60	\$ .65	\$ .54	\$ .42
1998 -----				
Net Sales	\$ 339.7	\$ 372.5	\$ 361.6	\$ 350.8
Gross Profit	\$ 104.5	\$ 116.3	\$ 110.9	\$ 106.5
Net Income	\$ 39.9	\$ 44.1	\$ 43.2	\$ 42.2
Earnings Per Share:				
Basic	\$ .60	\$ .67	\$ .65	\$ .64
Diluted	\$ .58	\$ .65	\$ .64	\$ .63

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

PART III

Information relative to Executive Officers appears on Page 49 of this report.

Item 10. Directors and Executive Officers of the Registrant(1)

Item 11. Executive Compensation (1)

Item 12. Security Ownership of Certain Beneficial Owners and Management (1)

Item 13. Certain Relationships and Related Transactions (1)

PART IV

Item 14. Exhibits, Financial Statement Schedules, and Reports on Form 8-K

1. Financial Statements and Schedules

Financial statements and schedules listed in the Index to Financial Statements and Schedules appearing on Page are filed as part of this Annual Report on Form 10-K.

2. Exhibits

-----

Number	Description
-----	-----

3a	Restated Certificate of Incorporation, as amended and restated as of May 14, 1998. (1) Exhibit 3a of the registrant's report on Form 10-Q for the second quarter (ended June 30), 1998, and filed on August 7, 1998, is incorporated by reference; (2) Exhibit 1 of the registrant's reports on Form 8-A and 8-K, both dated and filed on December 17, 1998, is incorporated by reference; and (3) Exhibit 3(a), being a Certificate of Correction to the Restated Certificate of Incorporation, of the registrant's report on Form 10-Q for the third quarter (ended September 30), 1999, and filed on November 12, 1999, is incorporated by reference.
----	--

3b	By-Laws, Hubbell Incorporated, as amended on March 8, 1999. Exhibit 3b of the registrant's report on Form 10-Q for the first quarter (ended March 31), 1999, filed on May 14, 1999, is incorporated by reference.
----	---

(1) The definitive proxy statement for the annual meeting of shareholders to be held on May 1, 2000, filed with the Commission on March 27, 2000, pursuant to Regulation 14A, is incorporated herein by reference.



## 2. Exhibits - Continued

Number	Description
3c	Rights Agreement, dated as of December 9, 1998, between Hubbell Incorporated and ChaseMellon Shareholder Services, L.L.C.) as Rights Agent (incorporated by reference to Exhibit 1 to the registrant's Registration Statement on Form 8-A and Form 8-K, both dated and filed on December 17, 1998. Exhibit 3(c), being an Amendment to Rights Agreement, of the registrant's report on Form 10-Q for the third quarter (ended September 30), 1999, and filed on November 12, 1999, is incorporated by reference.
4a	Instruments with respect to the 1996 issue of long-term debt have not been filed as exhibits to this Annual Report on Form 10-K as the authorized principal amount on such issue does not exceed 10% of the total assets of the registrant and its subsidiaries on a consolidated basis; registrant agrees to furnish a copy of each such instruments to the Commission upon request.
10a+*	Hubbell Incorporated Supplemental Executive Retirement Plan, as amended and restated effective December 8, 1999.
10b(1)+*	Hubbell Incorporated 1973 Stock Option Plan for Key Employees, as amended and restated effective December 8, 1999.
10c+	Description of the Hubbell Incorporated, Post Retirement Death Benefit Plan for Participants in the Supplemental Executive Retirement Plan, as amended effective May 1, 1993. Exhibit 10c of the registrant's report on Form 10-Q for the second quarter (ended June 30), 1993, filed on August 12, 1993, is incorporated by reference.
10f*	Hubbell Incorporated Deferred Compensation Plan for Directors, as amended and restated effective December 8, 1999.
10g+	Hubbell Incorporated Incentive Compensation Plan, as amended effective January 1, 1996. Exhibit B of the registrant's proxy statement, dated March 22, 1996 and filed on March 27, 1996, is incorporated by reference.
10h	Hubbell Incorporated Key Man Supplemental Medical Insurance, as amended and restated effective December 9, 1986. Exhibit 10h of the registrant's report on Form 10-K for the year 1987, filed on March 25, 1988, is incorporated by reference.
10i*	Hubbell Incorporated Retirement Plan for Directors, as amended and restated effective December 8, 1999.

+ This exhibit constitutes a management contract, compensatory plan, or arrangement

\* Filed hereunder

## 2. Exhibits - Continued

Number	Description
-----	-----
10l+	Employment Agreement, dated March 28, 1989 (effective January 1, 1989), between Hubbell Incorporated and G. Jackson Ratcliffe, Chairman of the Board, President and Chief Executive Officer. Exhibit 10l of the registrant's report on Form 10-K for the year 1988, filed on March 29, 1989, is incorporated by reference.
10n+	Employment Agreement, dated March 28, 1989 (effective January 1, 1989), between Hubbell Incorporated and Harry B. Rowell, Jr., Executive Vice President. Exhibit 10n of the registrant's report on Form 10-K for the year 1988, filed on March 29, 1989, is incorporated by reference.
10o+	Hubbell Incorporated Policy for Providing Severance Payments to Key Managers, as amended and restated effective September 9, 1993. Exhibit 10o of the registrant's report on Form 10-Q for the third quarter (ended September 30), 1993, filed on November 10, 1993, is incorporated by reference.
10p+	Hubbell Incorporated Senior Executive Incentive Compensation Plan, effective January 1, 1996. Exhibit C of the registrant's proxy statement, dated March 22, 1996 and filed on March 27, 1996, is incorporated by reference.
10q+	Hubbell Incorporated Performance Unit Plan, effective January 1, 1997. Exhibit B of the registrant's proxy statement, dated March 21, 1997, filed on March 27, 1997, is incorporated by reference.
10r+*	Continuity Agreement, dated as of December 27, 1999, between Hubbell Incorporated and G. Jackson Ratcliffe.
10s+*	Continuity Agreement, dated as of December 27, 1999, between Hubbell Incorporated and Harry B. Rowell, Jr.
10t+*	Continuity Agreement, dated as of December 27, 1999, between Hubbell Incorporated and Timothy H. Powers.
10u+*	Continuity Agreement, dated as of December 27, 1999, between Hubbell Incorporated and Richard W. Davies.
10v+*	Continuity Agreement, dated as of December 27, 1999, between Hubbell Incorporated and James H. Biggart.
21	Listing of significant subsidiaries.
27	Exhibit 27 Financial Data Schedule (Electronic filings only)

## 3. Reports on Form 8-K

There were no reports on Form 8-K filed for the three months ended December 31, 1999.

- - - - -
- + This exhibit constitutes a management contract, compensatory plan, or arrangement
- \* Filed hereunder

## Executive Officers of the Registrant

Name -----	Age(1) -----	Present Position -----	Business Experience -----
G. Jackson Ratcliffe	63	Chairman of the Board, President and Chief Executive Officer	President and Chief Executive Officer since January 1, 1988; Chairman of the Board since 1987; Executive Vice President - Administration 1983-1987; Senior Vice President-Finance and Law 1980-1983; Vice President, General Counsel and Secretary 1974-1980.
Harry B. Rowell, Jr.	58	Executive Vice President and Chief Operating Officer	Present position since January 1, 1988; Group Vice President 1985-1987; Vice President Corporate Development and Planning 1979-1985.
Timothy H. Powers	51	Senior Vice President and Chief Financial Officer	Present position since September 21, 1998; previously Executive Vice President, Finance & Business Development, Americas Region, Asea Brown Boveri
Thomas H. Pluff(2)	52	Group Vice President	Present position since March 1989.
Richard W. Davies	53	Vice President, General Counsel and Secretary	Present position since January 1, 1996; General Counsel since 1987; Secretary since 1982; Assistant Secretary 1980-1982; Assistant General Counsel 1974-1987.
James H. Biggart, Jr.	47	Vice President and Treasurer	Present position since January 1, 1996; Treasurer since 1987; Assistant Treasurer 1986-1987; Director of Taxes 1984-1986.

There is no family relationship between any of the above-named executive officers.

-----

(1) As of March 10, 2000

(2) Resigned January 15, 2000

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

HUBBELL INCORPORATED

By /s/	G. J. Ratcliffe	3/6/00
-----	-----	-----
	G. J. Ratcliffe	Date
	Chairman of the Board, President, Chief	
	Executive Officer and Director	

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

By /s/	G. J. Ratcliffe	3/6/00
-----	-----	-----
	G. J. Ratcliffe	Date
	Chairman of the Board, President, Chief	
	Executive Officer and Director	

By /s/	T. H. Powers	3/6/00
-----	-----	-----
	T. H. Powers	Date
	Senior Vice President & Chief Financial Officer	
	(Chief Accounting Officer)	

By /s/	E. R. Brooks	3/6/00
-----	-----	-----
	E. R. Brooks	Date
	Director	

By /s/	G. W. Edwards, Jr.	3/6/00
-----	-----	-----
	G. W. Edwards, Jr.	Date
	Director	

By /s/	J. S. Hoffman	3/6/00
-----	-----	-----
	J. S. Hoffman	Date
	Director	

By /s/	A. McNally IV	3/6/00
-----	-----	-----
	A. McNally IV	Date
	Director	

By /s/        D. J. Meyer  
-----  
              D. J. Meyer  
              Director

By /s/        J. A. Urquhart  
-----  
              J. A. Urquhart  
              Director

By /s/        M. Wallop  
-----  
              M. Wallop  
              Director

3/6/00  
-----  
              Date

3/6/00  
-----  
              Date

3/6/00  
-----  
              Date

## INDEX TO FINANCIAL STATEMENTS AND SCHEDULE

Financial Statements	Form 10-K for 1999, Page:
-----	-----
Report of Independent Accountants.....	19
Consolidated Statement of Income for the three years ended December 31, 1999.....	20
Consolidated Statement of Cash Flows for the three years ended December 31, 1999.....	21
Consolidated Balance Sheet at December 31, 1999 and 1998.....	22
Consolidated Statement of Changes in Shareholders' Equity for the three years ended December 31, 1999.....	24
Statement of Accounting Policies.....	25
Notes to Consolidated Financial Statements.....	27
Financial Statement Schedule	
-----	
Report of Independent Accountants on Financial Statement Schedule.....	53
Valuation and Qualifying Accounts and Reserves (Schedule VIII).....	54

All other schedules are omitted because they are not applicable or the required information is shown in the consolidated financial statements or notes thereto.

REPORT OF INDEPENDENT ACCOUNTANTS ON  
FINANCIAL STATEMENT SCHEDULE

To the Board of Directors of Hubbell Incorporated

Our audits of the consolidated financial statements referred to in our report dated January 19, 2000, appearing on page 19 of this Form 10-K also included an audit of the Financial Statement Schedule listed in the index on page 52 of this Form 10-K. In our opinion, the Financial Statement Schedule presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements.

PricewaterhouseCoopers LLP  
Stamford, Connecticut  
January 19, 2000

HUBBELL INCORPORATED  
AND SUBSIDIARIES

Schedule VIII

VALUATION AND QUALIFYING ACCOUNTS AND RESERVES  
FOR THE YEARS ENDED DECEMBER 31, 1997, 1998 AND 1999  
(In millions)

Reserves deducted in the balance sheet from the assets to which they apply:

	Balance at beginning of period -----	Additions charged to costs and expenses -----	Acquisition of businesses -----	Deductions - uncollectable accounts written off -----	Balance at end of period -----
Allowances for doubtful accounts receivable:					
Year 1997	\$ 4.9	\$ 1.3	\$ .2	\$ (.7)	\$ 5.7
Year 1998	\$ 5.7	\$ 1.4	\$ -	\$ (1.4)	\$ 5.7
Year 1999	\$ 5.7	\$ .7	\$ .6	\$ (2.9)	\$ 4.1



HUBBELL INCORPORATED

AMENDED AND RESTATED

SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

Restated and Amended, Effective December 8, 1999

HUBBELL INCORPORATED  
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

Table of Contents

	Page
	----
ARTICLE I	PURPOSE.....1
ARTICLE II	DEFINITIONS.....1-2
ARTICLE III	EFFECTIVE DATE.....3
ARTICLE IV	ELIGIBILITY.....3-4
ARTICLE V	RETIREMENT BENEFITS.....4-6
ARTICLE VI	PAYMENT OF RETIREMENT BENEFITS.....7-8
ARTICLE VII	DISABILITY BENEFIT.....8-9
ARTICLE VIII	DEATH BENEFIT.....9-11
ARTICLE IX	FUNDING.....11-12
ARTICLE X	PLAN ADMINISTRATION.....12
ARTICLE XI	AMENDMENT AND TERMINATION.....12
ARTICLE XII	MISCELLANEOUS PROVISIONS.....13-15
ARTICLE XIII	CHANGE OF CONTROL.....16-20

## ARTICLE I

## PURPOSE

- 1.1 The purpose of this Supplemental Executive Retirement Plan (the "Plan") is to provide monthly supplemental retirement income for a select group of officers and other key employees of Hubbell Incorporated (the "Employer"). It is intended to provide a retirement benefit which supplements the retirement benefit payable under the Hubbell Incorporated Retirement Plan for Salaried Employees and other such pension plans of Hubbell Incorporated and its subsidiaries as deemed appropriate by the Board of Directors in its sole and absolute discretion.

## ARTICLE II

## DEFINITIONS

- 2.1 "Accrued Deferred Vested Retirement Benefit" means the benefit described in Article 5.4.
- 2.2 "Accrued Vested Participant" means a Participant who has been credited with ten (10) or more years of Service.
- 2.3 "Average Earnings" means the annual average of the Participant's Earnings for any three (3) calendar years in his last ten (10) years of Service which produce the highest such average.
- 2.4 "Board of Directors" means the Board of Directors of Hubbell Incorporated.
- 2.5 "Compensation Committee" means the Compensation Committee of the Board of Directors.
- 2.6 "Early Retirement" means retirement under this Plan at a Participant's election, between the ages of 55 and 65.

- 2.7 "Earnings" means, with respect to a particular calendar year, the total of (a) cash earnings paid to a Participant in the form of base salary, (b) awards in respect of the prior calendar year (regardless of when paid) under the incentive compensation plan (annual bonus) by his Employer, and (c) any amount by which an Employee's base salary and annual bonus awards are reduced under any 401(k) plan or any flexible benefit plans under the Internal Revenue Code Sections 125 and 129 maintained by the Employer, during the respective calendar year.
- 2.8 "Employee" means a person who is employed by the Employer on a regular, full-time basis.
- 2.9 "Employer" means Hubbell Incorporated, and its successor, and any of its subsidiaries so designated by the Board of Directors.
- 2.10 "Key Executive" means (a) (i) any Officer elected prior to May 1, 1993 and (ii) any other Employee who was so designated by the Compensation Committee prior to May 1, 1993, and (b) any Officer or other Employee who is so designated by the Compensation Committee on or after May 1, 1993 and as to who the Compensation Committee has not withdrawn such designation.
- 2.11 "Normal Retirement" means retirement by a Participant under this Plan on the first day of the month coinciding with or next following his 65th birthday.
- 2.12 "Officer" means the individual elected by the Board of Directors as provided in Article IV of the By-Laws of Hubbell Incorporated to any of the following offices: Chairman of the Board, President, Executive Vice President, Senior Vice President, Group Vice President, Vice President, Treasurer, Controller, or Secretary of Hubbell Incorporated.
- 2.13 "Participant" means a Key Executive.

- 2.14 "Plan" means the Hubbell Incorporated Supplemental Executive Retirement Plan.
- 2.15 "Postponed Retirement" means the Participant's actual retirement date after Normal Retirement.
- 2.16 "Service" means a Participant's entire period of employment with the Employer as an Officer and such other period of employment with the Employer as a Key Executive as designated and determined by the Compensation Committee.
- 2.17 "Spouse" shall mean the person to whom the Participant was lawfully married for at least one (1) year on the Participant's actual date of retirement (early, normal, postponed or disability, as the case may be) or termination from the Employer.
- 2.18 "Total Disability" means the Compensation Committee's determination that a Participant is totally and permanently disabled and can no longer perform his duties as a Key Executive of the Employer.

#### ARTICLE III

##### EFFECTIVE DATE

- 3.1 This Plan shall be effective as of April 1, 1980.

#### ARTICLE IV

##### ELIGIBILITY

- 4.1 Key Executives shall continue to be Participants until their Service with the Employer is terminated or they are no longer entitled to retirement or deferred vested benefits under this Plan, whichever is later. A Participant who has been credited with ten (10) or more years of Service becomes an Accrued Vested Participant eligible for an Accrued Deferred

Vested Retirement Benefit. If a Participant is no longer a Key Executive, but remains an Employee, his accrued Service as a Participant shall not be forfeited.

#### ARTICLE V

##### RETIREMENT BENEFITS

5.1 Normal Retirement Benefit. A Participant's Normal Retirement Benefit under this Plan, computed as a straight life annuity, shall equal (a) minus (b), where:

- (a) Equals - Six (6%) percent multiplied times the number of full years of a Key Executive's Service.

In no event shall the percentage of benefit credit calculated under this Article 5.1 (a) exceed sixty (60%) percent. The appropriate percentage of benefit credit calculated under this Article 5.1 (a) shall then be multiplied by the Participant's Average Earnings.

- (b) Equals - The benefits, if any, available from the following sources:
- (i) any defined benefit pension plan or defined contribution plan of the Employer which is qualified under Section 401 of the Internal Revenue Code (excluding, however: (a) any ancillary benefits such as Medical or Transitional Supplements in the defined benefit pension plans, and (b) any 401(k) plan maintained by the Employer);
  - (ii) any top-hat excess pension plan of the Employer; and
  - (iii) any retirement benefits so designated and defined by the Compensation Committee through a special arrangement with the Employer.

For purposes of determining the benefits available from any qualified defined benefit pension plan or qualified defined contribution plan of the Employer, it shall be assumed

that the Participant commenced receiving his benefits under such plan on the fifteenth day of the month commencing after his actual retirement date.

- 5.2 Early Retirement Benefit. A Participant who elects to retire on or after age 55 shall be entitled to an early retirement benefit commencing on the date described in Article 6.1 hereof. The annual amount of the Early Retirement Benefit payable to a Participant who elects Early Retirement shall be an amount computed in accordance with Article 5.1 hereof except that the Early Retirement Benefit shall be based upon the Participant's years of Service up to his actual Early Retirement Date (the first day of any month elected by the Participant between the date the Participant attains age 55 and the date he attains age 65), with the amount reduced by three-tenths of one percent (3/10%) for each complete month by which the commencement date of his Early Retirement Benefit precedes his attainment of age 62 and by an additional two-tenths of one percent (2/10%) for each complete month by which the commencement date of his Early Retirement Benefit precedes his 60th birthday, provided, however, the Compensation Committee may, in its sole discretion, waive, in whole or in part, said early retirement reduction factors and, for purposes of determining the benefits available from any qualified defined benefit pension plan or qualified defined contribution plan of the Employer, it shall be assumed that the Participant commenced receiving his benefits under such plan on the earliest date the Participant could have retired under such plan.
- 5.3 Postponed Retirement. A Participant's Postponed Retirement Benefit under this Plan shall be the same amount that would have been payable had the Participant retired on his Normal Retirement Date. For purposes of determining the benefits available from any qualified defined benefit pension plan or qualified defined contribution plan of the

Employer, it shall be assumed that the Participant commenced receiving his benefits under such plan on the fifteenth day of the month commencing after his actual retirement date.

- 5.4 Accrued Deferred Vested Retirement Benefit. Subject to Articles 12.4 and 12.5 hereof, an Accrued Vested Participant whose employment with the Employer terminates on or after September 12, 1984, other than by normal, early, postponed, or disability retirement or death shall, if he has then completed ten (10) or more full years of Service, be entitled to a non-forfeitable Accrued Deferred Vested Retirement Benefit commencing on the date described in Article 6.1 hereof. The annual amount of the Accrued Deferred Vested Retirement Benefit payable to an Accrued Vested Participant shall be computed in accordance with Article 5.1 hereof except that the Accrued Deferred Vested Retirement Benefit shall be based upon the Accrued Vested Participant's Service as of the date of his termination of employment, with the amount reduced by three-tenths of one percent (3/10%) for each complete month by which the commencement date of his Accrued Deferred Vested Retirement Benefit precedes his Normal Retirement Date and by an additional two-tenths of one percent (2/10%) for each complete month by which the commencement date of his Accrued Deferred Vested Retirement Benefit precedes his 60th birthday, provided, however, the Compensation Committee may, in its sole discretion, waive, in whole or in part, said reduction factors and, for purposes of determining the benefits available from any qualified defined benefit pension plan or qualified defined contribution plan of the Employer, it shall be assumed that the Participant commenced receiving his benefits under such plan on the first date that the Participant could have received deferred vested retirement benefits under such plan.



## ARTICLE VI

## PAYMENT OF RETIREMENT BENEFITS

## 6.1 Payment of Benefits.

- (a) Except as set forth herein and in Section 6.1(b) below, all retirement benefits hereunder shall be payable in monthly installments (on the fifteenth day of the month) equal to one-twelfth (1/12th) of the annual amounts determined under this Plan. A Participant's retirement benefit, if any, hereunder shall be payable for the life of the Participant, commencing (a) for normal, postponed or disability retirements, on the fifteenth day of the month commencing after his actual retirement date, (b) for Early Retirement, on the fifteenth day of the month commencing after the Participant's actual Early Retirement date and (c) for an Accrued Vested Participant, on the fifteenth day of the month commencing after the first date that the Accrued Vested Participant may receive deferred vested retirement benefits under the applicable defined benefit pension plan (qualified under Section 401(a) of the Internal Revenue Code of 1986) maintained by the Employer, or any successor defined benefit pension plan. The Participant's last payment of retirement benefits hereunder shall be made on the fifteenth day of the month in which he dies unless the Participant has an eligible surviving Spouse at his date of death, in which case survivor benefit payments shall be made to said Spouse in accordance with Article VIII hereof.
- (b) In the case of a Participant who has attained age 61, he may elect, by giving written notice to the Compensation Committee at least one year prior to his Early Retirement at or after age 62, Normal Retirement or Postponed Retirement, to

receive any applicable retirement and death benefit otherwise payable under Section 5 and Section 8.2 hereof in the form of a lump sum. Such lump sum shall be payable as soon as practicable after the Participant's retirement date, and calculated as follows:

- (i) Interest rate: Interest payable on 10 year U.S. Treasury notes as of the October 1 preceding the Participant's retirement date.
- (ii) Mortality Table: The Mortality Table being utilized by the Hubbell Incorporated Retirement Plan for Salaried Employees as of the October 1 preceding the Participant's retirement date.

- 6.2 Payments Rounded to Next Higher Full Dollar. Each monthly payment which is computed in accordance with this Plan will, if not in whole dollars, be increased to the next whole dollar. Such rounding shall be made after applying any applicable reduction factors.

## ARTICLE VII

### DISABILITY BENEFIT

- 7.1 Disability Benefit. If a Participant is deemed by the Compensation Committee to have incurred a Total Disability, he shall receive a disability retirement benefit hereunder commencing on the fifteenth day of the month commencing after the date he is deemed by the Compensation Committee to be so disabled. The annual amount of the Participant's Disability Retirement Benefit hereunder shall be computed as in Article 5.1 hereof, but assuming that the Participant has been employed with the Employer until his Normal Retirement Date at the last rate of his Earnings in effect at the time he was deemed by the Compensation Committee to be permanently and totally disabled.

- 7.2 Medical Examination. Any Participant retired for Total Disability may be required by the Compensation Committee to submit to a medical examination at any time prior to his 65th birthday, but not more than once each year, to determine whether the Participant is eligible for continuance of the Disability Retirement Benefit provided hereunder.

#### ARTICLE VIII

##### DEATH BENEFIT

#### 8.1 Pre-Retirement Death Benefit.

- (a) If an Accrued Vested Participant or a former Accrued Vested Participant whose benefit has not yet commenced dies, and he is survived by a spouse to whom he was married throughout the one-year period ending on the date of his death, such spouse shall be entitled to receive a spouse's benefit described herein, payable in the amount and manner prescribed in subsections (b) and (c) of this Section 8.1.
- (b) The spouse's benefit is an annuity for the life of the spouse in an amount which is equal to the benefit the spouse would have received under a joint and survivor annuity that provided the spouse on the date of death of the Participant an annual pension equal to 50 percent of the Participant's annual pension if:
  - (i) the Participant had retired on the day before his death, in the case of a Participant who dies after he is eligible for retirement, or
  - (ii) the Participant had separated from service with the Employer on the date of his death, survived to his earliest retirement date, retired on such date, and died on the day after such date, in the case of a Participant who dies before he is eligible for retirement.

- (c) Payments of spouse's benefit shall commence as of the later of (i) the first day of the month, following the Participant's death; or (ii) the month following the date the Participant would have attained the earliest age on which he could have retired, provided the spouse survives to that date.
- (d) For purposes of computing the spouse's benefit, actuarial factors shall be used as are then applicable under the Hubbell Incorporated Retirement Plan for Salaried Employees.

8.2 Post-Retirement Death Benefit. Unless such individual has elected to receive his benefit in a lump sum pursuant to Section 6.1 (b), if a Participant or Accrued Vested Participant dies while receiving retirement benefits under this Plan, a death benefit equal to fifty (50%) percent of the retirement benefit which the Participant or Accrued Vested Participant was receiving under this Plan immediately prior to his death shall be paid to his eligible surviving Spouse, if any. If, as of the date of the Participant's or Accrued Vested Participant's death, his eligible surviving Spouse, if any, is ten (or more) years younger than the Participant or Accrued Vested Participant, then the death benefit payable to said eligible surviving Spouse shall be actuarially reduced pursuant to the actuarial factors then applicable under the Hubbell Incorporated Retirement Plan for Salaried Employees. Notwithstanding anything contained herein to the contrary, in no event shall an eligible surviving Spouse receive in any year under this Plan more than the excess (if any) of thirty-three and one-third percent (33-1/3%) of the Participant's or Accrued Vested Participant's Average Earnings over the aggregate value (as determined by the Compensation Committee) of benefits receivable in such year under the Hubbell Incorporated Retirement Plan for Salaried Employees and any defined benefit pension plan

or defined contribution plan of the Employer which is qualified under Section 401(a) of the Internal Revenue Code (excluding, however: (a) any ancillary benefits such as Medical or Transitional Supplements in the defined benefit pension plans, and (b) any 401(k) plan maintained by the Employer). Payments of said death benefit to the surviving Spouse shall commence to be paid on the fifteenth day of the month coinciding with or next following the Participant's or Accrued Vested Participant's death and shall continue until the Spouse dies.

#### ARTICLE IX

##### FUNDING

9.1 The Employer may enter into a trust agreement creating an irrevocable grantor trust for the holding of cash and/or annuity contracts for pension benefits accrued by the Participants under the Plan. Any assets of such trust shall be subject to the claims of creditors of the Employer to the extent set forth in the trust and Participants' interests in benefits under this Plan shall only be those of unsecured creditors of the Employer. In the event of a Change of Control, the Employer shall enter into a trust agreement creating an irrevocable grantor trust for the holding of cash and/or annuity contracts in respect of the pension benefits accrued by the Participants (whether current or former) and in respect of the pension benefits provided to certain Employees who shall be deemed to be Participants pursuant to written agreements with the Employer; provided, further, that upon the occurrence of a Change of Control Transaction, the Employer shall transfer to the trustee of the foregoing trust the

maximum amount of assets estimated to be necessary to satisfy the Employer's obligations hereunder, as in effect immediately prior to the Change of Control Transaction.

#### ARTICLE X

##### PLAN ADMINISTRATION

- 10.1 The general administration of this Plan and the responsibility for carrying out the provisions hereof shall be vested in the Compensation Committee. The Compensation Committee may adopt, subject to the approval of the Board of Directors, such rules and regulations as it may deem necessary for the proper administration of this Plan, and its decision in all matters shall be final, conclusive, and binding.

#### ARTICLE XI

##### AMENDMENT AND TERMINATION

- 11.1 The Board of Directors of the Employer reserves in its sole and exclusive discretion the right at any time and from time to time to amend this Plan in any respect or terminate this Plan without restriction and without the consent of any Participant, Accrued Vested Participant, or Spouse, provided, however, that no amendment or termination of this Plan shall impair the right of any Participant, Accrued Vested Participant, or Spouse to receive benefits earned and accrued hereunder prior to such amendment or termination. The Board of Directors shall not terminate this Plan solely to accelerate benefits earned and accrued hereunder. Any amounts not currently payable to a Participant, Accrued Vested Participant or Spouse shall revert to the Employer in the event of termination of the Plan.

## ARTICLE XII

## MISCELLANEOUS PROVISIONS

- 12.1 No Guarantee of Employment. Nothing contained herein shall be deemed to give any individual the right to be retained in the service of the Employer or to interfere with the rights of the Employer to discharge any individual at any time, with or without cause.
- 12.2 Non-Alienation of Benefits. No retirement benefit payable hereunder may be assigned, pledged, mortgaged or hypothecated and, to the extent permitted by law, no such retirement benefit shall be subject to legal process or attachment for the payment of any claims against any person entitled to receive the same. Notwithstanding any provision herein to the contrary, the Employer may, as the Compensation Committee in its sole and absolute discretion shall determine, offset any amount to be paid to a Participant, Accrued Vested Participant, or Spouse hereunder in order to recoup amounts that have been misappropriated by such Participant or Accrued Vested Participant or in order to reimburse amounts that have been advanced to such Participant or Accrued Vested Participant for expense accounts or similar circumstances and that remain outstanding upon termination of employment.
- 12.3 Payment to Incompetents. If a Participant or Accrued Vested Participant entitled to receive any retirement benefit payments hereunder is deemed by the Compensation Committee or is adjudged by a court of competent jurisdiction to be legally incapable of giving valid receipt and discharge for such retirement benefit, such payments shall be paid to such person or persons as the Compensation Committee shall designate or to the duly appointed guardian. Such payments shall, to the extent made, be deemed a complete discharge for such payments under this Plan.

- 12.4 Loss of Benefits. At the sole discretion of the Compensation Committee, and after written notice to the Participant, Accrued Vested Participant, or his Spouse as beneficiary, rights to receive any retirement benefit under this Plan may be forfeited, suspended, reduced or terminated in cases of gross misconduct by the Participant or Accrued Vested Participant which is reasonably deemed to be prejudicial to the interests of the Employer or a subsidiary of the Employer, including but not limited to the utilization or disclosure of confidential information for gain or otherwise.
- 12.5 Noncompetition. A Participant and Accrued Vested Participant shall forfeit for himself and his Spouse any and all retirement benefits pursuant to this Plan if said Participant or Accrued Vested Participant violates the notice provision of the next paragraph hereof or anywhere in the United States or outside of the United States, directly or indirectly, owns, manages, operates, joins or controls, or participates in the ownership, management, operation or control of, or becomes a director or an employee of, or a consultant to, any person, firm, or corporation which competes with the Employer; provided, however, that the provisions of this Article 12.5 shall not apply to investments by the Participant or Accrued Vested Participant in shares of stock traded on a national securities exchange or on the national over-the-counter market which shall have an aggregate market value, at the time of acquisition, of less than two (2%) percent of the outstanding shares of such stock.
- A Participant and Accrued Vested Participant shall be obligated to give the Employer at least sixty (60) days' prior written notice, registered or certified mail, postage prepaid, addressed to the Secretary, Hubbell Incorporated, 584 Derby Milford Road, Orange, Connecticut, 06477, of his intention, directly or indirectly, to own, manage, operate, join



or control, or participate in the ownership, management, operation or control of, or become a director or an employee of, or a consultant to, any person, firm, or corporation, following which, within a period of sixty (60) days from its receipt of such notice, the Employer will mail to the Participant or Accrued Vested Participant by registered or certified mail, postage prepaid, a statement of its opinion as to whether said intention of the Participant or Accrued Vested Participant violates this Article 12.5.

- 12.6 Withholding. Payments made by the Employer under this Plan to any Participant, Accrued Vested Participant, or Spouse shall be subject to withholding as shall, at the time for such payment, be required under any income tax or other laws, whether of the United States or any other jurisdiction.
- 12.7 Expenses. All expenses and costs in connection with the operation of this Plan shall be borne by the Employer.
- 12.8 Governing Law. The provisions of this Plan will be construed according to the laws of the State of Connecticut, excluding the provisions of any such laws that would require the application of the laws of another jurisdiction.
- 12.9 Gender and Number. The masculine pronoun wherever used herein shall include the feminine gender and the feminine the masculine and the singular number as used herein shall include the plural and the plural the singular unless the context clearly indicates a different meaning.
- 12.10 Titles and Heading. The titles to articles and headings of sections of this Plan are for convenience of reference only and in case of any conflict, the text of the Plan, rather than such titles and headings, shall control.

## ARTICLE XIII

## CHANGE OF CONTROL

- 13.1 The provisions of Section 13.3 shall become effective immediately upon the occurrence of a Change of Control (as defined in Section 13.2(a)).
- 13.2 (a) "Change of Control" shall mean any one of the following:
- (i) Continuing Directors no longer constitute at least 2/3 of the Directors;
  - (ii) any person or group of persons (as defined in Rule 13d-5 under the Securities Exchange Act of 1934), together with its affiliates, becomes the beneficial owner, directly or indirectly, of twenty (20%) percent or more of the voting power of the then outstanding securities of the Employer entitled to vote for the election of the Employer's directors; provided that this Article XIII shall not apply with respect to any holding of securities by (A) the trust under a Trust Indenture dated September 2, 1957 made by Louie E. Roche, (B) the trust under a Trust Indenture dated August 23, 1957 made by Harvey Hubbell, and (C) any employee benefit plan (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) maintained by the Employer or any affiliate of the Employer;
  - (iii) the approval by the Employer's stockholders of the merger or consolidation of the Employer with any other corporation, the sale of substantially all of the assets of the Employer or the liquidation or dissolution of the Employer, unless, in the case of a merger or consolidation, the incumbent Directors in office immediately prior to such

merger or consolidation will constitute at least 2/3 of the Directors of the surviving corporation of such merger or consolidation and any parent (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934) of such corporation; or

- (iv) at least 2/3 of the incumbent Directors in office immediately prior to any other action proposed to be taken by the Employer's stockholders determine that such proposed action, if taken, would constitute a change of control of the Employer and such action is taken.

(b) "Continuing Director" shall mean any individual who is a member of the Employer's Board of Directors on December 9, 1986 or was designated (before such person's initial election as a Director) as a Continuing Director by 2/3 of the then Continuing Directors.

(c) "Director" shall mean any individual who is a member of the Employer's Board of Directors on the date the action in question was taken.

(d) "Change of Control Transaction" shall mean the closing of the transaction constituting the Change of Control, which shall include, for purposes of the events described in Section 13.2(a)(iii), above, the consummation of the merger or consolidation approved by Hubbell's stockholders.

13.3 (a) Section 2.10 is deleted and the following is inserted in lieu thereof:

"Key Executive" means (a) (i) any Officer elected prior to May 1, 1993 and (ii) any other Employee who was so designated by the Compensation Committee prior to May 1, 1993, and (b) any Officer or other Employee

who is so designated by the Compensation Committee on or after May 1, 1993."

- (b) Section 2.18 is deleted and the following is inserted in lieu thereof:
- "Totally and Permanently Disabled" shall mean, with reference to a Participant hereunder, that as a result of bodily or mental injury or disease, whether occupational or non-occupational in origin, as determined by competent medical authority selected by the Participant or by such Participant's representative, he is wholly and permanently prevented from engaging for remuneration or profit in any occupation or employment for which he is reasonably suited by education, training and experience.
- (c) The remainder of Section 5.2 is deleted after "attains age 65)" on the seventh and eighth lines of page 5.
- (d) The remainder of Section 5.4 is deleted after "date of his termination of employment" on the ninth and tenth lines in Section 5.4 on page 6.
- (e) The following is added to the end of Section 6.1(a):
- "Notwithstanding any of the foregoing, unless otherwise provided in an agreement between a Participant and the Employer with respect to any benefit provided for herein, upon the occurrence of a Change of Control Transaction, unless a Participant (whether current or former) elects otherwise during the period of ten days after the signing of any agreement by the Company that would, upon the consummation of the transactions contemplated therein, result in a Change of Control, all amounts otherwise payable pursuant to the schedules set forth in Section 6.1(a) and (b) hereof, shall be paid out in one lump sum no later than ten days after a Participant's termination of employment

with the Employer. The amounts to be paid out in such lump sum shall be calculated using the actuarial assumptions set forth on Exhibit A, attached hereto."

- (f) In the first sentence of Section 7.1, the phrase "If a Participant is deemed by the Compensation Committee to have incurred a Total Disability" is deleted and in lieu thereof is inserted the phrase "If a Participant becomes Totally and Permanently Disabled". Section 7.2 is deleted.
- (g) Section 10.1 is deleted and the following is inserted in lieu thereof:

"The Plan shall be administered by the Compensation Committee which shall have full authority to interpret the Plan, to establish rules and regulations relating to the Plan, to determine the criteria for eligibility to participate in the Plan, to select Participants in the Plan, and to make all other determinations and take all other actions necessary or appropriate for the proper administration of the Plan. No member of the Compensation Committee shall be eligible to participate in the Plan."
- (h) The remainder of Section 12.2 is deleted beginning with "Notwithstanding any provision herein" on the fourth and fifth lines of Section 12.2 on page 13.
- (i) In Section 12.3, all references to "Compensation Committee" are deleted and in lieu thereof is inserted the term "Trustee".
- (j) Section 12.4 is deleted.
- (k) Section 12.5 is deleted.
- (l) New Section 12.11 is inserted as follows:

"Notwithstanding any other provisions of the Plan to the contrary:

- (i) the accrued benefit hereunder of any Participant as of the date of a Change of Control may not be reduced;
- (ii) any Service accrued by a Participant as of the date of a Change of Control cannot be reduced;
- (iii) no amendment or action of the Compensation Committee which affects any Participant is valid and enforceable without the prior written consent of such Participant; and
- (iv) no termination of the Plan shall have the effect of reducing any benefits accrued under the Plan prior to such termination."

Adopted by the Board of Directors on March 11, 1980 and amended on September 1, 1984, December 9, 1986, December 19, 1990, December 18, 1991, December 16, 1992, May 1, 1993, December 11, 1996, December 10, 1997, and December 8, 1999.

## EXHIBIT A

## ASSUMPTIONS

The assumptions to be used are those specified under Section 417(e) of the Internal Revenue Code of 1986, as amended, which assumptions are the minimum lump sum factors permitted to be used for calculating pension benefits under qualified defined benefit plans.

Benefit:	Lump sum payment of unreduced benefit deferred to age 55, increased to reflect the 50% joint and survivor form.
Mortality Rates:	The 1983 Group Annuity Mortality (1983 GAM) blend of 50% male and 50% female rates.
Interest Rate:	10-year treasury rate on the first day of the fourth quarter of the calendar year immediately prior to the date on which the Participant retires or otherwise separates from Service.
Other:	3% annual Social Security wage base increase. 2.5% annual CPI increase. 5% annual salary increase.
Qualified Plan Offset:	Amount actually payable at age 55 (or, if higher, the participants actual age as of the date of termination of employment).

## HUBBELL INCORPORATED

AMENDED AND RESTATED  
1973 STOCK OPTION PLAN FOR KEY EMPLOYEES

## 1. Purpose of the Plan

The purpose of the 1973 Stock Option Plan for Key Employees (the "Plan") is to further the growth and development of Hubbell Incorporated (the "Company") by providing an incentive through encouraging ownership of stock of the Company to officers and other key employees who are in a position to contribute materially to the prosperity of the Company, to increase their interest in the Company's welfare and continue their services, and by affording a means through which the Company can attract to its services, employees of outstanding ability.

## 2. Administration of the Plan

The Plan shall be administered by the Compensation Committee (the "Committee"), consisting solely of at least two or more members of the Board of Directors of the Company ("Board of Directors") who are each "non-employee directors" within the meaning of Rule 16b-3 under the Securities Exchange Act of 1934 (or any successor rule thereto). The members of the Committee shall be appointed from time to time by the Board of Directors, to serve at the pleasure of the Board. From and after the first meeting of shareholders at which directors are to be elected that occurs after July 1, 1994, the Committee shall contain at least two "outside directors" as that term is defined in Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code") (or any successor section thereto).

Subject to the express provisions of the Plan, the Committee shall have authority in its discretion to determine the individuals to whom, and the time or times at which options shall be granted, and the number of shares to be subject to each option. In making such determinations, the Committee may take into account the nature of the services rendered by the respective employees, their present and potential contribution to the Company's success, and such other factors as the Committee in its discretion shall deem relevant.

Subject to the express provisions of the Plan, the Committee shall also have authority to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to it, to determine the terms and provisions of the respective option agreements (which need not be identical) and to make all other determinations necessary or advisable for the administration of the Plan.

The Committee shall select one of its members as a Chairman, who shall preside at meetings and who shall have authority to execute and deliver documents on behalf of the Committee. Meetings of the Committee shall be held at such times and places as the members thereof may determine. The majority of its members shall constitute a quorum, and all determinations of the Committee shall be made by a majority of its members. No member of the Committee shall be liable for anything done or omitted to be done by such member or by any



other member of the Committee in connection with this Plan, except for such member's own willful misconduct or as expressly provided by statute.

3. Stock Subject to the Plan

Subject to adjustment as provided in Paragraph 5(d) of this Plan, the aggregate number of shares of stock which may be issued under options granted under this Plan shall be 3,600,000 shares of the Company's Class A Common Stock, par value \$.01 per share, and 15,145,670 shares of the Company's Class B Common Stock, par value \$.01 per share. The number of shares of stock which may be issued under options granted under this Plan to any one individual in any fiscal year shall not exceed 300,000 shares, subject to adjustment pursuant to Section 5(d) hereof.

Options granted by the Committee may be "incentive stock options" (as defined in Section 422 of the Code) or options which are not "incentive stock options", or a combination thereof, as determined by the Committee.

Options may be granted with respect to authorized but unissued shares. In the event that any option under the Plan expires or is terminated for any reason prior to the end of the period during which options may be granted, the shares allocable to the unexercised portion of such option shall again be available for the purposes of this Plan.

4. Eligibility

Options may be granted only to officers and other key employees of the Company and subsidiary corporations (as defined in Section 424(f) of the Code). Directors who are not officers or employees shall not be eligible. Subject to the other provisions of this Plan, an individual may hold or be granted more than one option. No incentive stock option shall be granted hereunder which would permit the person to whom the option is granted to own (within the meaning of Section 424(d) of the Code), immediately after the option is granted, stock (including stock issuable upon the exercise of options) possessing more than 10 percent of the total combined voting power of all classes of stock of the Company, unless at the time any such option is granted the option price is at least 110 percent of the fair market value of the stock subject to the option, and such option by its terms is not exercisable after the expiration of five years from the date such option is granted.

5. Terms and Conditions of Options

Options shall be granted under this Plan upon such terms and conditions as the Committee shall determine, subject to the following provisions:

(a) Option Price

The option price of the stock subject to each option shall not be less than 100 percent of the fair market value of such stock, as determined in good faith by the Committee, on the date such option is granted.

(b) Term of Option

Options shall be granted for such term as the Committee shall determine except that no option shall be exercisable after the expiration of ten years from the date such option is granted.

(c) Exercise and Termination of Options

The options granted under the Plan shall be exercisable immediately or in such installments as the Committee may prescribe. The Committee may accelerate the exercisability of options at any time in its sole discretion.

Unless otherwise determined by the Committee, during the lifetime of the individual to whom an option is granted, the option shall be exercisable only by such individual.

(A) Termination of Employment -- General

If the participant ceases to be an employee of the Company or a subsidiary for any reason (including, without limitation, the sale of a subsidiary) other than death, retirement with the consent of the Company or retirement by reason of "Permanent Disability," such option shall expire on the earlier of (i) the end of the option exercise period specified in the option or (ii) the date three months from the date of the participant's termination of employment (even though such participant is subsequently reemployed). "Permanent Disability" shall mean that the participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months.

(B) Retirement with Company Consent

If the employment of the participant with the Company or its subsidiaries shall terminate by reason of the participant's retirement with the consent of the Company, such participant's stock option shall continue to mature in the normal manner and the participant (or in the event of his death after the date of retirement, his estate or the person who acquires his option by bequest or inheritance or by reason of his death) shall have the right to exercise his option until the later of (i) the date three years after the date of such retirement or (ii) in the event that the participant's death occurs during such three-year period the date twelve months after the death of the participant; but in no event later than the end of the option exercise period specified in the option; provided, however, that in the event that the participant retires with the consent of the Company, the Committee may, in its discretion, provide that the participant shall have the right to exercise his option until the end of the option exercise period specified in the option.

(C) Retirement Due to Permanent Disability

If the employment of the participant with the Company or its subsidiaries shall terminate by reason of the participant's retirement due to Permanent Disability, the participant (or in the event of his death after the date of retirement, his estate or the person who acquires his option by

bequest or inheritance or by reason of his death) shall have the right to exercise his option, to the extent that he could have exercised it at the date of such disability retirement, until the later of (i) the date twelve months after the date of such termination of employment or (ii) in the event that the participant's death occurs during such twelve-month period the date twelve months after the date of such death; but in no event later than the end of the option exercise period specified in the option.

(D) Termination Due to Death

If a participant's employment by the Company or any subsidiary terminates by reason of death, any option held by the participant may thereafter be immediately exercised, to the extent then exercisable, by his estate or the person who acquires his option by bequest or inheritance or by reason of his death for a period of one year from the date of such death or until the end of the option exercise period specified in the option, whichever period is the shorter.

(E) Miscellaneous

A participant who is absent from work with the Company or a subsidiary because of illness or temporary disability, or who is on leave of absence for such purpose or reason as the Committee may approve, shall not be deemed during the period of such absence, by reason of such absence, to have ceased to be an employee of the Company or a subsidiary. Where a cessation of employment is to be considered a retirement with the consent of the Company or by reason of Permanent Disability for the purpose of this Plan shall be determined by the Committee, which determination shall be final and conclusive.

No option shall be exercisable unless at the time of exercise the shares are covered by a currently effective registration statement filed under the provisions of the Securities Act of 1933, as amended, or, in the sole opinion of the Company and its counsel, the purchase of the shares upon exercise of the option is otherwise exempt from the registration requirements of that Act.

Each participant shall be required, as a condition of exercising any option, to make such arrangements with the Company as the Committee shall determine for withholding (including, but not limited to, the retention of shares by the Company or the delivery to the Company of shares, in each case equal in fair market value as described in Paragraph 5(f) to the amount of all or any portion of the withholding obligation pursuant to such rules as may be prescribed by the Committee) and, in the event of the death of a participant, a further condition of such exercise shall be the delivery to the Company of such tax waivers and other documents as the Committee shall determine. With the consent of the Committee, a participant may elect to have the Company retain a number of shares otherwise issuable on exercise of an option, or to deliver shares, in each case equal in fair market value as described in Paragraph 5(f) to the amount of all or any portion of the participant's federal, state and local income tax obligation resulting from such exercise determined at the participant's maximum marginal tax rates.

(d) Adjustments Upon Changes in Capitalization

If (i) the Company shall at any time be involved in a transaction to which Section 424(a) of the Code is applicable; (ii) the Company shall declare a dividend payable in any class of shares, or shall subdivide or combine, its shares; or (iii) any other event shall occur which in the judgment of the Committee necessitates action by way of adjusting the terms of the outstanding options, the Committee shall forthwith take any such action as in its judgment shall be necessary to preserve the participant's rights substantially proportionate to the rights existing prior to such event and to the extent that such action shall include an increase or decrease in the number of shares subject to outstanding options, the number of shares available under Paragraph 3 above shall be increased or decreased, as the case may be, proportionately. The judgment of the Committee with respect to any matter referred to in this Paragraph shall be conclusive and binding upon each participant.

In the event of the proposed dissolution or liquidation of the Company, or in the event of any proposed reorganization, merger or consolidation of the Company with one or more corporations as a result of which the Company is not the surviving corporation, or in the event of a proposed sale of all or substantially all of the principal and/or assets of the Company to another corporation, all options granted hereunder shall terminate as of a date to be fixed by the Committee, provided that not less than 90 days' written notice of the date so fixed shall be given to each participant, and each participant shall have the right during such period to exercise his option as to all or any part of the shares covered thereby to the extent such option is then otherwise exercisable pursuant to the provisions of this Plan and of the option; and provided further, however, that the Board of Directors may, in their discretion, substitute or cause to be substituted new options for each such outstanding option, provided each such new option applies to the stock of the new employer corporation or a parent or subsidiary corporation of such corporation.

(e) Nontransferability of Options

Unless otherwise determined by the Committee, no option shall be assigned or transferable, except by will or by the laws of descent and distribution.

(f) Payment for Stock

The option price payable upon exercise of an option shall be payable to the Company either (i) in cash (including check, bank draft, or money order), (ii) by delivery to the Company of shares of either class of common stock of the Company or a combination of common stock and cash, or (iii) to the extent authorized by the Committee, through the written election of the optionee to have shares of common stock withheld by the Company from the shares otherwise to be received. The value of any common stock so delivered or withheld shall be the fair market value of such common stock, as determined in good faith by the Committee, on the date of the stock option exercise.

(g) Limitation on Incentive Stock Options

With respect to incentive stock options granted after December 31, 1986, the aggregate fair market value (determined at the time the option is granted) of the stock with respect to which incentive stock options are exercisable for the first time by a participant during any calendar year (under all such plans of the individual's employer corporation and its parent and subsidiary corporations) shall not exceed \$100,000.

6. Term of Plan

No option shall be granted pursuant to the Plan after March 10, 2007.

7. Termination and Amendment of Plan

The Board of Directors of the Company may at any time amend, suspend or terminate the Plan, except that no amendment which would increase the maximum number of shares which may be issued under options granted under this Plan shall be effective unless, within twelve months before or after the Board adopts such amendment, it is approved by shareholders. No amendment, suspension or termination of this Plan shall, without the consent of the participant, terminate, or adversely affect the participant's rights under, any outstanding option.

8. Privileges of Stock Ownership

The holder of an option shall not be entitled to the privileges of stock ownership as to any shares of the Company not actually issued to him. No shares shall be issued upon the exercise of an option until all applicable legal requirements shall have been complied with to the satisfaction of the Company and its counsel.

9. Time of Granting of Options

The granting of an option pursuant to this Plan shall take place at the time the Committee makes a determination that an employee shall receive an option.

10. Construction

Words and terms used in this Plan which are defined or used in Sections 421, 422 or 424 of the Code shall, unless the context clearly requires otherwise, have the meanings assigned to them therein, in the regulations promulgated thereunder and in the decisions construing the provisions thereof. The place of administration of this Plan shall be conclusively deemed to be within the State of Connecticut, and the validity, construction, interpretation and effect of the Plan, its rules and regulations and the rights of any and all participants having or claiming to have an interest therein or thereunder, shall be governed by and determined conclusively and solely in accordance with the laws of the State of Connecticut without regard to any conflicts of laws provisions.

11. Provisions Relating to Change of Control

(i) Each option granted under this Plan shall, to the extent then exercisable determined after applying Paragraph 11(ii) below, have a limited right of surrender allowing a participant who is an Officer, or any other participant in the discretion of the Committee, to surrender his option within the 30-day period following the Change of Control and to receive in cash, in lieu of exercising the option, the amount by which the fair market value of the common stock which the option represents exceeds the option exercise price for all or part of the shares of common stock which are subject to the related option. For this purpose, the fair market value of common stock shall be determined as follows:

- (a) if the share was a share of the Company's Class A Common Stock, the fair market value shall be deemed to be the closing price of one share of the Company's Class A Common Stock on the New York Stock Exchange on that day, within the 60 days preceding the date on which the Change of Control occurs, on which such closing price was the highest. In the event that the shares are not listed or admitted to trading on such exchange, the fair market value shall be deemed to be the closing price of one share of the Company's Class A Common Stock on the principal national securities exchange on which the shares are listed or admitted to trading, or, if the shares are not listed or admitted to trading on any national securities exchange, the average of the highest reported bid and lowest reported asked prices as reported on the New York Stock Exchange (the "NYSE") or similar organization if the NYSE is no longer reporting such information. If on any such date the shares are not quoted by any such organization, the fair market value of the shares on such date, as determined in good faith by the Board of Directors of the Company, shall be used; or
- (b) if the share was a share of the Company's Class B Common Stock, the fair market value shall be deemed to be the closing price of one share of the Company's Class B Common Stock on the NYSE on that day, within the 60 days preceding the date on which the Change of Control occurs, on which such closing price was the highest. In the event that the shares are not listed or admitted to trading on such exchange, the fair market value shall be deemed to be the closing price of one share of the Company's Class B Common Stock on the principal national securities exchange on which the shares are listed or admitted to trading, or, if the shares are not listed or admitted to trading on any national securities exchange, the average of the highest reported bid and lowest reported asked prices as reported on the NYSE or similar organization if the NYSE is no longer reporting such information. If on any such date the shares are not quoted by any such organization, the fair market value of the shares on such date, as determined in good faith by the Board of Directors of the Company, shall be used.

Notwithstanding the foregoing, if the payment of cash in respect of such option would cause the Change in Control transaction to be ineligible for pooling-of-interests accounting under APB No. 16, unless and until the Committee provides otherwise, such payment shall not be made.

(ii) Notwithstanding any other provisions of this Plan, in the event of a Change of Control all outstanding options which are not then exercisable, except for incentive stock options granted on or after January 1, 1987, shall be immediately exercisable in full.

For purposes of this section the following definitions shall apply:

"Change of Control" shall mean any one of the following:

- (w) Continuing Directors no longer constitute at least 2/3 of the Directors;
- (x) any person or group of persons (as defined in Rule 13d-5 under the Securities Exchange Act of 1934), together with its affiliates, becomes the beneficial owner, directly or indirectly, of 20% or more of the voting power of the then outstanding securities of the Company entitled to vote for the election of the Company's Directors; provided that this Paragraph 11 shall not apply with respect to any holding of securities by (A) the trust under a Trust Indenture dated September 2, 1957 made by Louie E. Roche, (B) the trust under a Trust Indenture dated August 23, 1957 made by Harvey Hubbell, and (C) any employee benefit plan (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) maintained by the Company or any affiliate of the Company;
- (y) the approval by the Company's stockholders of the merger or consolidation of the Company with any other corporation, the sale of substantially all of the assets of the Company or the liquidation or dissolution of the Company, unless, in the case of a merger or consolidation, the incumbent Directors in office immediately prior to such merger or consolidation will constitute at least 2/3 of the Directors of the surviving corporation of such merger or consolidation and any parent (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934) of such corporation; or
- (z) at least 2/3 of the incumbent Directors in office immediately prior to any other action proposed to be taken by the Company's stockholders determine that such proposed action, if taken, would constitute a change of control of the Company and such action is taken.

"Continuing Director" shall mean any individual who is a member of the Company's Board of Directors on December 9, 1986 or was designated (before such person's initial election as a Director) as a Continuing Director by 2/3 of the then Continuing Directors.

"Director" shall mean any individual who is a member of the Company's Board of Directors on the date the action in question was taken.

"Officer" shall mean each of the officers specified in Section 1 of Article IV of the by-laws of the Company except for any such officer whose title begins with the word "Assistant".

\* \* \* \* \*

Adopted by the Board of Directors on March 13, 1973 and amended May 5, 1980, December 9, 1980, March 9, 1982, June 12, 1985, March 10, 1987, May 7, 1990, September 12, 1991, May 2, 1994, May 5, 1997, May 3, 1999 and December 8, 1999.

L\P\BNFT\STOCKOPTPLAN



HUBBELL INCORPORATED  
AMENDED AND RESTATED  
DEFERRED COMPENSATION PLAN FOR DIRECTORS

Restated and Amended, Effective December 8, 1999.

HUBBELL INCORPORATED  
DEFERRED COMPENSATION PLAN FOR DIRECTORS

Table of Contents

	Page(s)
	-----
ARTICLE I	DEFINITIONS.....1
	-----
ARTICLE II	ELECTION TO DEFER.....2
	-----
ARTICLE III	DEFERRED COMPENSATION ACCOUNTS.....3-6
	-----
ARTICLE IV	PAYMENT OF DEFERRED COMPENSATION.....6-8
	-----
ARTICLE V	ADMINISTRATION.....8
	-----
ARTICLE VI	AMENDMENT OF PLAN.....8-9
	-----
ARTICLE VII	CHANGE OF CONTROL.....9-14
	-----

## ARTICLE I

## DEFINITIONS

- 1.1 "Board" shall mean the Board of Directors of Hubbell Incorporated.
- 1.2 "Director" shall mean a member of the Board of Directors of Hubbell who is not an employee of Hubbell or any of its subsidiaries.
- 1.3 "Hubbell" shall mean Hubbell Incorporated and any corporate successors.
- 1.4 "Plan" shall mean this Deferred Compensation Plan for Directors as it may be amended from time to time.
- 1.5 "Fees" shall mean amounts earned for serving as a member of the Board, including any Committees of the Board.
- 1.6 "Year" shall mean calendar year.
- 1.7 "Cash Account" shall mean the account created by Hubbell pursuant to Article III of this Plan in accordance with an election by a Director to receive deferred cash compensation under Article II hereof.
- 1.8 "Stock Unit" shall mean one share of Hubbell Class A Common Stock and one share of Hubbell Class B Common Stock.
- 1.9 "Stock Unit Account" shall mean the account created by Hubbell pursuant to Article III of this Plan in accordance with an election by a Director to receive deferred stock compensation under Article II hereof.
- 1.10 "He", "Him" or "His" shall apply equally to male and female members of the Board.

## ARTICLE II

## ELECTION TO DEFER

- 2.1 A Director may elect, on or before December 31 of any Year, to defer payment of all or a specified part of all Fees earned during the Year following such election and succeeding Years (until the Director ceases to be a Director). Any person who shall become a Director during any Year, and who was not a Director of Hubbell on the preceding December 31, may elect, before the Director's term begins, to defer payment of all or a specified part of such Fees earned during the remainder of such Year and for succeeding Years. Any Fees deferred pursuant to this Section shall be paid to the Director at the time(s) and in the manner specified in Article IV hereof, in the form of cash or Hubbell Common Stock, or any combination thereof, as designated by the Director.
- 2.2 The election to participate and manner of payment shall be designated by submitting a letter in the form attached hereto as Appendix A to the Secretary of Hubbell; provided, however, that during the period of ten days after the signing of any agreement by the Company that would, upon the consummation of the transactions contemplated therein, result in a Change of Control, any Director (whether current or former) who has previously elected to receive installment payments of the amounts contained in the Director's Accounts shall have the opportunity to reconfirm his prior election under the Plan to receive installment payments in lieu of the receipt of payment of such amounts in one lump payment, and provided, further, however, that in the event that a Director does not so reconfirm, the Directors Cash Account and/or Stock Account shall be paid out in one lump sum, in accordance with the terms of Article IV hereof.

- 2.3 The election shall continue from Year to Year unless the Director terminates it by written request delivered to the Secretary of Hubbell prior to the commencement of the Year for which the termination is first effective.

### ARTICLE III

#### DEFERRED COMPENSATION ACCOUNTS

- 3.1 Hubbell shall maintain separate memorandum accounts for the Fees deferred by each Director.
- 3.2 Hubbell shall credit, on the date Fees become payable, to the Cash Account of each Director the deferred portion of any Fees due the Director as to which an election to receive cash has been made. Fees deferred in the form of cash (and interest thereon) shall be held in the general funds of Hubbell.
- 3.3 Hubbell shall credit the Cash Account of each Director on a quarterly basis with interest at the prime rate in effect at Hubbell's principal commercial bank on the date of the next immediately following regular quarterly Directors' meeting. A Director's Cash Account shall continue to accrue interest in the foregoing manner during the period beginning on the date that the Director retires or separates from the Board and ending two days prior to the date on which the balance of the Director's Cash Account will be paid (whether the Director has elected to receive the distribution of his or her Cash Account in a lump sum or in installment payments), in accordance with the terms of Article IV hereof, in satisfaction of all payments owed to the Director under the Plan.
- 3.4 Hubbell shall credit, on the date Fees become payable, the Stock Unit Account of each Director with the number of Stock Units which is equal to: the deferred portion of any

Fees due the Director as to which an election to receive Hubbell Common Stock has been made, divided by the sum of the closing prices of Hubbell's Class A Common Stock and Class B Common Stock as reported on the New York Stock Exchange (the "NYSE") on the date such Fees would otherwise have been paid (the "Stock Unit Value"). If closing prices are not available from the NYSE for both the Class A Common Stock and the Class B Common Stock on the date such Fees would otherwise have been paid, then the next preceding practicable date for which such closing prices are available shall be used.

- 3.5 Hubbell shall credit the Stock Unit Account of each Director who has elected to receive deferred compensation in the form of Stock Units with the number of Stock Units equal to any cash dividends (or the fair market value of dividends paid in property other than dividends payable in Common Stock of Hubbell) payable on the number of shares of Class A Common Stock or Class B Common Stock represented by the number of Stock Units in each Director's Stock Unit Account divided by the Stock Unit Value on the dividend payment date. Dividends payable in Common Stock on both Class A and Class B Common Stock of Hubbell and in respect of each class in shares of such class will be credited to each Director's Stock Unit Account in the form of Stock Units. Dividends payable on both Class A and Class B Common Stock in shares of Class B Common Stock will be credited to each Director's Stock Unit Account in the form of Stock Units in an amount determined by multiplying the number of Class B dividend shares payable to such Director by the closing price of the Class B Common Stock on the dividend payment date and dividing that product by the Stock Unit Value on such dividend payment date. A Director's Stock Unit Account shall continue to be credited with dividends in the foregoing manner during the period beginning on the date that the Director retires or

separates from the Board and ending two days prior to the date on which the balance of the Director's Stock Unit Account will be paid (whether the Director has elected to receive the distribution of his or her Stock Unit Account in a lump sum or in installment payments), in accordance with the terms of Article IV hereof, in satisfaction of all payments owed to the Director under the Plan. If adjustments are made to the outstanding shares of Hubbell Common Stock as a result of split-ups, recapitalizations, mergers, consolidations and the like, an appropriate adjustment also will be made in the number of Stock Units credited to the Director's Stock Unit Account.

- 3.6 Stock Units shall be computed to three decimal places.
- 3.7 Stock Units shall not entitle any person to rights of a stock holder with respect to such Stock Units unless and until shares of Hubbell Class A Common Stock or Class B Common Stock have been issued to such person in respect of such Stock Units pursuant to Article IV hereof.
- 3.8 Hubbell shall not be required to acquire, reserve, segregate, or otherwise set aside shares of its Class A Common Stock or Class B Common Stock for the payment of its obligations under the Plan, but shall make available as and when required a sufficient number of its Class A Common Stock and Class B Common Stock to meet the needs of the Plan.
- 3.9 Nothing contained herein shall be deemed to create a trust of any kind or any fiduciary relationship. To the extent that any person acquires a right to receive payments from Hubbell under the Plan, such right shall be no greater than the right of any unsecured general creditor of Hubbell.

- 3.10 Hubbell may enter into a trust agreement creating an irrevocable grantor trust for the holding of cash credited to the Cash Account of each Director under the Plan. Any assets of such trust shall be subject to the claims of creditors of Hubbell to the extent set forth in the trust, and Directors' interests in benefits under this Plan shall only be those of unsecured creditors of Hubbell. In the event of a Change of Control, if, unless all Directors (whether current or former) elect (pursuant to Section 2.2 hereof) to receive payment of his or her Cash Account in lump sum payments following a Change of Control Transaction, then, prior to the consummation of the Change of Control, Hubbell shall enter into a trust agreement creating an irrevocable grantor trust for the holding of cash, annuity contracts, and/or any other assets as determined by the Board in respect of the amounts contained in each such Director's Cash Account; provided, further, that upon the occurrence of a Change of Control, Hubbell shall transfer to the trustee of the foregoing trust the maximum amount of assets estimated to be necessary to satisfy Hubbell's obligations hereunder, as in effect immediately prior to the Change of Control.

#### ARTICLE IV

##### PAYMENT OF DEFERRED COMPENSATION

- 4.1 Timing and Form of Payment. Unless otherwise provided for in this Plan, amounts contained in a Director's Cash Account and/or Stock Unit Account will be distributed in a lump sum or in installment payments as the Director's election (made pursuant to Section 2.2) shall provide. Distributions shall begin with the first day of the Year following the Director's retirement or separation from the Board. Amounts credited to a Director's Cash Account shall be paid in cash. Amounts credited to a Director's Stock



Unit Account prior to July 7, 1988 (the "Cutoff Date") shall be paid in the form of one share of Hubbell Class A Common Stock and one share of Class B Common Stock for each Stock Unit. Amounts credited to a Director's Stock Unit Account on or after the Cutoff Date shall be paid in the form of (x) one share of Class B Common Stock for each Stock Unit, plus (y) the aggregate number of shares of Class B Common Stock equal to the total number of Stock Units in such Director's Stock Unit Account, multiplied by the closing price of the Class A Common Stock as reported on NYSE on the third business day preceding the date of payment, divided by the closing price of the Class B Common Stock as reported on NYSE on the third business day preceding the date of payment. A cash payment will be made with any final installment for any fractions of a Stock Unit remaining in the Director's Stock Unit Account. Such fractional share will be valued at the Stock Unit Value on the date of settlement.

- 4.2 Designation of Beneficiary. Each Director shall have the right to designate a beneficiary who is to succeed to his right to receive payments hereunder in the event of death. Any designated beneficiary will receive payments in the same manner as the Director if he had lived. In case of a failure of designation or the death of a designated beneficiary without a designated successor, the balance of the amounts contained in the Director's Cash Account and/or Stock Unit Account shall be payable in accordance with Section 4.1 to the Director's or former Director's estate in full on the first day of the Year following the Year in which the Director or his designated beneficiary dies. No designation of beneficiary or change in beneficiary shall be valid unless in writing signed by the Director and filed with the Secretary of Hubbell. Any beneficiary may be changed without the consent of any prior beneficiary.

- 4.3 No Termination. The Board shall not terminate this Plan solely to accelerate the payment of any amounts previously credited to a Director's Cash Account or Stock Unit Account.

#### ARTICLE V

##### ADMINISTRATION

- 5.1 The books and records to be maintained for the purpose of the Plan shall be maintained by Hubbell at its expense. All expenses of administering the Plan shall be paid by Hubbell.
- 5.2 Except to the extent required by law, the right of any Director or any beneficiary to any benefit or to any payment hereunder shall not be subject in any manner to attachment or other legal process for the debts of such Director or beneficiary; and any such benefit or payment shall not be subject to alienation, sale, transfer, assignment or encumbrance.
- 5.3 No member of the Board and no officer or employee of Hubbell shall be liable to any person for any action taken or omitted in connection with the administration of the Plan unless attributable to his own fraud or willful misconduct, and Hubbell shall not be liable to any person for any such action unless attributable to fraud or willful misconduct on the part of a Director, officer or employee of Hubbell.

#### ARTICLE VI

##### AMENDMENT OF PLAN

- 6.1 The Plan may be amended, suspended or terminated in whole or in part from time to time by the Board except that no amendment, suspension, or termination shall apply to the

payment to any Director or beneficiary of a deceased Director of any amounts previously credited to a Director's Cash Account or Stock Unit Account.

- 6.2 Notice of every such amendment shall be given in writing to each Director and beneficiary of a deceased director.

#### ARTICLE VII

##### CHANGE OF CONTROL

- 7.1 The provisions of Sections 7.3 and 7.4 of this Article VII shall become effective immediately upon the occurrence of a Change of Control (as defined in Section 7.2(a) of this Article VII).

- 7.2 (a) "Change of Control" - shall mean any one of the following:
- (i) Continuing Directors no longer constitute at least 2/3 of the Directors;
  - (ii) any person or group of persons (as defined in Rule 13d-5 under the Securities Exchange Act of 1934), together with its affiliates, becomes the beneficial owner, directly or indirectly, of twenty (20%) percent or more of the voting power of the then outstanding securities of Hubbell entitled to vote for the election of Hubbell's directors; provided that this Article VII shall not apply with respect to any holding of securities by (A) the trust under a Trust Indenture dated September 2, 1957 made by Louie E. Roche, (B) the trust under a Trust Indenture dated August 23, 1957 made by Harvey Hubbell, and (C) any employee benefit plan (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) maintained by Hubbell or any affiliate of Hubbell;

- (iii) the approval by Hubbell's stockholders of the merger or consolidation of Hubbell with any other corporation, the sale of substantially all of the assets of Hubbell or the liquidation or dissolution of Hubbell, unless, in the case of a merger or consolidation, the incumbent Directors in office immediately prior to such merger or consolidation will constitute at least 2/3 of the Directors of the surviving corporation of such merger or consolidation and any parent (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934) of such corporation; or
  - (iv) at least 2/3 of the incumbent Directors in office immediately prior to any other action proposed to be taken by Hubbell's stockholders determine that such proposed action, if taken, would constitute a change of control of Hubbell and such action is taken.
- (b) "Continuing Director" shall mean any individual who is a member of Hubbell's Board of Directors on December 9, 1986 or was designated (before such person's initial election as a Director) as a Continuing Director by 2/3 of the then Continuing Directors.
- (c) "Change of Control Transaction" shall mean the closing of the transaction constituting the Change of Control, which shall include, for purposes of the events described in Section 7.2(a)(iii), above, the consummation of the merger or consolidation approved by Hubbell's stockholders.

7.3 Article IV is amended by inserting at the end of the second sentence of Section 4.1 the following proviso:

"; provided, however, that in the event that such retirement or separation occurs on or after a Change of Control Transaction such distributions shall begin, if earlier, 30 days after the date of any such retirement or separation if such retirement or separation occurs after January 1 but prior to November 1 of any Year; and provided, further, that in the event that such Change of Control Transaction is intended to be, and is, otherwise eligible for pooling-of-interests accounting treatment under APB No. 16, any portion of such distributions payable in shares of common stock shall not commence until the first day on which a Director could sell such shares of common stock acquired in the Change of Control Transaction without incurring any liability under any federal or state securities laws or eliminating the ability of the Company to meet any applicable pooling-of-interests accounting requirements under APB No. 16."

7.4 Article IV is further amended by adding a new Section 4.4 as follows:  
Form of Payment Upon the Occurrence of a Change of Control Transaction.

- (a) Upon the occurrence of a Change of Control Transaction, the amounts credited to a Director's Cash Account shall be paid in cash.
- (b) Upon the occurrence of a Change of Control Transaction, the amounts credited to a Director's Stock Unit Account shall be converted into a Director's Cash Account under the following circumstances:
  - (i) In the event of a Change of Control Transaction in which the shareholders of Hubbell are entitled to receive cash in exchange for their shares of Hubbell Common Stock, any Stock Unit credited to a Director's Stock Unit Account shall be converted into a right to receive cash and shall thereafter be treated in all respects as part of such Director's Cash

Account. The amount added to the Cash Account pursuant to the preceding sentence shall be determined by converting each Stock Unit into the right to receive an amount of cash equal to the highest of the product of (x) the number of Units held in the Stock Unit Account multiplied by (y) (A) the per share amount payable to a shareholder of Hubbell holding one share of Hubbell Class A Common Stock and one share of Hubbell Class B Common Stock in the Change of Control or (B) the sum of the closing prices of one share of Hubbell Class A Common Stock and one share of Hubbell Class B Common Stock, as applicable, on the NYSE on that day on which the aggregate of such closing prices was the highest, within the 60 days preceding either (I) the date on which the shareholders of Hubbell approve the Change of Control Transaction or (II) the date on which the Change of Control Transaction occurs.

- (ii) In the event of a Change of Control Transaction in which the shareholders of Hubbell are entitled to receive some number of shares of common stock of the acquiror (or, if applicable, the merger partner) and some amount of cash in exchange for their shares of Hubbell Common Stock, any Stock Unit credited to a Director's Stock Unit Account shall be converted into a right to receive cash and shall thereafter be treated in all respects as part of such Director's Cash Account. The amount added to the Cash Account pursuant to the preceding sentence shall be determined by converting each Stock Unit into the right to receive an amount of cash equal to the highest of the product of (x) the number of Units held in the Stock Unit Account

multiplied by (y) the sum of the closing prices of one share of Hubbell Class A Common Stock and one share of Hubbell Class B Common Stock, as applicable, on the NYSE on that day on which the aggregate of such closing prices was the highest, within the 60 days preceding either (A) the date on which the shareholders approve the Change of Control Transaction or (B) the date on which the Change of Control Transaction occurs.

- (iii) In the event of a Change of Control Transaction in which the shareholders of Hubbell are entitled to receive only shares of common stock in the acquiror (or the merger partner, if applicable), but the Change of Control Transaction is not intended to be, and is not otherwise, accounted for using pooling-of-interests accounting treatment under APB No. 16, the Director's Stock Unit Account shall be treated as provided in Section 4.4(b)(ii).

- (c) The amounts credited to a Director's Stock Unit Account shall be paid in shares of common stock only upon the occurrence of the following: (i) a Change of Control Transaction occurs in which the shareholders of Hubbell are entitled to receive only shares of common stock in the acquiror (or the merger partner, if applicable), which Transaction is intended to be, and is otherwise, accounted for using pooling-of-interests accounting treatment under APB No. 16, and (ii) the conversion into a right to receive cash in respect of any portion of such Director's Stock Unit Account would cause such Transaction to be ineligible for pooling-of-interests accounting under APB No. 16. Under such circumstances, the foregoing conversion shall not be made unless and until the Board provides otherwise

and, in lieu thereof, a Director's Stock Unit Account shall be immediately converted into a right to receive (x) the number of shares of common stock otherwise receivable by a shareholder of Hubbell holding one share of Hubbell Class A Common Stock and one share of Hubbell Class B Common Stock in the Change of Control Transaction multiplied by (y) the number of Units held in the Director's Stock Unit Account, and shall thereafter continue to be treated in all respects as part of such Director's Stock Account, payable in accordance with Section 4.1.

7.4 Article VI is amended by adding a new Section 6.3 as follows:

"Notwithstanding any other provision of the Plan to the contrary:

- (i) any amounts credited to a Director's Cash Account or Stock Unit Account as of the date of a Change of Control may not be reduced;
- (ii) no amendment or action by the Board which affects any Director under the Plan is valid and enforceable without the prior written consent of such Director; and
- (iii) no termination of the Plan shall have the effect of reducing any amounts credited to a Director's Cash Account or Stock Unit Account."

Adopted by the Board of Directors on December 12, 1978 and amended on December 14, 1982, December 9, 1986, June 14, 1989, June 20, 1991 and December 8, 1999.



HUBBELL INCORPORATED

AMENDED AND RESTATED

RETIREMENT PLAN FOR DIRECTORS

Amended, Effective December 8, 1999

HUBBELL INCORPORATED  
RETIREMENT PLAN FOR DIRECTORS

Table of Contents

Article -----	Title -----	Page(s) -----
I	PURPOSE.....	1
II	DEFINITIONS.....	1-2
III	EFFECTIVE DATE.....	2
IV	ELIGIBILITY.....	2
V	RETIREMENT BENEFITS.....	2-3
VI	PAYMENT OF RETIREMENT BENEFITS.....	3
VII	DEATH BENEFIT.....	3
VIII	FUNDING.....	3-4
IX	PLAN ADMINISTRATION.....	4
X	AMENDMENT AND TERMINATION.....	4
XI	MISCELLANEOUS PROVISIONS.....	4-6
XII	CHANGE OF CONTROL.....	6-8

ARTICLE I  
PURPOSE

- 1.1 The purpose of this Plan is to provide retirement benefits to Directors of Hubbell Incorporated (the "Company") who meet the eligibility requirements of the Plan.

ARTICLE II  
DEFINITIONS

- 2.1 "Base Retainer" means the regular active service annual retainer in effect during the calendar year immediately preceding the year in which a Director retires from the Board of Directors.
- 2.2 "Board of Directors" means the Board of Directors of Hubbell Incorporated.
- 2.3 "Chairman Retainer" means the retainer in effect for service as the Chairman of any committee of the Board of Directors during the calendar year immediately preceding the year in which a Director retires from the Board of Directors.
- 2.4 "Committee Chairman" means an Eligible Director who for the one year immediately preceding his retirement from the Board of Directors was the Chairman of any committee of the Board of Directors.
- 2.5 "Company" means Hubbell Incorporated.
- 2.6 "Compensation Committee" means the Compensation Committee of the Board of Directors.
- 2.7 "Director" means a duly-elected member of the Board of Directors.
- 2.8 "Early Retirement" means retirement from the Board of Directors prior to age 70.
- 2.9 "Eligible Director" means a Director with at least five (5) years of Service, who is not an Employee, and does not qualify to receive a retirement benefit under any pension plan of the Company or its subsidiaries. However, a Director who qualifies to receive a retirement benefit under any pension plan of the Company or its subsidiaries will nonetheless be considered a Director entitled to the Special Retirement Benefit described in Article 5.3 hereof.
- 2.10 "Employee" means a person employed by the Company or its subsidiaries in any capacity other than as a Director.
- 2.11 "Normal Retirement" means retirement from the Board of Directors at or after age 70.

2.12 "Plan" means this Retirement Plan for Directors.

2.13 "Service" means service as a non-Employee Director.

ARTICLE III  
EFFECTIVE DATE

3.1 This Plan shall be effective as of April 1, 1984 (the "Effective Date").

ARTICLE IV  
ELIGIBILITY

4.1 Each Eligible Director shall participate in the Plan.

ARTICLE V  
RETIREMENT BENEFITS

5.1 Normal Retirement Benefit. An Eligible Director's annual Normal Retirement Benefit under this Plan shall be calculated as follows:

(a) With respect to an Eligible Director with less than ten years of Service, the annual Normal Retirement Benefit shall be the sum of (i) fifty percent (50%) of the Eligible Director's Base Retainer in respect to the first five full years of Service plus (ii) if applicable, ten percent (10%) of the Eligible Director's Base Retainer for each full year of Service beyond five years up to a maximum of nine years.

(b) With respect to an Eligible Director with ten or more years of Service, the annual Normal Retirement Benefit shall be the sum of (i) one hundred and ten percent (110%) of the Eligible Director's Base Retainer plus, (ii) if applicable, the Chairman Retainer.

5.2 In no event shall the benefit calculated under Article 5.1 exceed one hundred percent (100%) of the Base Retainer (in the case of an Eligible Director with less than ten years of Service) or the sum of (x) one hundred ten percent (110%) of the Base Retainer and the Chairman Retainer (in the case of an Eligible Director with ten or more years of Service), as applicable.

5.3 Special Retirement Benefit. A Director who is not an Eligible Director is not otherwise entitled to the benefit provided under Section 5.1 (as limited by Section 5.2). Notwithstanding the foregoing, a Director who has at least five (5) years of Service as a Director subsequent to his retirement as an Employee, and who retires from the Board of

Directors at or after 70, is eligible to receive a special retirement benefit hereunder equal to 25% of his Base Retainer.

- 5.4 Early Retirement Benefit. An Eligible Director who elects an Early Retirement shall receive a benefit computed in accordance with Article 5.1, except that such Early Retirement Benefit shall commence in accordance with Article VI hereof.

#### ARTICLE VI PAYMENT OF RETIREMENT BENEFITS

- 6.1 Payment of Benefits. Unless otherwise provided in Section 6.2, all retirement benefits hereunder shall be payable in monthly installments (on the fifteenth day of the month) equal to one-twelfth (1/12th) of the annual amounts determined under this Plan. A Director's retirement benefit hereunder, if any, shall be payable for the life of the Director, commencing on the fifteenth day of the month coinciding with or next following the later to occur of (i) such Director's 70th birthday and (ii) the date on which such Director retires from the Board of Directors; provided, however, that, with respect to an election to receive an Early Retirement Benefit, such Benefit shall commence on the fifteenth day of the month following the Director's 70th birthday. The Director's last payment of retirement benefits hereunder shall be made on the fifteenth day of the month in which he dies.
- 6.2 Payments Rounded to Next Higher Full Dollar. Each monthly payment which is computed in accordance with this Plan will, if not in whole dollars, be increased to the next whole dollar.

#### ARTICLE VII DEATH BENEFIT

- 7.1 Death Benefit. Notwithstanding anything herein to the contrary, in the event an Eligible Director dies prior to his actual retirement from the Board of Directors, no death benefit shall be paid hereunder. If an Eligible Director dies while receiving retirement benefits pursuant to Article VI, no death benefit shall be paid hereunder.

#### ARTICLE VIII FUNDING

- 8.1 The Company shall enter into a trust agreement creating an irrevocable grantor trust for the holding of cash, annuity contracts and/or any other form of assets as shall be determined by the Board of Directors, for retirement benefits accrued by the Eligible Directors (whether current or former) under the Plan; provided, however, that upon the occurrence of a Change of Control Transaction (as defined in Section 12.2), the Company

shall transfer to the trustee of the foregoing trust the maximum amount of assets estimated to be necessary to satisfy the Company's obligations hereunder, as in effect immediately prior to the Change of Control Transaction; provided, further, that in no event shall the amount transferred to the trustee of the foregoing trust be less than the amount of the accrued benefit determined under the same factors which would be used under the Company's qualified retirement plan. Any assets of such trust shall be subject to the claims of creditors of the Company to the extent set forth in the trust. Eligible Directors' (whether current or former) interests in benefits under this Plan shall only be those of unsecured creditors of the Company.

#### ARTICLE IX PLAN ADMINISTRATION

- 9.1 The general administration of this Plan and the responsibility for carrying out the provisions hereof shall be vested in the Compensation Committee. The Compensation Committee may adopt, subject to the approval of the Board of Directors, such rules and regulations as it may deem necessary for the proper administration of this Plan, and its decision in all matters shall be final, conclusive, and binding.

#### ARTICLE X AMENDMENT AND TERMINATION

- 10.1 The Board of Directors reserves in its sole and exclusive discretion the right at any time and from time to time to amend this Plan in any respect or terminate this Plan without restriction and without the consent of any Eligible Director, provided, however, that no amendment or termination of this Plan shall impair the right of any Eligible Director to receive benefits earned and accrued hereunder prior to such amendment or termination. The Board of Directors shall not terminate this Plan solely to accelerate benefits earned and accrued hereunder. Any amounts not currently payable to an Eligible Director shall revert to the Company in the event of termination of the Plan.

#### ARTICLE XI MISCELLANEOUS PROVISIONS

- 11.1 This Plan does not in any way obligate the Company to continue to retain a Director on the Board of Directors, nor does this Plan limit the right of the Company to terminate a Director's service on the Board of Directors.
- 11.2 Non-Alienation of Benefits. No retirement benefit payable hereunder may be assigned, pledged, mortgaged or hypothecated and to the extent permitted by law, no such retirement benefit shall be subject to legal process or attachment for the payment of any claims against any person entitled to receive the same.

- 11.3 Payment to Incompetents. If an Eligible Director entitled to receive any retirement benefit payments hereunder is deemed by the Compensation Committee or is adjudged by a court of competent jurisdiction to be legally incapable of giving valid receipt and discharge for such retirement benefit, such payments shall be paid to such person or persons as the Compensation Committee shall designate or to the duly appointed guardian of such Eligible Director. Such payments shall, to the extent made, be deemed a complete discharge for such payments under this Plan.
- 11.4 Loss of Benefits. At the sole discretion of the Compensation Committee, and after written notice to the Eligible Director, rights to receive any retirement benefit under this Plan may be forfeited, suspended, reduced or terminated in cases of gross misconduct by the Eligible Director, or of any conduct, activity or competitive occupation which is reasonably deemed to be prejudicial to the interests of the Company or a subsidiary of the Company, including but not limited to the utilization or disclosure of confidential information for gain or otherwise.
- 11.5 Noncompetition. An Eligible Director shall forfeit any and all retirement benefits pursuant to this Plan if said Eligible Director violates the notice provision of the next paragraph hereof or anywhere in the United States or outside of the United States, directly or indirectly, owns, manages, operates, joins or controls, or participates in the ownership, management, operation or control of, or becomes a director or an employee of, or a consultant to, any person, firm, or corporation which competes with the Company; provided, however, that the provisions of this Article 11.5 shall not apply to investments by the Eligible Director in shares of stock traded on a national securities exchange or on the national over-the-counter market which shall have an aggregate market value, at the time of acquisition, of less than two (2%) percent of the outstanding shares of such stock.
- An Eligible Director shall be obligated to give the Company at least sixty (60) days' prior written notice, registered or certified mail, postage prepaid, addressed to the Secretary, Hubbell Incorporated, 584 Derby Milford Road, Orange, Connecticut, 06477, of his intention, directly or indirectly, to own, manage, operate, join or control, or participate in the ownership, management, operation or control of, or become a director or an employee of, or a consultant to, any person, firm, or corporation, following which, within a period of sixty (60) days from its receipt of such notice, the Company will mail to the Eligible Director by registered or certified mail, postage prepaid, a statement of its opinion as to whether said intention of the Eligible Director violates this Article 11.5.
- 11.6 Withholding. Payments made by the Company under this Plan to any Eligible Director shall be subject to withholding as shall, at the time for such payment, be required under any income tax or other laws, whether of the United States or any other jurisdiction.
- 11.7 Expenses. All expenses and costs in connection with the operation of this Plan shall be borne by the Company.

- 11.8 Governing Law. The provisions of this Plan will be construed according to the laws of the State of Connecticut, excluding the provisions of any such laws that would require the application of the laws of another jurisdiction.
- 11.9 Gender and Number. The masculine pronoun wherever used herein shall include the feminine gender and the feminine the masculine and the singular number as used herein shall include the plural and the plural the singular unless the context clearly indicates a different meaning.
- 11.10 Titles and Headings. The titles to articles and headings of sections of this Plan are for convenience of reference only and in case of any conflict, the text of the Plan, rather than such titles and headings, shall control.

ARTICLE XII  
CHANGE OF CONTROL

- 12.1 The provisions of Section 12.3 shall become effective immediately upon the occurrence of a Change of Control (as defined in Section 12.2(a)).
- 12.2 (a) "Change of Control" -- shall mean any one of the following:
- (i) Continuing Directors no longer constitute at least 2/3 of the Directors;
  - (ii) any person or group of persons (as defined in Rule 13d-5 under the Securities Exchange Act of 1934), together with its affiliates, becomes the beneficial owner, directly or indirectly, of twenty (20%) percent or more of the voting power of the then outstanding securities of the Company entitled to vote for the election of the Company's directors; provided that this Article XII shall not apply with respect to any holding of securities by (A) the trust under a Trust Indenture dated September 2, 1957 made by Louie E. Roche, (B) the trust under a Trust Indenture dated August 23, 1957 made by Harvey Hubbell, and (C) any employee benefit plan (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) maintained by the Company or any affiliate of the Company;
  - (iii) the approval by the Company's stockholders of the merger or consolidation of the Company with any other corporation, the sale of substantially all of the assets of the Company or the liquidation or dissolution of the Company, unless, in the case of a merger or consolidation, the incumbent Directors in office immediately prior to such merger or consolidation will constitute at least 2/3 of the Directors of the surviving corporation of such merger or consolidation and any parent (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934) of such corporation; or



(iv) at least 2/3 of the incumbent Directors in office immediately prior to any other action proposed to be taken by the Company's stockholders determines that such proposed action, if taken, would constitute a change of control of the Company and such action is taken.

(b) "Continuing Director" shall mean any individual who is a member of the Company's Board of Directors on December 9, 1986 or was designated (before such person's initial election as a Director) as a Continuing Director by 2/3 of the then Continuing Directors.

(c) "Change of Control Transaction" shall mean the closing of the transaction constituting the Change of Control, which shall include, for purposes of the events described in Section 12.2(a)(iii), above, the consummation of the merger or consolidation approved by the Company's stockholders.

12.3 (a) Section 9.1 is deleted and the following is inserted in lieu thereof:

"The Plan shall be administered by the Compensation Committee which shall have full authority to interpret the Plan, to establish rules and regulations relating to the Plan, and to make all other determinations and take all other actions necessary or appropriate for the proper administration of the Plan. No member of the Compensation Committee, other than a Continuing Director, shall be eligible to participate in the Plan."

(b) New Section 6.3 is inserted as follows:

Payment of Benefits Upon the Occurrence of a Change of Control Transaction.

(a) Upon the occurrence of a Change of Control Transaction (as defined in Section 12.2(c) above), in the event that a Director retires or is otherwise separated from Service or a Director has previously retired or otherwise separated from Service and is, as of the date of the signing of any Change of Control Agreement (as hereinafter defined) receiving installment payments under the Plan, all retirement benefits hereunder shall, unless a Director has elected otherwise with respect to the time of payment in respect of a Change of Control, become payable in a lump sum on the 30th day after the later to occur of (i) the date of the Change of Control Transaction and (ii) the date of any such retirement or separation.

(b) During the period of ten days after the signing of any agreement (a "Change of Control Agreement") by the Company that would, upon the consummation of the transactions contemplated therein, result in a Change of Control, a Director shall be provided with the opportunity to elect to

receive payment of the amounts provided to him or her under this Plan in installment payments, payable in accordance with Section 6.1, above.

- (c) In the event that a Director does not elect to receive the payment of his or her benefits in installment payments, the Director's lump sum payment as provided for hereunder shall be calculated using the actuarial assumptions set forth on Exhibit A attached hereto.
- (c) In Section 11.3, all references to "Compensation Committee" are deleted and in lieu thereof is inserted the phrase "trustee under the trust, created pursuant to Section 8.1".
- (d) Section 11.4 is deleted.
- (e) Section 11.5 is deleted.
- (f) New Section 11.11 is inserted as follows:

"Notwithstanding any other provisions of the Plan to the contrary:

  - (i) the accrued benefit hereunder of any Eligible Director as of the date of a Change of Control may not be reduced;
  - (ii) any Service accrued by an Eligible Director as of the date of a Change of Control cannot be reduced;
  - (iii) no amendment or action of the Compensation Committee which affects any Eligible Director is valid and enforceable without the prior written consent of such Eligible Director; and
  - (iv) no termination of the Plan shall have the effect of reducing any benefits accrued under the Plan prior to such termination."

Adopted by the Board of Directors on March 12, 1984 and amended on December 9, 1986, March 12, 1990 and December 8, 1999.

EXHIBIT A  
ASSUMPTIONS

The assumptions to be used are those specified under Section 417(e) of the Internal Revenue Code of 1986, as amended, which assumptions are the minimum lump sum factors permitted to be used for calculating pension benefits under qualified defined benefit plans.

Benefit: Lump sum payment of unreduced benefit deferred to age 55, increased to reflect the 50% joint and survivor form.

Mortality Rates: The 1983 Group Annuity Mortality (1983 GAM) blend of 50% male and 50% female rates.

Interest Rate: 10-year treasury rate on the first day of the fourth quarter of the calendar year immediately prior to the date on which the Director retires or otherwise separates from Service.

## CONTINUITY AGREEMENT

This Agreement (the "Agreement") is dated as of December 27, 1999 by and between HUBBELL INCORPORATED, a Connecticut corporation (the "Company"), and G. JACKSON RATCLIFFE (the "Executive").

WHEREAS, the Company's Board of Directors considers the continued services of key executives of the Company to be in the best interests of the Company and its stockholders; and

WHEREAS, the Company's Board of Directors desires to assure, and has determined that it is appropriate and in the best interests of the Company and its stockholders to reinforce and encourage the continued attention and dedication of key executives of the Company to their duties of employment without personal distraction or conflict of interest in circumstances which could arise from the occurrence of a change in control of the Company; and

WHEREAS, the Company's Board of Directors has authorized the Company to enter into continuity agreements with those key executives of the Company and any of its respective subsidiaries (all of such entities, with the Company hereinafter referred to as an "Employer"), such agreements to set forth the severance compensation which the Company agrees under certain circumstances to pay such executives; and

WHEREAS, the Executive is a key executive of an Employer and has been designated by the Board as an executive to be offered such a continuity compensation agreement with the Company.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Term. This Agreement shall become effective on the date hereof and remain in effect until the second anniversary thereof; provided, however, that, thereafter, this Agreement shall automatically renew on each successive anniversary, unless an Employer provides the Executive, in writing, at least 180 days prior to the renewal date, notice that this Agreement shall not be renewed. Notwithstanding the foregoing, in the event that a Change in Control occurs at any time prior to the termination of this Agreement in accordance with the preceding sentence, this Agreement shall not terminate until the second anniversary of the Change in Control (or, if later, until the second anniversary of the consummation of the transaction(s) contemplated in the Change in Control).

2. Change in Control.

(a) No compensation or other benefit pursuant to Section 4 hereof shall be payable under this Agreement unless and until either (i) a Change in Control of the Company (as hereinafter defined) shall have occurred while the Executive is an employee of an Employer and the Executive's employment by an Employer thereafter shall have terminated in accordance with

Section 3 hereof or (ii) the Executive's employment by the Company shall have terminated in accordance with Section 3(a)(ii) hereof prior to the occurrence of the Change in Control.

- (b) For purposes of this Agreement:
- (i) "Change in Control" shall mean any one of the following:
  - (A) Continuing Directors no longer constitute at least 2/3 of the Directors;
  - (B) any person or group of persons (as defined in Rule 13d-5 under the Securities Exchange Act of 1934), together with its affiliates, becomes the beneficial owner, directly or indirectly, of twenty (20%) percent or more of the voting power of the then outstanding securities of the Company entitled to vote for the election of the Company's directors; provided that this Section 2 shall not apply with respect to any holding of securities by (I) the trust under a Trust Indenture dated September 2, 1957 made by Louie E. Roche, (II) the trust under a Trust Indenture dated August 23, 1957 made by Harvey Hubbell, and (III) any employee benefit plan (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) maintained by the Company or any affiliate of the Company;
  - (C) the approval by the Company's stockholders of the merger or consolidation of the Company with any other corporation, the sale of substantially all of the assets of the Company or the liquidation or dissolution of the Company, unless, in the case of a merger or consolidation, the incumbent Directors in office immediately prior to such merger or consolidation will constitute at least 2/3 of the Directors of the surviving corporation of such merger or consolidation and any parent (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934) of such corporation; or
  - (D) at least 2/3 of the incumbent Directors in office immediately prior to any other action proposed to be taken by the Company's stockholders determine that such proposed action, if taken, would constitute a change of control of the Company and such action is taken.
- (ii) "Continuing Director" shall mean any individual who is a member of the Company's Board of Directors on December 9, 1986 or was designated (before such person's initial election as a Director) as a Continuing Director by 2/3 of the then Continuing Directors.
- (iii) "Director" shall mean any individual who is a member of the Company's Board of Directors on the date the action in question was taken.

- (iv) "Change in Control Transaction" shall mean a Change in Control or, if later, the consummation of the transaction contemplated by the Change in Control.

3. Termination of Employment; Definitions.

(a) Termination without Cause by the Company or for Good Reason by the Executive. (i) The Executive shall be entitled to the compensation provided for in Section 4 hereof, if within two years after a Change in Control Transaction, the Executive's employment shall be terminated (A) by an Employer for any reason other than (I) the Executive's Disability or Retirement, (II) the Executive's death or (III) for Cause, or (B) by the Executive with Good Reason (as such terms are defined herein).

(ii) In addition, the Executive shall be entitled to the compensation provided for in Section 4 hereof if, (A) in the event that an agreement is signed which, if consummated, would result in a Change of Control and the Executive is terminated without Cause by the Company or terminates employment with Good Reason prior to the Change in Control, (B) such termination is at the direction of the acquiror or merger partner or otherwise in connection with the anticipated Change in Control, and (C) such Change in Control actually occurs.

(b) Disability. For purposes of this Agreement, "Disability" shall mean the Executive's absence from the full-time performance of the Executive's duties (as such duties existed immediately prior to such absence) for 180 consecutive business days, when the Executive is disabled as a result of incapacity due to physical or mental illness.

(c) Retirement. For purposes of this Agreement, "Retirement" shall mean the Executive's voluntary termination of employment pursuant to late, normal or early retirement under a pension plan sponsored by an Employer, as defined in such plan, but only if such retirement occurs prior to a termination by an Employer without Cause or by the Executive for Good Reason.

(d) Cause. For purposes of this Agreement, "Cause" shall mean:

(i) the willful and continued failure of the Executive to perform substantially all of his or her duties with an Employer (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to such Executive by the Board of Directors (the "Board") of the Company which specifically identifies the manner in which the Board believes that the Executive has not substantially performed his or her duties,

(ii) the willful engaging by the Executive in gross misconduct which is materially and demonstrably injurious to the Company or any Employer; or

(iii) the conviction of, or plea of guilty or nolo contendere to, a felony.

Termination of the Executive for Cause shall be made by delivery to the Executive of a copy of a resolution duly adopted by the affirmative vote of not less than a three-fourths majority of the non-employee Directors of the Company or of the ultimate parent of the entity which caused the Change in Control (if the Company has become a subsidiary) at a meeting of such Directors called and held for such purpose, after 30 days' prior written notice to the Executive specifying the basis for such termination and the particulars thereof and a reasonable opportunity for the Executive to cure or otherwise resolve the behavior in question prior to such meeting, finding that in the reasonable judgment of such Directors, the conduct or event set forth in any of clauses (i) through (iii) above has occurred and that such occurrence warrants the Executive's termination.

(e) Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence, within the Term of this Agreement, of any of the following without the Executive's express written consent:

(i) after a Change of Control, any reduction in the Executive's base salary from that which was in effect immediately prior to the Change of Control, any reduction in the Executive's annual cash bonus below such bonus paid or payable in respect of the calendar year immediately prior to the year in which the Change of Control occurs, or any reduction in the Executive's aggregate annual cash compensation (including base salary and bonus) from that which was in effect immediately prior to the Change of Control; or

(ii) after a Change of Control, the failure to increase (within 12 months of the last increase in base salary) the Executive's salary in an amount which at least equals, on a percentage basis, the average percentage of increase in base salary effected in the preceding 12 months (which period may include some period of time prior to the Change of Control) for all senior executives of the Company (unless such reduction is offset by an increase in the amount of annual cash bonus that is paid to the Executive); or

(iii) any material and adverse diminution in the Executives' duties, responsibilities, status, position or authority with the Company or any of its affiliates following a Change of Control; provided, however, that no such diminution shall be deemed to exist solely because of changes in Executive's duties, responsibilities or titles as a consequence of the Company ceasing to be a company with publicly-traded securities or becoming a wholly-owned subsidiary of another company; or

(iv) any relocation of the Executive's primary workplace to a location that is more than 35 miles from the Executive's primary workplace as of the date of this Agreement or the Company's requiring the Executive to be based anywhere other than the location at which the Executive performed his duties prior to the commencement of the Term; or

(v) any failure by the Company to obtain from any successor to the Company an agreement reasonably satisfactory to the Executive to assume and perform this Agreement, as contemplated by Section 10(a) hereof; or

(vii) during the thirty-day period immediately following the first anniversary of the Change in Control Transaction (or, if earlier, the Executive's attainment of age 65), the voluntary termination of employment by the Executive for any reason or no reason at all.

Notwithstanding the foregoing, in the event Executive provides the Company with a Notice of Termination (as defined below) referencing this Section 3(e) (with the exception of Section 3(e)(vii)), the Company shall have 30 days thereafter in which to cure or resolve the behavior otherwise constituting Good Reason. Any good faith determination by Executive that Good Reason exists shall be presumed correct and shall be binding upon the Company.

(f) Notice of Termination. Any purported termination of the Executive's employment (other than on account of Executive's death) with an Employer shall be communicated by a Notice of Termination to the Executive, if such termination is by an Employer, or to an Employer, if such termination is by the Executive. For purposes of this Agreement, "Notice of Termination" shall mean a written notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provisions so indicated; provided, however, that in connection with a termination for Good Reason under Section 3(e)(vii), no details shall be necessary other than reference to such Section. For purposes of this Agreement, no purported termination of Executive's employment with an Employer shall be effective without such a Notice of Termination having been given.

#### 4. Compensation Upon Termination.

Subject to Section 9 hereof, if within two years of a Change in Control Transaction, the Executive's employment with an Employer shall be terminated in accordance with Section 3(a) (the "Termination"), the Executive shall be entitled to the following payments and benefits:

(a) Severance. The Company shall pay or cause to be paid to the Executive a cash severance amount equal to (i) three times the sum of (A) the Executive's annual base salary on the date of the Change in Control (or, if higher, the annual base salary in effect immediately prior to the giving of the Notice of Termination), and (B) the highest of the actual bonuses paid or payable to the Executive under the Company's annual incentive Compensation plan in any of the three consecutive fiscal years prior to the year in which the Change in Control occurs, plus (ii) in lieu of the continuation of any of the Executive's perquisites as provided under the Executive's employment agreement, a cash payment equal to 35% of the Executive's annual base salary as in effect on the date of the Change in Control for each of the three years following the Change in Control. This cash severance amount shall be payable in a lump sum calculated without any discount.



(b) Additional Payments and Benefits. The Executive shall also be entitled to:

(i) a lump sum cash payment equal to the sum of (A) the Executive's accrued but unpaid annual base salary through the date of Termination, (B) the unpaid portion, if any, of bonuses previously earned by the Executive pursuant to the Company's annual incentive compensation plan, plus the pro rata portion of (I) the Bonus or (II) if payable, the target bonus to be paid for the year in which the date of Termination occurs, in either case (calculated through the date of Termination), and (C) an amount, if any, equal to compensation previously deferred (excluding any qualified plan deferral) and any accrued vacation pay, in each case, in full satisfaction of Executive's rights thereto; and

(ii) an annual benefit under the Company's Supplemental Retirement Plan (the "SERP"), calculated based on 10 years of service, unreduced for early retirement; and

(iii) continued medical, dental, vision, and life insurance coverage (excluding accident, death, and disability insurance) for the Executive and the Executive's eligible dependents pursuant to the terms of the Company's Key Man Supplemental Medical Plan, on the same basis as in effect prior to the Change in Control or the Executive's Termination, whichever is deemed to provide for more substantial benefits; and

(iv) all other accrued or vested benefits in accordance with the terms of the applicable plan (with an offset for any amounts paid under Section 4(b)(i)(C), above).

All lump sum payments under this Section 4 shall be paid within 10 business days after Executive's date of Termination; provided, however, that with respect to the SERP benefit set forth in Section 4(b)(ii), above, unless the Executive, during the ten day period after the Company signs any agreement that would, upon the consummation of the transactions contemplated therein, result in a Change of Control, elects to receive a lump sum payment equal to the present value of his SERP benefit (as calculated in Section 4(b)(ii) and otherwise in accordance with Exhibit A, as attached hereto), the Executive shall be entitled to receive the SERP benefit in installment payments (payable in accordance with the terms of the SERP), beginning upon the later to occur of (i) the date on which the Executive achieves age 55 and (ii) the date on which Executive's employment terminates in accordance with the terms hereunder.

(c) Outplacement. If so requested by the Executive, outplacement services shall be provided by a professional outplacement provider selected by Executive; provided, however, that such outplacement services shall be provided the Executive at a cost to the Company of not more than fifteen (15) percent of such Executive's annual base salary.

(d) Withholding. Payments and benefits provided pursuant to this Section 4 shall be subject to any applicable payroll and other taxes required to be withheld.

5. Compensation Upon Termination for Death, Disability or Retirement.

If an Executive's employment is terminated by reason of Death, Disability or Retirement prior to any other termination, Executive will receive:

(a) the sum of (i) Executive's accrued but unpaid salary through the date of Termination, (ii) the pro rata portion of the Executive's target bonus for the year of Executive's Death or Disability (calculated through the date of Termination), and (iii) an amount equal to any compensation previously deferred and any accrued vacation pay; and

(b) other accrued or vested benefits in accordance with the terms of the applicable plan (with an offset for any amounts paid under item (a)(iii), above.

6. Excess Parachute Excise Tax Payments.

(a) (i) If it is determined (as hereafter provided) that any payment or distribution by the Company or any Employer to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) by reason of being "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such excise tax (such tax or taxes, together with any such interest and penalties, are hereafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment or payments (a "Gross-Up Payment") in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax, imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments; provided, however, if the Executive's Payment is, when calculated on a net-after-tax basis, less than \$50,000 in excess of the amount of the Payment which could be paid to the Executive under Section 280G of the Code without causing the imposition of the Excise Tax, then the Payment shall be limited to the largest amount payable (as described above) without resulting in the imposition of any Excise Tax (such amount, the "Capped Amount").

(ii) Subject to the provisions of Section 6(a)(i) hereof, all determinations required to be made under this Section 6, including whether an Excise Tax is payable by the Executive and the amount of such Excise Tax and whether a Gross-Up Payment is required and the amount of such Gross-Up Payment, shall be made by the nationally recognized firm of certified public accountants (the "Accounting Firm") used by the Company prior to the Change in

Control (or, if such Accounting Firm declines to serve, the Accounting Firm shall be a nationally recognized firm of certified public accountants selected by the Executive). The Accounting Firm shall be directed by the Company or the Executive to submit its preliminary determination and detailed supporting calculations to both the Company and the Executive within 15 calendar days after the Termination Date, if applicable, and any other such time or times as may be requested by the Company or the Executive. If the Accounting Firm determines that any Excise Tax is payable by the Executive and that the criteria for reducing the Payment to the Capped Amount (as described in Section 6(a)(i) above) is met, then the Company shall reduce the Payment by the amount which, based on the Accounting Firm's determination and calculations, would provide the Executive with the Capped Amount, and pay to the Executive such reduced Payment. If the Accounting Firm determines that an Excise Tax is payable, without reduction pursuant to Section 6(a)(i), above, the Company shall pay the required Gross-Up Payment to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall, at the same time as it makes such determination, furnish the Executive with an opinion that he has substantial authority not to report any Excise Tax on his/her federal, state, local income or other tax return. Any determination by the Accounting Firm as to the amount of the Gross-Up Payment shall be binding upon the Company and the Executive absent a contrary determination by the Internal Revenue Services or a court of competent jurisdiction; provided, however, that no such determination shall eliminate or reduce the Company's obligation to provide any Gross-Up Payment that shall be due as a result of such contrary determination. As a result of the uncertainty in the application of Section 4999 of the Code (or any successor provision thereto) and the possibility of similar uncertainty regarding state or local tax law at the time of any determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments that will not have been made by the Company should have been made (an "Underpayment"), consistent with the calculations required to be made hereunder. In the event that the Company exhausts or fails to pursue its remedies pursuant to Section 6(a) hereof and the Executive thereafter is required to make a payment of any Excise Tax, the Executive shall direct the Accounting Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and the Executive as promptly as possible. Any such Underpayment shall be promptly paid by the Company to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations.

(iii) The Company and the Executive shall each provide the Accounting Firm access to and copies of any books, records and documents in the possession of the Company or the Executive, as the case may be, reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determination contemplated by Section 6(a) hereof.

(iv) The federal, state and local income or other tax returns filed by the Executive (or any filing made by a consolidated tax group which includes the Company) shall be prepared and filed on a consistent basis with the determination of the Accounting Firm with respect to the Excise Tax payable by the Executive. The Executive shall make proper payment of the amount of any Excise Tax, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of his/her federal income tax return as filed with the

Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of the Executive's federal income tax return, or corresponding state or local tax return, if relevant, the Accounting Firm determines that the amount of the Gross-Up Payment should be reduced, the Executive shall within five business days pay to the Company the amount of such reduction.

(v) The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by Sections 6(a)(ii) and (iv) hereof shall be borne by the Company. If such fees and expenses are initially advanced by the Executive, the Company shall reimburse the Executive the full amount of such fees and expenses within five business days after receipt from the Executive of a statement therefor and reasonable evidence of his/her payment thereof.

(b) In the event that the Internal Revenue Service claims that any payment or benefit received under this Agreement constitutes an "excess parachute payment," within the meaning of Section 280G(b)(1) of the Code, the Executive shall notify the Company in writing of such claim. Such notification shall be given as soon as practicable but no later than 10 business days after the Executive is informed in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30 day period following the date on which the Executive gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall (i) give the Company any information reasonably requested by the Company relating to such claim; (ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company and reasonably satisfactory to the Executive; (iii) cooperate with the Company in good faith in order to effectively contest such claim; and (iv) permit the Company to participate in any proceedings relating to such claim; provided, however, that the Company shall bear and pay directly all costs and expenses (including, but not limited to, additional interest and penalties and related legal, consulting or other similar fees) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for and against any Excise Tax or other tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses.

(c) The Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall

advance the amount of such payment to the Executive on an interest-free basis, and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or other tax (including interest and penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance; and provided, further, that if the Executive is required to extend the statute of limitations to enable the Company to contest such claim, the Executive may limit this extension solely to such contested amount. The Company's control of the contest shall be limited to issues with respect to which a corporate deduction would be disallowed pursuant to Section 280G of the Code and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority. In addition, no position may be taken nor any final resolution be agreed to by the Company without the Executive's consent if such position or resolution could reasonably be expected to adversely affect the Executive (including any other tax position of the Executive unrelated to matters covered hereby).

(d) If, after the receipt by the Executive of an amount advanced by the Company in connection with the contest of the Excise Tax claim, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto); provided, however, if the amount of that refund exceeds the amount advanced by the Company or it is otherwise determined for any reason that additional amounts could be paid to the Named Executive without incurring any Excise Tax, any such amount will be promptly paid by the Company to the named Executive. If, after the receipt by the Executive of an amount advanced by the Company in connection with an Excise Tax claim, a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest the denial of such refund prior to the expiration of 30 days after such determination, such advance shall be forgiven and shall not be required to be repaid and shall be deemed to be in consideration for services rendered after the date of the Termination.

7. Expenses. In addition to all other amounts payable to the Executive under this Agreement, the Company shall pay or reimburse the Executive for legal fees (including without limitation, any and all court costs and attorneys' fees and expenses) incurred by the Executive in connection with or as a result of any claim, action or proceeding brought by the Company or the Executive with respect to or arising out of this Agreement or any provision hereof; provided, however, that in the case of an action brought by the Executive, the Company shall have no obligation for any such legal fees, if the Company is successful in establishing with the court that the Executive's action was frivolous or otherwise without any reasonable legal or factual basis.

8. Obligations Absolute; Non-Exclusivity of Rights;  
Joint Several Liability.

(a) The obligations of the Company to make the payment to the Executive, and to make the arrangements, provided for herein shall be absolute and unconditional and shall not be reduced by any circumstances, including without limitation any set-off, counterclaim,

recoupment, defense or other right which the Company may have against the Executive or any third party at any time.

(b) Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Company or any other Employer and for which the Executive may qualify, nor shall anything herein limit or reduce such rights as the Executive may have under any agreements with the Company or any other Employer.

(c) Each entity included in the definition of "Employer" and any successors or assigns shall be joint and severally liable with the Company under this Agreement.

9. Not an Employment Agreement; Effect On Other Rights.

(a) This Agreement is not, and nothing herein shall be deemed to create, a contract of employment between the Executive and the Company. Any Employer may terminate the employment of the Executive at any time, subject to the terms of this Agreement and/or any employment agreement or arrangement between the Employer and the Executive that may then be in effect.

(b) With respect to any employment agreement with the Executive in effect immediately prior to the Change in Control, nothing herein shall have any effect on the Executive's rights thereunder; provided, however, that in the event of the Executive's termination of employment in accordance with Section 3 hereof, this Agreement shall govern solely for the purpose of providing the terms of all payments and additional benefits to which the Executive is entitled upon such termination and any payments or benefit provided thereunder shall reduce the corresponding type of payments or benefits hereunder. Notwithstanding the foregoing, in the event that the Executive's employment is terminated prior to the occurrence of a Change in Control under the circumstances provided for in Section 3(a)(ii) and such circumstances also entitle Executive to payments and benefits under any other employment or other agreement as in effect prior to the Change in Control ("Other Agreement"), then, until the Change in Control occurs, the Executive will receive the payments and benefits to which he/she is entitled under such Other Agreement. Upon the occurrence of the Change in Control, the Company will pay to the Executive in cash the amount to which he/she is entitled to under this Agreement (reduced by the amounts already paid under the Other Agreement) in respect of cash payments and shall provide or increase any other noncash benefits to those provided for hereunder (after taking into Account noncash benefits, if any, provided under such Other Agreement). Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan or program of the Company or any other Employer shall be payable in accordance with such plan or program, except as explicitly modified by this Agreement.

(c) With respect to any limited stock appreciation rights ("LSARs") granted to the Executive pursuant to the Company's 1973 Stock Option Plan for Key Executives held, as of the date of this Agreement, by the Executive, the Executive hereby agrees to the cancellation of

such LSARs in the event that the Change in Control contemplated hereunder is intended to be, and is otherwise, eligible for pooling-of-interests accounting treatment under APB No. 16.

10. Successors; Binding Agreement, Assignment.

(a) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business of the Company, by agreement to expressly, absolutely and unconditionally assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a material breach of this Agreement and shall entitle the Executive to terminate the Executive's employment with the Company or such successor for Good Reason immediately prior to or at any time after such succession. As used in this Agreement, "Company" shall mean (i) the Company as hereinbefore defined, and (ii) any successor to all the stock of the Company or to all or substantially all of the Company's business or assets which executes and delivers an agreement provided for in this Section 10(a) or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law, including any parent or subsidiary of such a successor.

(b) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amount would be payable to the Executive hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's estate or designated beneficiary. Neither this Agreement nor any right arising hereunder may be assigned or pledged by the Executive.

11. Notice. For purpose of this Agreement, notices and all other communications provided for in this Agreement or contemplated hereby shall be in writing and shall be deemed to have been duly given when personally delivered, delivered by a nationally recognized overnight delivery service or when mailed United States certified or registered mail, return receipt requested, postage prepaid, and addressed, in the case of the Company, to the Company at:

Hubbell Incorporated  
584 Derby Milford Road  
Orange, Connecticut 06477-4024  
Attention: General Counsel

and in the case of the Executive, to the Executive at the address set forth on the execution page at the end hereof.

Either party may designate a different address by giving notice of change of address in the manner provided above, except that notices of change of address shall be effective only upon receipt.

12. Confidentiality. The Executive shall retain in confidence any and all confidential information concerning the Company and its respective business which is now known or hereafter becomes known to the Executive, except as otherwise required by law and except information (i) ascertainable or obtained from public information, (ii) received by the Executive at any time after the Executive's employment by the Company shall have terminated, from a third party not employed by or otherwise affiliated with the Company or (iii) which is or becomes known to the public by any means other than a breach of this Section 12. Upon the Termination of employment, the Executive will not take or keep any proprietary or confidential information or documentation belonging to the Company.

13. Miscellaneous. No provision of this Agreement may be amended, altered, modified, waived or discharged unless such amendment, alteration, modification, waiver or discharge is agreed to in writing signed by the Executive and such officer of the Company as shall be specifically designated by the Committee or by the Board of Directors of the Company. No waiver by either party, at any time, of any breach by the other party of, or of compliance by the other party with, any condition or provision of this Agreement to be performed or complied with by such other party shall be deemed a waiver of any similar or dissimilar provision or condition of this Agreement or any other breach of or failure to comply with the same condition or provision at the same time or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

14. Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, each party hereto waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

15. Governing Law; Venue. The validity, interpretation, construction and performance of this Agreement shall be governed on a non-exclusive basis by the laws of the State of Connecticut without giving effect to its conflict of laws rules. For purposes of jurisdiction and venue, the Company and each Employer hereby consents to jurisdiction and venue in any suit, action or proceeding with respect to this Agreement in any court of competent jurisdiction in the state in which Executive resides at the commencement of such suit, action or proceeding and waives any objection, challenge or dispute as to such jurisdiction or venue being proper.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall be deemed to constitute one and the same instrument.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HUBBELL INCORPORATED

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

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

\_\_\_\_\_  
Executive

\_\_\_\_\_  
\_\_\_\_\_  
Address

EXHIBIT A  
ASSUMPTIONS

The assumptions to be used are those specified under Section 417(e) of the Internal Revenue Code of 1986, as amended, which assumptions are the minimum lump sum factors permitted to be used for calculating pension benefits under qualified defined benefit plans.

Benefit:	Lump sum payment of unreduced benefit deferred to age 55, increased to reflect the 50% joint and survivor form.
Mortality Rates:	The 1983 Group Annuity Mortality (1983 GAM) blend of 50% male and 50% female rates.
Interest Rate:	10-year treasury rate on the first day of the fourth quarter of the calendar year immediately prior to the date on which the Executive retires or otherwise separates from Service.
Other:	3% annual Social Security wage base increase. 2.5% annual CPI increase. 5% annual salary increase.
Qualified Plan Offset:	Amount actually payable at age 55 (or, if higher, the participants actual age as of the date of termination of employment).

## CONTINUITY AGREEMENT

This Agreement (the "Agreement") is dated as of December 27, 1999 by and between HUBBELL INCORPORATED, a Connecticut corporation (the "Company"), and HARRY B. ROWELL (the "Executive").

WHEREAS, the Company's Board of Directors considers the continued services of key executives of the Company to be in the best interests of the Company and its stockholders; and

WHEREAS, the Company's Board of Directors desires to assure, and has determined that it is appropriate and in the best interests of the Company and its stockholders to reinforce and encourage the continued attention and dedication of key executives of the Company to their duties of employment without personal distraction or conflict of interest in circumstances which could arise from the occurrence of a change in control of the Company; and

WHEREAS, the Company's Board of Directors has authorized the Company to enter into continuity agreements with those key executives of the Company and any of its respective subsidiaries (all of such entities, with the Company hereinafter referred to as an "Employer"), such agreements to set forth the severance compensation which the Company agrees under certain circumstances to pay such executives; and

WHEREAS, the Executive is a key executive of an Employer and has been designated by the Board as an executive to be offered such a continuity compensation agreement with the Company.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Term. This Agreement shall become effective on the date hereof and remain in effect until the second anniversary thereof; provided, however, that, thereafter, this Agreement shall automatically renew on each successive anniversary, unless an Employer provides the Executive, in writing, at least 180 days prior to the renewal date, notice that this Agreement shall not be renewed. Notwithstanding the foregoing, in the event that a Change in Control occurs at any time prior to the termination of this Agreement in accordance with the preceding sentence, this Agreement shall not terminate until the second anniversary of the Change in Control (or, if later, until the second anniversary of the consummation of the transaction(s) contemplated in the Change in Control).

2. Change in Control.

(a) No compensation or other benefit pursuant to Section 4 hereof shall be payable under this Agreement unless and until either (i) a Change in Control of the Company (as hereinafter defined) shall have occurred while the Executive is an employee of an Employer and

the Executive's employment by an Employer thereafter shall have terminated in accordance with Section 3 hereof or (ii) the Executive's employment by the Company shall have terminated in accordance with Section 3(a)(ii) hereof prior to the occurrence of the Change in Control.

- (b) For purposes of this Agreement:
  - (i) "Change in Control" shall mean any one of the following:
    - (A) Continuing Directors no longer constitute at least 2/3 of the Directors;
    - (B) any person or group of persons (as defined in Rule 13d-5 under the Securities Exchange Act of 1934), together with its affiliates, becomes the beneficial owner, directly or indirectly, of twenty (20%) percent or more of the voting power of the then outstanding securities of the Company entitled to vote for the election of the Company's directors; provided that this Section 2 shall not apply with respect to any holding of securities by (I) the trust under a Trust Indenture dated September 2, 1957 made by Louie E. Roche, (II) the trust under a Trust Indenture dated August 23, 1957 made by Harvey Hubbell, and (III) any employee benefit plan (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) maintained by the Company or any affiliate of the Company;
    - (C) the approval by the Company's stockholders of the merger or consolidation of the Company with any other corporation, the sale of substantially all of the assets of the Company or the liquidation or dissolution of the Company, unless, in the case of a merger or consolidation, the incumbent Directors in office immediately prior to such merger or consolidation will constitute at least 2/3 of the Directors of the surviving corporation of such merger or consolidation and any parent (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934) of such corporation; or
    - (D) at least 2/3 of the incumbent Directors in office immediately prior to any other action proposed to be taken by the Company's stockholders determine that such proposed action, if taken, would constitute a change of control of the Company and such action is taken.
  - (ii) "Continuing Director" shall mean any individual who is a member of the Company's Board of Directors on December 9, 1986 or was designated (before such person's initial election as a Director) as a Continuing Director by 2/3 of the then Continuing Directors.
  - (iii) "Director" shall mean any individual who is a member of the Company's Board of Directors on the date the action in question was taken.

- (iv) "Change in Control Transaction" shall mean a Change in Control or, if later, the consummation of the transaction contemplated by the Change in Control.

3. Termination of Employment; Definitions.

(a) Termination without Cause by the Company or for Good Reason by the Executive. (i) The Executive shall be entitled to the compensation provided for in Section 4 hereof, if within two years after a Change in Control Transaction, the Executive's employment shall be terminated (A) by an Employer for any reason other than (I) the Executive's Disability or Retirement, (II) the Executive's death or (III) for Cause, or (B) by the Executive with Good Reason (as such terms are defined herein).

(ii) In addition, the Executive shall be entitled to the compensation provided for in Section 4 hereof if, (A) in the event that an agreement is signed which, if consummated, would result in a Change of Control and the Executive is terminated without Cause by the Company or terminates employment with Good Reason prior to the Change in Control, (B) such termination is at the direction of the acquiror or merger partner or otherwise in connection with the anticipated Change in Control, and (C) such Change in Control actually occurs.

(b) Disability. For purposes of this Agreement, "Disability" shall mean the Executive's absence from the full-time performance of the Executive's duties (as such duties existed immediately prior to such absence) for 180 consecutive business days, when the Executive is disabled as a result of incapacity due to physical or mental illness.

(c) Retirement. For purposes of this Agreement, "Retirement" shall mean the Executive's voluntary termination of employment pursuant to late, normal or early retirement under a pension plan sponsored by an Employer, as defined in such plan, but only if such retirement occurs prior to a termination by an Employer without Cause or by the Executive for Good Reason.

(d) Cause. For purposes of this Agreement, "Cause" shall mean:

(i) the willful and continued failure of the Executive to perform substantially all of his or her duties with an Employer (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to such Executive by the Board of Directors (the "Board") of the Company which specifically identifies the manner in which the Board believes that the Executive has not substantially performed his or her duties,

(ii) the willful engaging by the Executive in gross misconduct which is materially and demonstrably injurious to the Company or any Employer; or

(iii) the conviction of, or plea of guilty or nolo contendere to, a felony.

Termination of the Executive for Cause shall be made by delivery to the Executive of a copy of a resolution duly adopted by the affirmative vote of not less than a three-fourths majority of the non-employee Directors of the Company or of the ultimate parent of the entity which caused the Change in Control (if the Company has become a subsidiary) at a meeting of such Directors called and held for such purpose, after 30 days' prior written notice to the Executive specifying the basis for such termination and the particulars thereof and a reasonable opportunity for the Executive to cure or otherwise resolve the behavior in question prior to such meeting, finding that in the reasonable judgment of such Directors, the conduct or event set forth in any of clauses (i) through (iii) above has occurred and that such occurrence warrants the Executive's termination.

(e) Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence, within the Term of this Agreement, of any of the following without the Executive's express written consent:

(i) after a Change of Control, any reduction in the Executive's base salary from that which was in effect immediately prior to the Change of Control, any reduction in the Executive's annual cash bonus below such bonus paid or payable in respect of the calendar year immediately prior to the year in which the Change of Control occurs, or any reduction in the Executive's aggregate annual cash compensation (including base salary and bonus) from that which was in effect immediately prior to the Change of Control; or

(ii) after a Change of Control, the failure to increase (within 12 months of the last increase in base salary) the Executive's salary in an amount which at least equals, on a percentage basis, the average percentage of increase in base salary effected in the preceding 12 months (which period may include some period of time prior to the Change of Control) for all senior executives of the Company (unless such reduction is offset by an increase in the amount of annual cash bonus that is paid to the Executive); or

(iii) any material and adverse diminution in the Executives' duties, responsibilities, status, position or authority with the Company or any of its affiliates following a Change of Control; provided, however, that no such diminution shall be deemed to exist solely because of changes in Executive's duties, responsibilities or titles as a consequence of the Company ceasing to be a company with publicly-traded securities or becoming a wholly-owned subsidiary of another company; or

(iv) any relocation of the Executive's primary workplace to a location that is more than 35 miles from the Executive's primary workplace as of the date of this Agreement or the Company's requiring the Executive to be based anywhere other than the location at which the Executive performed his duties prior to the commencement of the Term; or

(v) any failure by the Company to obtain from any successor to the Company an agreement reasonably satisfactory to the Executive to assume and perform this Agreement, as contemplated by Section 10(a) hereof; or

(vii) during the thirty-day period immediately following the first anniversary of the Change in Control Transaction, the voluntary termination of employment by the Executive for any reason or no reason at all.

Notwithstanding the foregoing, in the event Executive provides the Company with a Notice of Termination (as defined below) referencing this Section 3(e) (with the exception of Section 3(e)(vii)), the Company shall have 30 days thereafter in which to cure or resolve the behavior otherwise constituting Good Reason. Any good faith determination by Executive that Good Reason exists shall be presumed correct and shall be binding upon the Company.

(f) Notice of Termination. Any purported termination of the Executive's employment (other than on account of Executive's death) with an Employer shall be communicated by a Notice of Termination to the Executive, if such termination is by an Employer, or to an Employer, if such termination is by the Executive. For purposes of this Agreement, "Notice of Termination" shall mean a written notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provisions so indicated; provided, however, that in connection with a termination for Good Reason under Section 3(e)(vii), no details shall be necessary other than reference to such Section. For purposes of this Agreement, no purported termination of Executive's employment with an Employer shall be effective without such a Notice of Termination having been given.

#### 4. Compensation Upon Termination.

Subject to Section 9 hereof, if within two years of a Change in Control Transaction, the Executive's employment with an Employer shall be terminated in accordance with Section 3(a) (the "Termination"), the Executive shall be entitled to the following payments and benefits:

(a) Severance. The Company shall pay or cause to be paid to the Executive a cash severance amount equal to three times the sum of (i) the Executive's annual base salary on the date of the Change in Control (or, if higher, the annual base salary in effect immediately prior to the giving of the Notice of Termination), and (ii) the highest of the actual bonuses paid or payable to the Executive under the Company's annual incentive Compensation plan in any of the three consecutive fiscal years prior to the year in which the Change in Control occurs. This cash severance amount shall be payable in a lump sum calculated without any discount.

(b) Additional Payments and Benefits. The Executive shall also be entitled to:

(i) a lump sum cash payment equal to the sum of (A) the Executive's accrued but unpaid annual base salary through the date of Termination, (B) the unpaid portion, if any, of bonuses previously earned by the Executive pursuant to the Company's annual incentive compensation plan, plus the pro rata portion of (I) the Bonus or (II) if payable, the target bonus to be paid for the year in which the date of Termination occurs, in either case (calculated through the date of Termination), and (C) an amount, if any, equal to compensation previously deferred (excluding any qualified plan deferral) and any accrued vacation pay, in each case, in full satisfaction of Executive's rights thereto; and

(ii) an annual benefit under the Company's Supplemental Retirement Plan (the "SERP"), calculated based on 10 years of service, unreduced for early retirement thereunder; and

(iii) continued medical, dental, vision, and life insurance coverage (excluding accident, death, and disability insurance) for the Executive and the Executive's eligible dependents pursuant to the terms of the Company's Key Man Supplemental Medical Plan, on the same basis as in effect prior to the Change in Control or the Executive's Termination, whichever is deemed to provide for more substantial benefits; and

(iv) for a period ending on the earlier of (A) the end of the third anniversary of the date of the Executive's Termination (B) the commencement of comparable coverage by the Executive with a subsequent employer, continuation of the Executive's perquisites, including the provision of an automobile and payment of all related expenses (including maintenance, other than gas), annual social and/or health club dues, and tax and financial planning services, as in effect immediately prior to the Change of Control; and

(v) all other accrued or vested benefits in accordance with the terms of the applicable plan (with an offset for any amounts paid under Section 4(b)(i)(C), above).

All lump sum payments under this Section 4 shall be paid within 10 business days after Executive's date of Termination; provided, however, that with respect to the SERP benefit set forth in Section 4(b)(ii), above, unless the Executive, during the ten day period after the Company signs any agreement that would, upon the consummation of the transactions contemplated therein, result in a Change of Control, elects to receive a lump sum payment equal to the present value of his SERP benefit (as calculated in Section 4(b)(ii) and otherwise in accordance with Exhibit A, as attached hereto), the Executive shall be entitled to receive the SERP benefit in installment payments (payable in accordance with the terms of the SERP), beginning upon the later to occur of (i) the date on which the Executive achieves age 55 and (ii) the date on which Executive's employment terminates in accordance with the terms hereunder.



(c) Outplacement. If so requested by the Executive, outplacement services shall be provided by a professional outplacement provider selected by Executive; provided, however, that such outplacement services shall be provided the Executive at a cost to the Company of not more than fifteen (15) percent of such Executive's annual base salary.

(d) Withholding. Payments and benefits provided pursuant to this Section 4 shall be subject to any applicable payroll and other taxes required to be withheld.

5. Compensation Upon Termination for Death, Disability or Retirement.

If an Executive's employment is terminated by reason of Death, Disability or Retirement prior to any other termination, Executive will receive:

(a) the sum of (i) Executive's accrued but unpaid salary through the date of Termination, (ii) the pro rata portion of the Executive's target bonus for the year of Executive's Death or Disability (calculated through the date of Termination), and (iii) an amount equal to any compensation previously deferred and any accrued vacation pay; and

(b) other accrued or vested benefits in accordance with the terms of the applicable plan (with an offset for any amounts paid under item (a)(iii), above.

6. Excess Parachute Excise Tax Payments.

(a) (i) If it is determined (as hereafter provided) that any payment or distribution by the Company or any Employer to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) by reason of being "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such excise tax (such tax or taxes, together with any such interest and penalties, are hereafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment or payments (a "Gross-Up Payment") in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax, imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments; provided, however, if the Executive's Payment is, when calculated on a net-after-tax basis, less than \$50,000 in excess of the amount of the Payment which could be paid to the Executive under Section 280G of the Code without causing the imposition of the Excise Tax, then the Payment shall be limited to the largest amount payable (as described above) without resulting in the imposition of any Excise Tax (such amount, the "Capped Amount").

(ii) Subject to the provisions of Section 6(a)(i) hereof, all determinations required to be made under this Section 6, including whether an Excise Tax is payable by the Executive and the amount of such Excise Tax and whether a Gross-Up Payment is required and the amount of such Gross-Up Payment, shall be made by the nationally recognized firm of certified public accountants (the "Accounting Firm") used by the Company prior to the Change in Control (or, if such Accounting Firm declines to serve, the Accounting Firm shall be a nationally recognized firm of certified public accountants selected by the Executive). The Accounting Firm shall be directed by the Company or the Executive to submit its preliminary determination and detailed supporting calculations to both the Company and the Executive within 15 calendar days after the Termination Date, if applicable, and any other such time or times as may be requested by the Company or the Executive. If the Accounting Firm determines that any Excise Tax is payable by the Executive and that the criteria for reducing the Payment to the Capped Amount (as described in Section 6(a)(i) above) is met, then the Company shall reduce the Payment by the amount which, based on the Accounting Firm's determination and calculations, would provide the Executive with the Capped Amount, and pay to the Executive such reduced Payment. If the Accounting Firm determines that an Excise Tax is payable, without reduction pursuant to Section 6(a)(i), above, the Company shall pay the required Gross-Up Payment to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall, at the same time as it makes such determination, furnish the Executive with an opinion that he has substantial authority not to report any Excise Tax on his/her federal, state, local income or other tax return. Any determination by the Accounting Firm as to the amount of the Gross-Up Payment shall be binding upon the Company and the Executive absent a contrary determination by the Internal Revenue Services or a court of competent jurisdiction; provided, however, that no such determination shall eliminate or reduce the Company's obligation to provide any Gross-Up Payment that shall be due as a result of such contrary determination. As a result of the uncertainty in the application of Section 4999 of the Code (or any successor provision thereto) and the possibility of similar uncertainty regarding state or local tax law at the time of any determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments that will not have been made by the Company should have been made (an "Underpayment"), consistent with the calculations required to be made hereunder. In the event that the Company exhausts or fails to pursue its remedies pursuant to Section 6(a) hereof and the Executive thereafter is required to make a payment of any Excise Tax, the Executive shall direct the Accounting Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and the Executive as promptly as possible. Any such Underpayment shall be promptly paid by the Company to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations.

(iii) The Company and the Executive shall each provide the Accounting Firm access to and copies of any books, records and documents in the possession of the Company or the Executive, as the case may be, reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determination contemplated by Section 6(a) hereof.

(iv) The federal, state and local income or other tax returns filed by the Executive (or any filing made by a consolidated tax group which includes the Company) shall be prepared and filed on a consistent basis with the determination of the Accounting Firm with respect to the Excise Tax payable by the Executive. The Executive shall make proper payment of the amount of any Excise Tax, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of his/her federal income tax return as filed with the Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of the Executive's federal income tax return, or corresponding state or local tax return, if relevant, the Accounting Firm determines that the amount of the Gross-Up Payment should be reduced, the Executive shall within five business days pay to the Company the amount of such reduction.

(v) The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by Sections 6(a)(ii) and (iv) hereof shall be borne by the Company. If such fees and expenses are initially advanced by the Executive, the Company shall reimburse the Executive the full amount of such fees and expenses within five business days after receipt from the Executive of a statement therefor and reasonable evidence of his/her payment thereof.

(b) In the event that the Internal Revenue Service claims that any payment or benefit received under this Agreement constitutes an "excess parachute payment," within the meaning of Section 280G(b)(1) of the Code, the Executive shall notify the Company in writing of such claim. Such notification shall be given as soon as practicable but no later than 10 business days after the Executive is informed in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30 day period following the date on which the Executive gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall (i) give the Company any information reasonably requested by the Company relating to such claim; (ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company and reasonably satisfactory to the Executive; (iii) cooperate with the Company in good faith in order to effectively contest such claim; and (iv) permit the Company to participate in any proceedings relating to such claim; provided, however, that the Company shall bear and pay directly all costs and expenses (including, but not limited to, additional interest and penalties and related legal, consulting or other similar fees) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for and against any Excise Tax or other tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses.

(c) The Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals,

proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance the amount of such payment to the Executive on an interest-free basis, and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or other tax (including interest and penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance; and provided, further, that if the Executive is required to extend the statute of limitations to enable the Company to contest such claim, the Executive may limit this extension solely to such contested amount. The Company's control of the contest shall be limited to issues with respect to which a corporate deduction would be disallowed pursuant to Section 280G of the Code and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority. In addition, no position may be taken nor any final resolution be agreed to by the Company without the Executive's consent if such position or resolution could reasonably be expected to adversely affect the Executive (including any other tax position of the Executive unrelated to matters covered hereby).

(d) If, after the receipt by the Executive of an amount advanced by the Company in connection with the contest of the Excise Tax claim, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto); provided, however, if the amount of that refund exceeds the amount advanced by the Company or it is otherwise determined for any reason that additional amounts could be paid to the Named Executive without incurring any Excise Tax, any such amount will be promptly paid by the Company to the named Executive. If, after the receipt by the Executive of an amount advanced by the Company in connection with an Excise Tax claim, a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest the denial of such refund prior to the expiration of 30 days after such determination, such advance shall be forgiven and shall not be required to be repaid and shall be deemed to be in consideration for services rendered after the date of the Termination.

7. Expenses. In addition to all other amounts payable to the Executive under this Agreement, the Company shall pay or reimburse the Executive for legal fees (including without limitation, any and all court costs and attorneys' fees and expenses) incurred by the Executive in connection with or as a result of any claim, action or proceeding brought by the Company or the Executive with respect to or arising out of this Agreement or any provision hereof; provided, however, that in the case of an action brought by the Executive, the Company shall have no obligation for any such legal fees, if the Company is successful in establishing with the court that the Executive's action was frivolous or otherwise without any reasonable legal or factual basis.

8. Obligations Absolute; Non-Exclusivity of Rights;  
Joint Several Liability.

(a) The obligations of the Company to make the payment to the Executive, and to make the arrangements, provided for herein shall be absolute and unconditional and shall not be reduced by any circumstances, including without limitation any set-off, counterclaim, recoupment, defense or other right which the Company may have against the Executive or any third party at any time.

(b) Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Company or any other Employer and for which the Executive may qualify, nor shall anything herein limit or reduce such rights as the Executive may have under any agreements with the Company or any other Employer.

(c) Each entity included in the definition of "Employer" and any successors or assigns shall be joint and severally liable with the Company under this Agreement.

9. Not an Employment Agreement; Effect On Other Rights.

(a) This Agreement is not, and nothing herein shall be deemed to create, a contract of employment between the Executive and the Company. Any Employer may terminate the employment of the Executive at any time, subject to the terms of this Agreement and/or any employment agreement or arrangement between the Employer and the Executive that may then be in effect.

(b) With respect to any employment agreement with the Executive in effect immediately prior to the Change in Control, nothing herein shall have any effect on the Executive's rights thereunder; provided, however, that in the event of the Executive's termination of employment in accordance with Section 3 hereof, this Agreement shall govern solely for the purpose of providing the terms of all payments and additional benefits to which the Executive is entitled upon such termination and any payments or benefit provided thereunder shall reduce the corresponding type of payments or benefits hereunder. Notwithstanding the foregoing, in the event that the Executive's employment is terminated prior to the occurrence of a Change in Control under the circumstances provided for in Section 3(a)(ii) and such circumstances also entitle Executive to payments and benefits under any other employment or other agreement as in effect prior to the Change in Control ("Other Agreement"), then, until the Change in Control occurs, the Executive will receive the payments and benefits to which he/she is entitled under such Other Agreement. Upon the occurrence of the Change in Control, the Company will pay to the Executive in cash the amount to which he/she is entitled to under this Agreement (reduced by the amounts already paid under the Other Agreement) in respect of cash payments and shall provide or increase any other noncash benefits to those provided for hereunder (after taking into Account noncash benefits, if any, provided under such Other Agreement). Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan or program of the Company or any other Employer shall be payable in accordance with such plan or program, except as explicitly modified by this Agreement.

(c) With respect to any limited stock appreciation rights ("LSARs") granted to the Executive pursuant to the Company's 1973 Stock Option Plan for Key Executives held, as of the date of this Agreement, by the Executive, the Executive hereby agrees to the cancellation of such LSARs in the event that the Change in Control contemplated hereunder is intended to be, and is otherwise, eligible for pooling-of-interests accounting treatment under APB No. 16.

10. Successors; Binding Agreement, Assignment.

(a) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business of the Company, by agreement to expressly, absolutely and unconditionally assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a material breach of this Agreement and shall entitle the Executive to terminate the Executive's employment with the Company or such successor for Good Reason immediately prior to or at any time after such succession. As used in this Agreement, "Company" shall mean (i) the Company as hereinbefore defined, and (ii) any successor to all the stock of the Company or to all or substantially all of the Company's business or assets which executes and delivers an agreement provided for in this Section 10(a) or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law, including any parent or subsidiary of such a successor.

(b) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amount would be payable to the Executive hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's estate or designated beneficiary. Neither this Agreement nor any right arising hereunder may be assigned or pledged by the Executive.

11. Notice. For purpose of this Agreement, notices and all other communications provided for in this Agreement or contemplated hereby shall be in writing and shall be deemed to have been duly given when personally delivered, delivered by a nationally recognized overnight delivery service or when mailed United States certified or registered mail, return receipt requested, postage prepaid, and addressed, in the case of the Company, to the Company at:

Hubbell Incorporated  
584 Derby Milford Road  
Orange, Connecticut 06477-4024  
Attention: General Counsel

and in the case of the Executive, to the Executive at the address set forth on the execution page at the end hereof.

Either party may designate a different address by giving notice of change of address in the manner provided above, except that notices of change of address shall be effective only upon receipt.

12. Confidentiality. The Executive shall retain in confidence any and all confidential information concerning the Company and its respective business which is now known or hereafter becomes known to the Executive, except as otherwise required by law and except information (i) ascertainable or obtained from public information, (ii) received by the Executive at any time after the Executive's employment by the Company shall have terminated, from a third party not employed by or otherwise affiliated with the Company or (iii) which is or becomes known to the public by any means other than a breach of this Section 12. Upon the Termination of employment, the Executive will not take or keep any proprietary or confidential information or documentation belonging to the Company.

13. Miscellaneous. No provision of this Agreement may be amended, altered, modified, waived or discharged unless such amendment, alteration, modification, waiver or discharge is agreed to in writing signed by the Executive and such officer of the Company as shall be specifically designated by the Committee or by the Board of Directors of the Company. No waiver by either party, at any time, of any breach by the other party of, or of compliance by the other party with, any condition or provision of this Agreement to be performed or complied with by such other party shall be deemed a waiver of any similar or dissimilar provision or condition of this Agreement or any other breach of or failure to comply with the same condition or provision at the same time or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

14. Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, each party hereto waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

15. Governing Law; Venue. The validity, interpretation, construction and performance of this Agreement shall be governed on a non-exclusive basis by the laws of the State of Connecticut without giving effect to its conflict of laws rules. For purposes of jurisdiction and venue, the Company and each Employer hereby consents to jurisdiction and venue in any suit, action or proceeding with respect to this Agreement in any court of competent jurisdiction in the state in which Executive resides at the commencement of such suit, action or proceeding and waives any objection, challenge or dispute as to such jurisdiction or venue being proper.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HUBBELL INCORPORATED

By:

-----

Title:

-----

-----  
Executive

-----

-----  
Address



## EXHIBIT A

## ASSUMPTIONS

The assumptions to be used are those specified under Section 417(e) of the Internal Revenue Code of 1986, as amended, which assumptions are the minimum lump sum factors permitted to be used for calculating pension benefits under qualified defined benefit plans.

Benefit: Lump sum payment of unreduced benefit deferred to age 55, increased to reflect the 50% joint and survivor form.

Mortality Rates: The 1983 Group Annuity Mortality (1983 GAM) blend of 50% male and 50% female rates.

Interest Rate: 10-year treasury rate on the first day of the fourth quarter of the calendar year immediately prior to the date on which the Executive retires or otherwise separates from Service.

Other: 3% annual Social Security wage base increase.  
2.5% annual CPI increase.  
5% annual salary increase.

Qualified Plan Offset: Amount actually payable at age 55 (or, if higher, the participants actual age as of the date of termination of employment).

## CONTINUITY AGREEMENT

This Agreement (the "Agreement") is dated as of December 27, 1999 by and between HUBBELL INCORPORATED, a Connecticut corporation (the "Company"), and TIMOTHY H. POWERS (the "Executive").

WHEREAS, the Company's Board of Directors considers the continued services of key executives of the Company to be in the best interests of the Company and its stockholders; and

WHEREAS, the Company's Board of Directors desires to assure, and has determined that it is appropriate and in the best interests of the Company and its stockholders to reinforce and encourage the continued attention and dedication of key executives of the Company to their duties of employment without personal distraction or conflict of interest in circumstances which could arise from the occurrence of a change in control of the Company; and

WHEREAS, the Company's Board of Directors has authorized the Company to enter into continuity agreements with those key executives of the Company and any of its respective subsidiaries (all of such entities, with the Company hereinafter referred to as an "Employer"), such agreements to set forth the severance compensation which the Company agrees under certain circumstances to pay such executives; and

WHEREAS, the Executive is a key executive of an Employer and has been designated by the Board as an executive to be offered such a continuity compensation agreement with the Company.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Term. This Agreement shall become effective on the date hereof and remain in effect until the second anniversary thereof; provided, however, that, thereafter, this Agreement shall automatically renew on each successive anniversary, unless an Employer provides the Executive, in writing, at least 180 days prior to the renewal date, notice that this Agreement shall not be renewed. Notwithstanding the foregoing, in the event that a Change in Control occurs at any time prior to the termination of this Agreement in accordance with the preceding sentence, this Agreement shall not terminate until the second anniversary of the Change in Control (or, if later, until the second anniversary of the consummation of the transaction(s) contemplated in the Change in Control).

2. Change in Control.

(a) No compensation or other benefit pursuant to Section 4 hereof shall be payable under this Agreement unless and until either (i) a Change in Control of the Company (as hereinafter defined) shall have occurred while the Executive is an employee of an Employer and the Executive's employment by an Employer thereafter shall have terminated in accordance with

Section 3 hereof or (ii) the Executive's employment by the Company shall have terminated in accordance with Section 3(a)(ii) hereof prior to the occurrence of the Change in Control.

- (b) For purposes of this Agreement:
- (i) "Change in Control" shall mean any one of the following:
  - (A) Continuing Directors no longer constitute at least 2/3 of the Directors;
  - (B) any person or group of persons (as defined in Rule 13d-5 under the Securities Exchange Act of 1934), together with its affiliates, becomes the beneficial owner, directly or indirectly, of twenty (20%) percent or more of the voting power of the then outstanding securities of the Company entitled to vote for the election of the Company's directors; provided that this Section 2 shall not apply with respect to any holding of securities by (I) the trust under a Trust Indenture dated September 2, 1957 made by Louie E. Roche, (II) the trust under a Trust Indenture dated August 23, 1957 made by Harvey Hubbell, and (III) any employee benefit plan (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) maintained by the Company or any affiliate of the Company;
  - (C) the approval by the Company's stockholders of the merger or consolidation of the Company with any other corporation, the sale of substantially all of the assets of the Company or the liquidation or dissolution of the Company, unless, in the case of a merger or consolidation, the incumbent Directors in office immediately prior to such merger or consolidation will constitute at least 2/3 of the Directors of the surviving corporation of such merger or consolidation and any parent (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934) of such corporation; or
  - (D) at least 2/3 of the incumbent Directors in office immediately prior to any other action proposed to be taken by the Company's stockholders determine that such proposed action, if taken, would constitute a change of control of the Company and such action is taken.
- (ii) "Continuing Director" shall mean any individual who is a member of the Company's Board of Directors on December 9, 1986 or was designated (before such person's initial election as a Director) as a Continuing Director by 2/3 of the then Continuing Directors.
- (iii) "Director" shall mean any individual who is a member of the Company's Board of Directors on the date the action in question was taken.

- (iv) "Change in Control Transaction" shall mean a Change in Control or, if later, the consummation of the transaction contemplated by the Change in Control.

3. Termination of Employment; Definitions.

(a) Termination without Cause by the Company or for Good Reason by the Executive. (i) The Executive shall be entitled to the compensation provided for in Section 4 hereof, if within two years after a Change in Control Transaction, the Executive's employment shall be terminated (A) by an Employer for any reason other than (I) the Executive's Disability or Retirement, (II) the Executive's death or (III) for Cause, or (B) by the Executive with Good Reason (as such terms are defined herein).

(ii) In addition, the Executive shall be entitled to the compensation provided for in Section 4 hereof if, (A) in the event that an agreement is signed which, if consummated, would result in a Change of Control and the Executive is terminated without Cause by the Company or terminates employment with Good Reason prior to the Change in Control, (B) such termination is at the direction of the acquiror or merger partner or otherwise in connection with the anticipated Change in Control, and (C) such Change in Control actually occurs.

(b) Disability. For purposes of this Agreement, "Disability" shall mean the Executive's absence from the full-time performance of the Executive's duties (as such duties existed immediately prior to such absence) for 180 consecutive business days, when the Executive is disabled as a result of incapacity due to physical or mental illness.

(c) Retirement. For purposes of this Agreement, "Retirement" shall mean the Executive's voluntary termination of employment pursuant to late, normal or early retirement under a pension plan sponsored by an Employer, as defined in such plan, but only if such retirement occurs prior to a termination by an Employer without Cause or by the Executive for Good Reason.

(d) Cause. For purposes of this Agreement, "Cause" shall mean:

(i) the willful and continued failure of the Executive to perform substantially all of his or her duties with an Employer (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to such Executive by the Board of Directors (the "Board") of the Company which specifically identifies the manner in which the Board believes that the Executive has not substantially performed his or her duties,

(ii) the willful engaging by the Executive in gross misconduct which is materially and demonstrably injurious to the Company or any Employer; or

(iii) the conviction of, or plea of guilty or nolo contendere to, a felony.

Termination of the Executive for Cause shall be made by delivery to the Executive of a copy of a resolution duly adopted by the affirmative vote of not less than a three-fourths majority of the non-employee Directors of the Company or of the ultimate parent of the entity which caused the Change in Control (if the Company has become a subsidiary) at a meeting of such Directors called and held for such purpose, after 30 days' prior written notice to the Executive specifying the basis for such termination and the particulars thereof and a reasonable opportunity for the Executive to cure or otherwise resolve the behavior in question prior to such meeting, finding that in the reasonable judgment of such Directors, the conduct or event set forth in any of clauses (i) through (iii) above has occurred and that such occurrence warrants the Executive's termination.

(e) Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence, within the Term of this Agreement, of any of the following without the Executive's express written consent:

(i) after a Change of Control, any reduction in the Executive's base salary from that which was in effect immediately prior to the Change of Control, any reduction in the Executive's annual cash bonus below such bonus paid or payable in respect of the calendar year immediately prior to the year in which the Change of Control occurs, or any reduction in the Executive's aggregate annual cash compensation (including base salary and bonus) from that which was in effect immediately prior to the Change of Control; or

(ii) after a Change of Control, the failure to increase (within 12 months of the last increase in base salary) the Executive's salary in an amount which at least equals, on a percentage basis, the average percentage of increase in base salary effected in the preceding 12 months (which period may include some period of time prior to the Change of Control) for all senior executives of the Company (unless such reduction is offset by an increase in the amount of annual cash bonus that is paid to the Executive); or

(iii) any material and adverse diminution in the Executives' duties, responsibilities, status, position or authority with the Company or any of its affiliates following a Change of Control; provided, however, that no such diminution shall be deemed to exist solely because of changes in Executive's duties, responsibilities or titles as a consequence of the Company ceasing to be a company with publicly-traded securities or becoming a wholly-owned subsidiary of another company; or

(iv) any relocation of the Executive's primary workplace to a location that is more than 35 miles from the Executive's primary workplace as of the date of this Agreement or the Company's requiring the Executive to be based anywhere other than the location at which the Executive performed his duties prior to the commencement of the Term; or

(v) any failure by the Company to obtain from any successor to the Company an agreement reasonably satisfactory to the Executive to assume and perform this Agreement, as contemplated by Section 10(a) hereof; or

(vii) during the thirty-day period immediately following the first anniversary of the Change in Control Transaction, the voluntary termination of employment by the Executive for any reason or no reason at all.

Notwithstanding the foregoing, in the event Executive provides the Company with a Notice of Termination (as defined below) referencing this Section 3(e) (with the exception of Section 3(e)(vii)), the Company shall have 30 days thereafter in which to cure or resolve the behavior otherwise constituting Good Reason. Any good faith determination by Executive that Good Reason exists shall be presumed correct and shall be binding upon the Company.

(f) Notice of Termination. Any purported termination of the Executive's employment (other than on account of Executive's death) with an Employer shall be communicated by a Notice of Termination to the Executive, if such termination is by an Employer, or to an Employer, if such termination is by the Executive. For purposes of this Agreement, "Notice of Termination" shall mean a written notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provisions so indicated; provided, however, that in connection with a termination for Good Reason under Section 3(e)(vii), no details shall be necessary other than reference to such Section. For purposes of this Agreement, no purported termination of Executive's employment with an Employer shall be effective without such a Notice of Termination having been given.

#### 4. Compensation Upon Termination.

Subject to Section 9 hereof, if within two years of a Change in Control Transaction, the Executive's employment with an Employer shall be terminated in accordance with Section 3(a) (the "Termination"), the Executive shall be entitled to the following payments and benefits:

(a) Severance. The Company shall pay or cause to be paid to the Executive a cash severance amount equal to three times the sum of (i) the Executive's annual base salary on the date of the Change in Control (or, if higher, the annual base salary in effect immediately prior to the giving of the Notice of Termination), and (ii) the highest of the actual bonuses paid or payable to the Executive under the Company's annual incentive Compensation plan in any of the three consecutive fiscal years prior to the year in which the Change in Control occurs. This cash severance amount shall be payable in a lump sum calculated without any discount.

(b) Additional Payments and Benefits. The Executive shall also be entitled to:

(i) a lump sum cash payment equal to the sum of (A) the Executive's accrued but unpaid annual base salary through the date of Termination, (B) the unpaid portion, if any, of bonuses previously earned by the Executive pursuant to the Company's annual incentive compensation plan, plus the pro rata portion of (I) the Bonus or (II) if payable, the target bonus to be paid for the year in which the date of Termination occurs, in either case (calculated through the date of Termination), and (C) an amount, if any, equal to compensation previously deferred (excluding any qualified plan deferral) and any accrued vacation pay, in each case, in full satisfaction of Executive's rights thereto; and

(ii) an annual benefit under the Company's Supplemental Retirement Plan (the "SERP"), calculated based on 5 years of service, unreduced for early retirement thereunder; and

(iii) unless otherwise provided under the Key Man Supplemental Medical Plan, continued medical, dental, vision, and life insurance coverage (excluding accident, death, and disability insurance) for the Executive and the Executive's eligible dependents or, to the extent such coverage is not commercially available, such other arrangements reasonably acceptable to the Executive, on the same basis as in effect prior to the Change in Control or the Executive's Termination, whichever is deemed to provide for more substantial benefits, for a period ending on the earlier of (A) the end of the third anniversary of the date of the Executive's Termination (B) the commencement of comparable coverage by the Executive with a subsequent employer (the "Continuation Period"); and

(iv) during the Continuation Period, continuation of the Executive's perquisites, including the provision of an automobile and payment of all related expenses (including maintenance, other than gas), annual social and/o health club dues, and tax and financial planning services, as in effect immediately prior to the Change of Control; and

(v) all other accrued or vested benefits in accordance with the terms of the applicable plan (with an offset for any amounts paid under Section 4(b)(i)(C), above).

All lump sum payments under this Section 4 shall be paid within 10 business days after Executive's date of Termination; provided, however, that with respect to the SERP benefit set forth in Section 4(b)(ii), above, unless the Executive, during the ten day period after the Company signs any agreement that would, upon the consummation of the transactions contemplated therein, result in a Change of Control, elects to receive a lump sum payment equal to the present value of his SERP benefit (as calculated in Section 4(b)(ii) and otherwise in accordance with Exhibit A, as attached hereto), the Executive shall be entitled to receive the SERP benefit in installment payments (payable in accordance with the terms of the SERP), beginning upon the later to occur of (i) the date on which the Executive

achieves age 55 and (ii) the date on which Executive's employment terminates in accordance with the terms hereunder.

(c) Outplacement. If so requested by the Executive, outplacement services shall be provided by a professional outplacement provider selected by Executive; provided, however, that such outplacement services shall be provided the Executive at a cost to the Company of not more than fifteen (15) percent of such Executive's annual base salary.

(d) Withholding. Payments and benefits provided pursuant to this Section 4 shall be subject to any applicable payroll and other taxes required to be withheld.

5. Compensation Upon Termination for Death, Disability or Retirement.

If an Executive's employment is terminated by reason of Death, Disability or Retirement prior to any other termination, Executive will receive:

(a) the sum of (i) Executive's accrued but unpaid salary through the date of Termination, (ii) the pro rata portion of the Executive's target bonus for the year of Executive's Death or Disability (calculated through the date of Termination), and (iii) an amount equal to any compensation previously deferred and any accrued vacation pay; and

(b) other accrued or vested benefits in accordance with the terms of the applicable plan (with an offset for any amounts paid under item (a)(iii), above.

6. Excess Parachute Excise Tax Payments.

(a) (i) If it is determined (as hereafter provided) that any payment or distribution by the Company or any Employer to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) by reason of being "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such excise tax (such tax or taxes, together with any such interest and penalties, are hereafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment or payments (a "Gross-Up Payment") in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax, imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments; provided, however, if the Executive's Payment is, when calculated on a net-after-tax basis, less than \$50,000 in excess of the amount of the Payment which could be paid to the Executive under



Section 280G of the Code without causing the imposition of the Excise Tax, then the Payment shall be limited to the largest amount payable (as described above) without resulting in the imposition of any Excise Tax (such amount, the "Capped Amount").

(ii) Subject to the provisions of Section 6(a)(i) hereof, all determinations required to be made under this Section 6, including whether an Excise Tax is payable by the Executive and the amount of such Excise Tax and whether a Gross-Up Payment is required and the amount of such Gross-Up Payment, shall be made by the nationally recognized firm of certified public accountants (the "Accounting Firm") used by the Company prior to the Change in Control (or, if such Accounting Firm declines to serve, the Accounting Firm shall be a nationally recognized firm of certified public accountants selected by the Executive). The Accounting Firm shall be directed by the Company or the Executive to submit its preliminary determination and detailed supporting calculations to both the Company and the Executive within 15 calendar days after the Termination Date, if applicable, and any other such time or times as may be requested by the Company or the Executive. If the Accounting Firm determines that any Excise Tax is payable by the Executive and that the criteria for reducing the Payment to the Capped Amount (as described in Section 6(a)(i) above) is met, then the Company shall reduce the Payment by the amount which, based on the Accounting Firm's determination and calculations, would provide the Executive with the Capped Amount, and pay to the Executive such reduced Payment. If the Accounting Firm determines that an Excise Tax is payable, without reduction pursuant to Section 6(a)(i), above, the Company shall pay the required Gross-Up Payment to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall, at the same time as it makes such determination, furnish the Executive with an opinion that he has substantial authority not to report any Excise Tax on his/her federal, state, local income or other tax return. Any determination by the Accounting Firm as to the amount of the Gross-Up Payment shall be binding upon the Company and the Executive absent a contrary determination by the Internal Revenue Services or a court of competent jurisdiction; provided, however, that no such determination shall eliminate or reduce the Company's obligation to provide any Gross-Up Payment that shall be due as a result of such contrary determination. As a result of the uncertainty in the application of Section 4999 of the Code (or any successor provision thereto) and the possibility of similar uncertainty regarding state or local tax law at the time of any determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments that will not have been made by the Company should have been made (an "Underpayment"), consistent with the calculations required to be made hereunder. In the event that the Company exhausts or fails to pursue its remedies pursuant to Section 6(a) hereof and the Executive thereafter is required to make a payment of any Excise Tax, the Executive shall direct the Accounting Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and the Executive as promptly as possible. Any such Underpayment shall be promptly paid by the Company to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations.

(iii) The Company and the Executive shall each provide the Accounting Firm access to and copies of any books, records and documents in the possession of the Company or the Executive, as the case may be, reasonably requested by the Accounting Firm, and otherwise

cooperate with the Accounting Firm in connection with the preparation and issuance of the determination contemplated by Section 6(a) hereof.

(iv) The federal, state and local income or other tax returns filed by the Executive (or any filing made by a consolidated tax group which includes the Company) shall be prepared and filed on a consistent basis with the determination of the Accounting Firm with respect to the Excise Tax payable by the Executive. The Executive shall make proper payment of the amount of any Excise Tax, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of his/her federal income tax return as filed with the Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of the Executive's federal income tax return, or corresponding state or local tax return, if relevant, the Accounting Firm determines that the amount of the Gross-Up Payment should be reduced, the Executive shall within five business days pay to the Company the amount of such reduction.

(v) The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by Sections 6(a)(ii) and (iv) hereof shall be borne by the Company. If such fees and expenses are initially advanced by the Executive, the Company shall reimburse the Executive the full amount of such fees and expenses within five business days after receipt from the Executive of a statement therefor and reasonable evidence of his/her payment thereof.

(b) In the event that the Internal Revenue Service claims that any payment or benefit received under this Agreement constitutes an "excess parachute payment," within the meaning of Section 280G(b)(1) of the Code, the Executive shall notify the Company in writing of such claim. Such notification shall be given as soon as practicable but no later than 10 business days after the Executive is informed in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30 day period following the date on which the Executive gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall (i) give the Company any information reasonably requested by the Company relating to such claim; (ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company and reasonably satisfactory to the Executive; (iii) cooperate with the Company in good faith in order to effectively contest such claim; and (iv) permit the Company to participate in any proceedings relating to such claim; provided, however, that the Company shall bear and pay directly all costs and expenses (including, but not limited to, additional interest and penalties and related legal, consulting or other similar fees) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for and against any Excise Tax or other tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses.

(c) The Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance the amount of such payment to the Executive on an interest-free basis, and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or other tax (including interest and penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance; and provided, further, that if the Executive is required to extend the statute of limitations to enable the Company to contest such claim, the Executive may limit this extension solely to such contested amount. The Company's control of the contest shall be limited to issues with respect to which a corporate deduction would be disallowed pursuant to Section 280G of the Code and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority. In addition, no position may be taken nor any final resolution be agreed to by the Company without the Executive's consent if such position or resolution could reasonably be expected to adversely affect the Executive (including any other tax position of the Executive unrelated to matters covered hereby).

(d) If, after the receipt by the Executive of an amount advanced by the Company in connection with the contest of the Excise Tax claim, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto); provided, however, if the amount of that refund exceeds the amount advanced by the Company or it is otherwise determined for any reason that additional amounts could be paid to the Named Executive without incurring any Excise Tax, any such amount will be promptly paid by the Company to the named Executive. If, after the receipt by the Executive of an amount advanced by the Company in connection with an Excise Tax claim, a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest the denial of such refund prior to the expiration of 30 days after such determination, such advance shall be forgiven and shall not be required to be repaid and shall be deemed to be in consideration for services rendered after the date of the Termination.

7. Expenses. In addition to all other amounts payable to the Executive under this Agreement, the Company shall pay or reimburse the Executive for legal fees (including without limitation, any and all court costs and attorneys' fees and expenses) incurred by the Executive in connection with or as a result of any claim, action or proceeding brought by the Company or the Executive with respect to or arising out of this Agreement or any provision hereof; provided, however, that in the case of an action brought by the Executive, the Company shall have no obligation for any such legal fees, if the Company is successful in establishing with

the court that the Executive's action was frivolous or otherwise without any reasonable legal or factual basis.

8. Obligations Absolute; Non-Exclusivity of Rights;  
Joint Several Liability.

(a) The obligations of the Company to make the payment to the Executive, and to make the arrangements, provided for herein shall be absolute and unconditional and shall not be reduced by any circumstances, including without limitation any set-off, counterclaim, recoupment, defense or other right which the Company may have against the Executive or any third party at any time.

(b) Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Company or any other Employer and for which the Executive may qualify, nor shall anything herein limit or reduce such rights as the Executive may have under any agreements with the Company or any other Employer.

(c) Each entity included in the definition of "Employer" and any successors or assigns shall be joint and severally liable with the Company under this Agreement.

9. Not an Employment Agreement; Effect On Other Rights.

(a) This Agreement is not, and nothing herein shall be deemed to create, a contract of employment between the Executive and the Company. Any Employer may terminate the employment of the Executive at any time, subject to the terms of this Agreement and/or any employment agreement or arrangement between the Employer and the Executive that may then be in effect.

(b) With respect to any employment agreement with the Executive in effect immediately prior to the Change in Control, nothing herein shall have any effect on the Executive's rights thereunder; provided, however, that in the event of the Executive's termination of employment in accordance with Section 3 hereof, this Agreement shall govern solely for the purpose of providing the terms of all payments and additional benefits to which the Executive is entitled upon such termination and any payments or benefit provided thereunder shall reduce the corresponding type of payments or benefits hereunder. Notwithstanding the foregoing, in the event that the Executive's employment is terminated prior to the occurrence of a Change in Control under the circumstances provided for in Section 3(a)(ii) and such circumstances also entitle Executive to payments and benefits under any other employment or other agreement as in effect prior to the Change in Control ("Other Agreement"), then, until the Change in Control occurs, the Executive will receive the payments and benefits to which he/she is entitled under such Other Agreement. Upon the occurrence of the Change in Control, the Company will pay to the Executive in cash the amount to which he/she is entitled to under this Agreement (reduced by the amounts already paid under the Other Agreement) in respect of cash payments and shall provide or increase any other noncash benefits to those provided for hereunder (after taking into Account noncash benefits, if any, provided under such Other Agreement). Amounts which are

vested benefits or which the Executive is otherwise entitled to receive under any plan or program of the Company or any other Employer shall be payable in accordance with such plan or program, except as explicitly modified by this Agreement.

(c) With respect to any limited stock appreciation rights ("LSARs") granted to the Executive pursuant to the Company's 1973 Stock Option Plan for Key Executives held, as of the date of this Agreement, by the Executive, the Executive hereby agrees to the cancellation of such LSARs in the event that the Change in Control contemplated hereunder is intended to be, and is otherwise, eligible for pooling-of-interests accounting treatment under APB No. 16.

10. Successors; Binding Agreement, Assignment.

(a) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business of the Company, by agreement to expressly, absolutely and unconditionally assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a material breach of this Agreement and shall entitle the Executive to terminate the Executive's employment with the Company or such successor for Good Reason immediately prior to or at any time after such succession. As used in this Agreement, "Company" shall mean (i) the Company as hereinbefore defined, and (ii) any successor to all the stock of the Company or to all or substantially all of the Company's business or assets which executes and delivers an agreement provided for in this Section 10(a) or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law, including any parent or subsidiary of such a successor.

(b) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amount would be payable to the Executive hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's estate or designated beneficiary. Neither this Agreement nor any right arising hereunder may be assigned or pledged by the Executive.

11. Notice. For purpose of this Agreement, notices and all other communications provided for in this Agreement or contemplated hereby shall be in writing and shall be deemed to have been duly given when personally delivered, delivered by a nationally recognized overnight delivery service or when mailed United States certified or registered mail, return receipt requested, postage prepaid, and addressed, in the case of the Company, to the Company at:

Hubbell Incorporated  
584 Derby Milford Road  
Orange, Connecticut 06477-4024  
Attention: General Counsel

and in the case of the Executive, to the Executive at the address set forth on the execution page at the end hereof.

Either party may designate a different address by giving notice of change of address in the manner provided above, except that notices of change of address shall be effective only upon receipt.

12. Confidentiality. The Executive shall retain in confidence any and all confidential information concerning the Company and its respective business which is now known or hereafter becomes known to the Executive, except as otherwise required by law and except information (i) ascertainable or obtained from public information, (ii) received by the Executive at any time after the Executive's employment by the Company shall have terminated, from a third party not employed by or otherwise affiliated with the Company or (iii) which is or becomes known to the public by any means other than a breach of this Section 12. Upon the Termination of employment, the Executive will not take or keep any proprietary or confidential information or documentation belonging to the Company.

13. Miscellaneous. No provision of this Agreement may be amended, altered, modified, waived or discharged unless such amendment, alteration, modification, waiver or discharge is agreed to in writing signed by the Executive and such officer of the Company as shall be specifically designated by the Committee or by the Board of Directors of the Company. No waiver by either party, at any time, of any breach by the other party of, or of compliance by the other party with, any condition or provision of this Agreement to be performed or complied with by such other party shall be deemed a waiver of any similar or dissimilar provision or condition of this Agreement or any other breach of or failure to comply with the same condition or provision at the same time or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

14. Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, each party hereto waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

15. Governing Law; Venue. The validity, interpretation, construction and performance of this Agreement shall be governed on a non-exclusive basis by the laws of the State of Connecticut without giving effect to its conflict of laws rules. For purposes of jurisdiction and venue, the Company and each Employer hereby consents to jurisdiction and venue in any suit, action or proceeding with respect to this Agreement in any court of competent jurisdiction in the state in which Executive resides at the commencement of such suit, action or proceeding and waives any objection, challenge or dispute as to such jurisdiction or venue being proper.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HUBBELL INCORPORATED

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

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

\_\_\_\_\_  
Executive

\_\_\_\_\_  
\_\_\_\_\_  
Address



## EXHIBIT A

## ASSUMPTIONS

The assumptions to be used are those specified under Section 417(e) of the Internal Revenue Code of 1986, as amended, which assumptions are the minimum lump sum factors permitted to be used for calculating pension benefits under qualified defined benefit plans.

Benefit: Lump sum payment of unreduced benefit deferred to age 55, increased to reflect the 50% joint and survivor form.

Mortality Rates: The 1983 Group Annuity Mortality (1983 GAM) blend of 50% male and 50% female rates.

Interest Rate: 10-year treasury rate on the first day of the fourth quarter of the calendar year immediately prior to the date on which the Executive retires or otherwise separates from Service.

Other: 3% annual Social Security wage base increase.  
2.5% annual CPI increase.  
5% annual salary increase.

Qualified Plan Offset: Amount actually payable at age 55 (or, if higher, the participants actual age as of the date of termination of employment).

## CONTINUITY AGREEMENT

This Agreement (the "Agreement") is dated as of December 27, 1999 by and between HUBBELL INCORPORATED, a Connecticut corporation (the "Company"), and RICHARD W. DAVIES (the "Executive").

WHEREAS, the Company's Board of Directors considers the continued services of key executives of the Company to be in the best interests of the Company and its stockholders; and

WHEREAS, the Company's Board of Directors desires to assure, and has determined that it is appropriate and in the best interests of the Company and its stockholders to reinforce and encourage the continued attention and dedication of key executives of the Company to their duties of employment without personal distraction or conflict of interest in circumstances which could arise from the occurrence of a change in control of the Company; and

WHEREAS, the Company's Board of Directors has authorized the Company to enter into continuity agreements with those key executives of the Company and any of its respective subsidiaries (all of such entities, with the Company hereinafter referred to as an "Employer"), such agreements to set forth the severance compensation which the Company agrees under certain circumstances to pay such executives; and

WHEREAS, the Executive is a key executive of an Employer and has been designated by the Board as an executive to be offered such a continuity compensation agreement with the Company.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Term. This Agreement shall become effective on the date hereof and remain in effect until the second anniversary thereof; provided, however, that, thereafter, this Agreement shall automatically renew on each successive anniversary, unless an Employer provides the Executive, in writing, at least 180 days prior to the renewal date, notice that this Agreement shall not be renewed. Notwithstanding the foregoing, in the event that a Change in Control occurs at any time prior to the termination of this Agreement in accordance with the preceding sentence, this Agreement shall not terminate until the second anniversary of the Change in Control (or, if later, until the second anniversary of the consummation of the transaction(s) contemplated in the Change in Control).

2. Change in Control.

(a) No compensation or other benefit pursuant to Section 4 hereof shall be payable under this Agreement unless and until either (i) a Change in Control of the Company (as hereinafter defined) shall have occurred while the Executive is an employee of an Employer and the Executive's employment by an Employer thereafter shall have terminated in accordance with

Section 3 hereof or (ii) the Executive's employment by the Company shall have terminated in accordance with Section 3(a)(ii) hereof prior to the occurrence of the Change in Control.

- (b) For purposes of this Agreement:
- (i) "Change in Control" shall mean any one of the following:
  - (A) Continuing Directors no longer constitute at least 2/3 of the Directors;
  - (B) any person or group of persons (as defined in Rule 13d-5 under the Securities Exchange Act of 1934), together with its affiliates, becomes the beneficial owner, directly or indirectly, of twenty (20%) percent or more of the voting power of the then outstanding securities of the Company entitled to vote for the election of the Company's directors; provided that this Section 2 shall not apply with respect to any holding of securities by (I) the trust under a Trust Indenture dated September 2, 1957 made by Louie E. Roche, (II) the trust under a Trust Indenture dated August 23, 1957 made by Harvey Hubbell, and (III) any employee benefit plan (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) maintained by the Company or any affiliate of the Company;
  - (C) the approval by the Company's stockholders of the merger or consolidation of the Company with any other corporation, the sale of substantially all of the assets of the Company or the liquidation or dissolution of the Company, unless, in the case of a merger or consolidation, the incumbent Directors in office immediately prior to such merger or consolidation will constitute at least 2/3 of the Directors of the surviving corporation of such merger or consolidation and any parent (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934) of such corporation; or
  - (D) at least 2/3 of the incumbent Directors in office immediately prior to any other action proposed to be taken by the Company's stockholders determine that such proposed action, if taken, would constitute a change of control of the Company and such action is taken.
- (ii) "Continuing Director" shall mean any individual who is a member of the Company's Board of Directors on December 9, 1986 or was designated (before such person's initial election as a Director) as a Continuing Director by 2/3 of the then Continuing Directors.
- (iii) "Director" shall mean any individual who is a member of the Company's Board of Directors on the date the action in question was taken.

- (iv) "Change in Control Transaction" shall mean a Change in Control or, if later, the consummation of the transaction contemplated by the Change in Control.

3. Termination of Employment; Definitions.

(a) Termination without Cause by the Company or for Good Reason by the Executive. (i) The Executive shall be entitled to the compensation provided for in Section 4 hereof, if within two years after a Change in Control Transaction, the Executive's employment shall be terminated (A) by an Employer for any reason other than (I) the Executive's Disability or Retirement, (II) the Executive's death or (III) for Cause, or (B) by the Executive with Good Reason (as such terms are defined herein).

(ii) In addition, the Executive shall be entitled to the compensation provided for in Section 4 hereof if, (A) in the event that an agreement is signed which, if consummated, would result in a Change of Control and the Executive is terminated without Cause by the Company or terminates employment with Good Reason prior to the Change in Control, (B) such termination is at the direction of the acquiror or merger partner or otherwise in connection with the anticipated Change in Control, and (C) such Change in Control actually occurs.

(b) Disability. For purposes of this Agreement, "Disability" shall mean the Executive's absence from the full-time performance of the Executive's duties (as such duties existed immediately prior to such absence) for 180 consecutive business days, when the Executive is disabled as a result of incapacity due to physical or mental illness.

(c) Retirement. For purposes of this Agreement, "Retirement" shall mean the Executive's voluntary termination of employment pursuant to late, normal or early retirement under a pension plan sponsored by an Employer, as defined in such plan, but only if such retirement occurs prior to a termination by an Employer without Cause or by the Executive for Good Reason.

(d) Cause. For purposes of this Agreement, "Cause" shall mean:

(i) the willful and continued failure of the Executive to perform substantially all of his or her duties with an Employer (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to such Executive by the Board of Directors (the "Board") of the Company which specifically identifies the manner in which the Board believes that the Executive has not substantially performed his or her duties,

(ii) the willful engaging by the Executive in gross misconduct which is materially and demonstrably injurious to the Company or any Employer; or

(iii) the conviction of, or plea of guilty or nolo contendere to, a felony.

Termination of the Executive for Cause shall be made by delivery to the Executive of a copy of a resolution duly adopted by the affirmative vote of not less than a three-fourths majority of the non-employee Directors of the Company or of the ultimate parent of the entity which caused the Change in Control (if the Company has become a subsidiary) at a meeting of such Directors called and held for such purpose, after 30 days' prior written notice to the Executive specifying the basis for such termination and the particulars thereof and a reasonable opportunity for the Executive to cure or otherwise resolve the behavior in question prior to such meeting, finding that in the reasonable judgment of such Directors, the conduct or event set forth in any of clauses (i) through (iii) above has occurred and that such occurrence warrants the Executive's termination.

(e) Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence, within the Term of this Agreement, of any of the following without the Executive's express written consent:

(i) after a Change of Control, any reduction in the Executive's base salary from that which was in effect immediately prior to the Change of Control, any reduction in the Executive's annual cash bonus below such bonus paid or payable in respect of the calendar year immediately prior to the year in which the Change of Control occurs, or any reduction in the Executive's aggregate annual cash compensation (including base salary and bonus) from that which was in effect immediately prior to the Change of Control; or

(ii) after a Change of Control, the failure to increase (within 12 months of the last increase in base salary) the Executive's salary in an amount which at least equals, on a percentage basis, the average percentage of increase in base salary effected in the preceding 12 months (which period may include some period of time prior to the Change of Control) for all senior executives of the Company (unless such reduction is offset by an increase in the amount of annual cash bonus that is paid to the Executive); or

(iii) any material and adverse diminution in the Executives' duties, responsibilities, status, position or authority with the Company or any of its affiliates following a Change of Control; provided, however, that no such diminution shall be deemed to exist solely because of changes in Executive's duties, responsibilities or titles as a consequence of the Company ceasing to be a company with publicly-traded securities or becoming a wholly-owned subsidiary of another company; or

(iv) any relocation of the Executive's primary workplace to a location that is more than 35 miles from the Executive's primary workplace as of the date of this Agreement or the Company's requiring the Executive to be based anywhere other than the location at which the Executive performed his duties prior to the commencement of the Term; or

(v) any failure by the Company to obtain from any successor to the Company an agreement reasonably satisfactory to the Executive to assume and perform this Agreement, as contemplated by Section 10(a) hereof; and

(vii) during the thirty-day period immediately following the first anniversary of the Change in Control Transaction, the voluntary termination of employment by the Executive for any reason or no reason at all.

Notwithstanding the foregoing, in the event Executive provides the Company with a Notice of Termination (as defined below) referencing this Section 3(e) (with the exception of Section 3(e)(vii)), the Company shall have 30 days thereafter in which to cure or resolve the behavior otherwise constituting Good Reason. Any good faith determination by Executive that Good Reason exists shall be presumed correct and shall be binding upon the Company.

(f) Notice of Termination. Any purported termination of the Executive's employment (other than on account of Executive's death) with an Employer shall be communicated by a Notice of Termination to the Executive, if such termination is by an Employer, or to an Employer, if such termination is by the Executive. For purposes of this Agreement, "Notice of Termination" shall mean a written notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provisions so indicated; provided, however, that in connection with a termination for Good Reason under Section 3(e)(vii), no details shall be necessary other than reference to such Section. For purposes of this Agreement, no purported termination of Executive's employment with an Employer shall be effective without such a Notice of Termination having been given.

#### 4. Compensation Upon Termination.

Subject to Section 9 hereof, if within two years of a Change in Control Transaction, the Executive's employment with an Employer shall be terminated in accordance with Section 3(a) (the "Termination"), the Executive shall be entitled to the following payments and benefits:

(a) Severance. The Company shall pay or cause to be paid to the Executive a cash severance amount equal to three times the sum of (i) the Executive's annual base salary on the date of the Change in Control (or, if higher, the annual base salary in effect immediately prior to the giving of the Notice of Termination) and (ii) the highest of the actual bonuses paid or payable to the Executive under the Company's annual incentive Compensation plan in any of the three consecutive fiscal years prior to the year in which the Change in Control occurs. This cash severance amount shall be payable in a lump sum calculated without any discount.

(b) Additional Payments and Benefits. The Executive shall also be entitled to:

(i) a lump sum cash payment equal to the sum of (A) the Executive's accrued but unpaid annual base salary through the date of Termination, (B) the unpaid portion, if any, of bonuses previously earned by the Executive pursuant to the Company's annual incentive compensation plan, plus the pro rata portion of (I) the Bonus or (II) if payable, the target bonus to be paid for the year in which the date of Termination occurs, in either case (calculated through the date of Termination), and (C) an amount, if any, equal to compensation previously deferred (excluding any qualified plan deferral) and any accrued vacation pay, in each case, in full satisfaction of Executive's rights thereto; and

(ii) an annual benefit under the Company's Supplemental Retirement Plan (the "SERP"), calculated based on 10 years of service, unreduced for early retirement thereunder; and

(iii) continued medical, dental, vision, and life insurance coverage (excluding accident, death, and disability insurance) for the Executive and the Executive's eligible dependents or, to the extent such coverage is not commercially available, such other arrangements reasonably acceptable to the Executive, on the same basis as in effect prior to the Change in Control or the Executive's Termination, whichever is deemed to provide for more substantial benefits, for a period ending on the third anniversary of the date of the Executive's Termination (the "Continuation Period"); thereafter, the Executive and the Executive's eligible dependents shall receive continued medical, dental, vision, and life insurance coverage (excluding accident, death, and disability insurance) pursuant to the terms of the Company's Key Man Supplemental Medical Plan, on the same basis as in effect prior to the Change in Control or the Executive's Termination, whichever is deemed to provide for more substantial benefits; and

(iv) during the Continuation Period, continuation of the Executive's perquisites, including the provision of an automobile and payment of all related expenses (including maintenance, other than gas), annual social and/or health club dues, and tax and financial planning services, as in effect immediately prior to the Change of Control; and

(v) all other accrued or vested benefits in accordance with the terms of the applicable plan (with an offset for any amounts paid under Section 4(b)(i)(C), above).

All lump sum payments under this Section 4 shall be paid within 10 business days after Executive's date of Termination; provided, however, that with respect to the SERP benefit set forth in Section 4(b)(ii), above, unless the Executive, during the ten day period after the Company signs any agreement that would, upon the consummation of the transactions contemplated therein, result in a Change of Control, elects to receive a lump sum payment equal to the present value of his SERP benefit (as calculated in Section 4(b)(ii) and otherwise in accordance with

Exhibit A, as attached hereto), the Executive shall be entitled to receive the SERP benefit in installment payments (payable in accordance with the terms of the SERP), beginning upon the later to occur of (i) the date on which which the Executive achieves age 55 and (ii) the date on which Executive's employment terminates in accordance with the terms hereunder.

(c) Outplacement. If so requested by the Executive, outplacement services shall be provided by a professional outplacement provider selected by Executive; provided, however, that such outplacement services shall be provided the Executive at a cost to the Company of not more than fifteen (15) percent of such Executive's annual base salary.

(d) Withholding. Payments and benefits provided pursuant to this Section 4 shall be subject to any applicable payroll and other taxes required to be withheld.

5. Compensation Upon Termination for Death, Disability or Retirement.

If an Executive's employment is terminated by reason of Death, Disability or Retirement prior to any other termination, Executive will receive:

(a) the sum of (i) Executive's accrued but unpaid salary through the date of Termination, (ii) the pro rata portion of the Executive's target bonus for the year of Executive's Death or Disability (calculated through the date of Termination), and (iii) an amount equal to any compensation previously deferred and any accrued vacation pay; and

(b) other accrued or vested benefits in accordance with the terms of the applicable plan (with an offset for any amounts paid under item (a)(iii), above.

6. Excess Parachute Excise Tax Payments.

(a) (i) If it is determined (as hereafter provided) that any payment or distribution by the Company or any Employer to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) by reason of being "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such excise tax (such tax or taxes, together with any such interest and penalties, are hereafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment or payments (a "Gross-Up Payment") in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax, imposed upon the Gross-Up Payment, the Executive retains an amount



of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments; provided, however, if the Executive's Payment is, when calculated on a net-after-tax basis, less than \$50,000 in excess of the amount of the Payment which could be paid to the Executive under Section 280G of the Code without causing the imposition of the Excise Tax, then the Payment shall be limited to the largest amount payable (as described above) without resulting in the imposition of any Excise Tax (such amount, the "Capped Amount").

(ii) Subject to the provisions of Section 6(a)(i) hereof, all determinations required to be made under this Section 6, including whether an Excise Tax is payable by the Executive and the amount of such Excise Tax and whether a Gross-Up Payment is required and the amount of such Gross-Up Payment, shall be made by the nationally recognized firm of certified public accountants (the "Accounting Firm") used by the Company prior to the Change in Control (or, if such Accounting Firm declines to serve, the Accounting Firm shall be a nationally recognized firm of certified public accountants selected by the Executive). The Accounting Firm shall be directed by the Company or the Executive to submit its preliminary determination and detailed supporting calculations to both the Company and the Executive within 15 calendar days after the Termination Date, if applicable, and any other such time or times as may be requested. If the Accounting Firm determines that any Excise Tax is payable by the Executive and that the criteria for reducing the Payment to the Capped Amount (as described in Section 6(a)(i) above) is met, then the Company shall reduce the Payment by the amount which, based on the Accounting Firm's determination and calculations, would provide the Executive with the Capped Amount, and pay to the Executive such reduced Payment. If the Accounting Firm determines that an Excise Tax is payable, without reduction pursuant to Section 6(a)(i), above, the Company shall pay the required Gross-Up Payment to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall, at the same time as it makes such determination, furnish the Executive with an opinion that he has substantial authority not to report any Excise Tax on his/her federal, state, local income or other tax return. Any determination by the Accounting Firm as to the amount of the Gross-Up Payment shall be binding upon the Company and the Executive absent a contrary determination by the Internal Revenue Services or a court of competent jurisdiction; provided, however, that no such determination shall eliminate or reduce the Company's obligation to provide any Gross-Up Payment that shall be due as a result of such contrary determination. As a result of the uncertainty in the application of Section 4999 of the Code (or any successor provision thereto) and the possibility of similar uncertainty regarding state or local tax law at the time of any determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments that will not have been made by the Company should have been made (an "Underpayment"), consistent with the calculations required to be made hereunder. In the event that the Company exhausts or fails to pursue its remedies pursuant to Section 6(a) hereof and the Executive thereafter is required to make a payment of any Excise Tax, the Executive shall direct the Accounting Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and the Executive as promptly as possible. Any such Underpayment shall be promptly paid by the Company to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations.

(iii) The Company and the Executive shall each provide the Accounting Firm access to and copies of any books, records and documents in the possession of the Company or the Executive, as the case may be, reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determination contemplated by Section 6(a) hereof.

(iv) The federal, state and local income or other tax returns filed by the Executive (or any filing made by a consolidated tax group which includes the Company) shall be prepared and filed on a consistent basis with the determination of the Accounting Firm with respect to the Excise Tax payable by the Executive. The Executive shall make proper payment of the amount of any Excise Tax, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of his/her federal income tax return as filed with the Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of the Executive's federal income tax return, or corresponding state or local tax return, if relevant, the Accounting Firm determines that the amount of the Gross-Up Payment should be reduced, the Executive shall within five business days pay to the Company the amount of such reduction.

(v) The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by Sections 6(a)(ii) and (iv) hereof shall be borne by the Company. If such fees and expenses are initially advanced by the Executive, the Company shall reimburse the Executive the full amount of such fees and expenses within five business days after receipt from the Executive of a statement therefor and reasonable evidence of his/her payment thereof.

(b) In the event that the Internal Revenue Service claims that any payment or benefit received under this Agreement constitutes an "excess parachute payment," within the meaning of Section 280G(b)(1) of the Code, the Executive shall notify the Company in writing of such claim. Such notification shall be given as soon as practicable but no later than 10 business days after the Executive is informed in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30 day period following the date on which the Executive gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall (i) give the Company any information reasonably requested by the Company relating to such claim; (ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company and reasonably satisfactory to the Executive; (iii) cooperate with the Company in good faith in order to effectively contest such claim; and (iv) permit the Company to participate in any proceedings relating to such claim; provided, however, that the Company shall bear and pay directly all costs and expenses (including, but not limited to, additional interest and penalties and related legal, consulting or other similar fees) incurred in connection with such contest and

shall indemnify and hold the Executive harmless, on an after-tax basis, for and against any Excise Tax or other tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses.

(c) The Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance the amount of such payment to the Executive on an interest-free basis, and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or other tax (including interest and penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance; and provided, further, that if the Executive is required to extend the statute of limitations to enable the Company to contest such claim, the Executive may limit this extension solely to such contested amount. The Company's control of the contest shall be limited to issues with respect to which a corporate deduction would be disallowed pursuant to Section 280G of the Code and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority. In addition, no position may be taken nor any final resolution be agreed to by the Company without the Executive's consent if such position or resolution could reasonably be expected to adversely affect the Executive (including any other tax position of the Executive unrelated to matters covered hereby).

(d) If, after the receipt by the Executive of an amount advanced by the Company in connection with the contest of the Excise Tax claim, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto); provided, however, if the amount of that refund exceeds the amount advanced by the Company or it is otherwise determined for any reason that additional amounts could be paid to the Named Executive without incurring any Excise Tax, any such amount will be promptly paid by the Company to the named Executive. If, after the receipt by the Executive of an amount advanced by the Company in connection with an Excise Tax claim, a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest the denial of such refund prior to the expiration of 30 days after such determination, such advance shall be forgiven and shall not be required to be repaid and shall be deemed to be in consideration for services rendered after the date of the Termination.

7. Expenses. In addition to all other amounts payable to the Executive under this Agreement, the Company shall pay or reimburse the Executive for legal fees (including without limitation, any and all court costs and attorneys' fees and expenses) incurred by the Executive in connection with or as a result of any claim, action or proceeding brought by the

Company or the Executive with respect to or arising out of this Agreement or any provision hereof; provided, however, that in the case of an action brought by the Executive, the Company shall have no obligation for any such legal fees, if the Company is successful in establishing with the court that the Executive's action was frivolous or otherwise without any reasonable legal or factual basis.

8. Obligations Absolute; Non-Exclusivity of Rights;  
Joint Several Liability.

(a) The obligations of the Company to make the payment to the Executive, and to make the arrangements, provided for herein shall be absolute and unconditional and shall not be reduced by any circumstances, including without limitation any set-off, counterclaim, recoupment, defense or other right which the Company may have against the Executive or any third party at any time.

(b) Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Company or any other Employer and for which the Executive may qualify, nor shall anything herein limit or reduce such rights as the Executive may have under any agreements with the Company or any other Employer.

(c) Each entity included in the definition of "Employer" and any successors or assigns shall be joint and severally liable with the Company under this Agreement.

9. Not an Employment Agreement; Effect On Other Rights.

(a) This Agreement is not, and nothing herein shall be deemed to create, a contract of employment between the Executive and the Company. Any Employer may terminate the employment of the Executive at any time, subject to the terms of this Agreement and/or any employment agreement or arrangement between the Employer and the Executive that may then be in effect.

(b) With respect to any employment agreement with the Executive in effect immediately prior to the Change in Control, nothing herein shall have any effect on the Executive's rights thereunder; provided, however, that in the event of the Executive's termination of employment in accordance with Section 3 hereof, this Agreement shall govern solely for the purpose of providing the terms of all payments and additional benefits to which the Executive is entitled upon such termination and any payments or benefit provided thereunder shall reduce the corresponding type of payments or benefits hereunder. Notwithstanding the foregoing, in the event that the Executive's employment is terminated prior to the occurrence of a Change in Control under the circumstances provided for in Section 3(a)(ii) and such circumstances also entitle Executive to payments and benefits under any other employment or other agreement as in effect prior to the Change in Control ("Other Agreement"), then, until the Change in Control occurs, the Executive will receive the payments and benefits to which he/she is entitled under such Other Agreement. Upon the occurrence of the Change in Control, the Company will pay to the Executive in cash the amount to which he/she is entitled to under this Agreement (reduced by

the amounts already paid under the Other Agreement) in respect of cash payments and shall provide or increase any other noncash benefits to those provided for hereunder (after taking into Account noncash benefits, if any, provided under such Other Agreement). Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan or program of the Company or any other Employer shall be payable in accordance with such plan or program, except as explicitly modified by this Agreement.

(c) With respect to any limited stock appreciation rights ("LSARs") granted to the Executive pursuant to the Company's 1973 Stock Option Plan for Key Executives held, as of the date of this Agreement, by the Executive, the Executive hereby agrees to the cancellation of such LSARs in the event that the Change in Control contemplated hereunder is intended to be, and is otherwise, eligible for pooling-of-interests accounting treatment under APB No. 16.

10. Successors; Binding Agreement, Assignment.

(a) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business of the Company, by agreement to expressly, absolutely and unconditionally assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a material breach of this Agreement and shall entitle the Executive to terminate the Executive's employment with the Company or such successor for Good Reason immediately prior to or at any time after such succession. As used in this Agreement, "Company" shall mean (i) the Company as hereinbefore defined, and (ii) any successor to all the stock of the Company or to all or substantially all of the Company's business or assets which executes and delivers an agreement provided for in this Section 10(a) or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law, including any parent or subsidiary of such a successor.

(b) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amount would be payable to the Executive hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's estate or designated beneficiary. Neither this Agreement nor any right arising hereunder may be assigned or pledged by the Executive.

11. Notice. For purpose of this Agreement, notices and all other communications provided for in this Agreement or contemplated hereby shall be in writing and shall be deemed to have been duly given when personally delivered, delivered by a nationally recognized overnight delivery service or when mailed United States certified or registered mail, return receipt requested, postage prepaid, and addressed, in the case of the Company, to the Company at:

Hubbell Incorporated  
584 Derby Milford Road  
Orange, Connecticut 06477-4024  
Attention: General Counsel

and in the case of the Executive, to the Executive at the address set forth on the execution page at the end hereof.

Either party may designate a different address by giving notice of change of address in the manner provided above, except that notices of change of address shall be effective only upon receipt.

12. Confidentiality. The Executive shall retain in confidence any and all confidential information concerning the Company and its respective business which is now known or hereafter becomes known to the Executive, except as otherwise required by law and except information (i) ascertainable or obtained from public information, (ii) received by the Executive at any time after the Executive's employment by the Company shall have terminated, from a third party not employed by or otherwise affiliated with the Company or (iii) which is or becomes known to the public by any means other than a breach of this Section 12. Upon the Termination of employment, the Executive will not take or keep any proprietary or confidential information or documentation belonging to the Company.

13. Miscellaneous. No provision of this Agreement may be amended, altered, modified, waived or discharged unless such amendment, alteration, modification, waiver or discharge is agreed to in writing signed by the Executive and such officer of the Company as shall be specifically designated by the Committee or by the Board of Directors of the Company. No waiver by either party, at any time, of any breach by the other party of, or of compliance by the other party with, any condition or provision of this Agreement to be performed or complied with by such other party shall be deemed a waiver of any similar or dissimilar provision or condition of this Agreement or any other breach of or failure to comply with the same condition or provision at the same time or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

14. Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, each party hereto waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

15. Governing Law; Venue. The validity, interpretation, construction and performance of this Agreement shall be governed on a non-exclusive basis by the laws of the State of Connecticut without giving effect to its conflict of laws rules. For purposes of jurisdiction and venue, the Company and each Employer hereby consents to jurisdiction and venue in any suit, action or proceeding with respect to this Agreement in any court of competent

jurisdiction in the state in which Executive resides at the commencement of such suit, action or proceeding and waives any objection, challenge or dispute as to such jurisdiction or venue being proper.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HUBBELL INCORPORATED

By:

-----

Title:

-----

-----  
Executive

-----

-----  
Address



## EXHIBIT A

## ASSUMPTIONS

The assumptions to be used are those specified under Section 417(e) of the Internal Revenue Code of 1986, as amended, which assumptions are the minimum lump sum factors permitted to be used for calculating pension benefits under qualified defined benefit plans.

Benefit: Lump sum payment of unreduced benefit deferred to age 55, increased to reflect the 50% joint and survivor form.

Mortality Rates: The 1983 Group Annuity Mortality (1983 GAM) blend of 50% male and 50% female rates.

Interest Rate: 10-year treasury rate on the first day of the fourth quarter of the calendar year immediately prior to the date on which the Executive retires or otherwise separates from Service.

Other: 3% annual Social Security wage base increase.  
2.5% annual CPI increase.  
5% annual salary increase.

Qualified Plan Offset: Amount actually payable at age 55 (or, if higher, the participants actual age as of the date of termination of employment).

## CONTINUITY AGREEMENT

This Agreement (the "Agreement") is dated as of December 27, 1999 by and between HUBBELL INCORPORATED, a Connecticut corporation (the "Company"), and JAMES H. BIGGART (the "Executive").

WHEREAS, the Company's Board of Directors considers the continued services of key executives of the Company to be in the best interests of the Company and its stockholders; and

WHEREAS, the Company's Board of Directors desires to assure, and has determined that it is appropriate and in the best interests of the Company and its stockholders to reinforce and encourage the continued attention and dedication of key executives of the Company to their duties of employment without personal distraction or conflict of interest in circumstances which could arise from the occurrence of a change in control of the Company; and

WHEREAS, the Company's Board of Directors has authorized the Company to enter into continuity agreements with those key executives of the Company and any of its respective subsidiaries (all of such entities, with the Company hereinafter referred to as an "Employer"), such agreements to set forth the severance compensation which the Company agrees under certain circumstances to pay such executives; and

WHEREAS, the Executive is a key executive of an Employer and has been designated by the Board as an executive to be offered such a continuity compensation agreement with the Company.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Term. This Agreement shall become effective on the date hereof and remain in effect until the second anniversary thereof; provided, however, that, thereafter, this Agreement shall automatically renew on each successive anniversary, unless an Employer provides the Executive, in writing, at least 180 days prior to the renewal date, notice that this Agreement shall not be renewed. Notwithstanding the foregoing, in the event that a Change in Control occurs at any time prior to the termination of this Agreement in accordance with the preceding sentence, this Agreement shall not terminate until the second anniversary of the Change in Control (or, if later, until the second anniversary of the consummation of the transaction(s) contemplated in the Change in Control).

2. Change in Control.

(a) No compensation or other benefit pursuant to Section 4 hereof shall be payable under this Agreement unless and until either (i) a Change in Control of the Company (as hereinafter defined) shall have occurred while the Executive is an employee of an Employer and

the Executive's employment by an Employer thereafter shall have terminated in accordance with Section 3 hereof or (ii) the Executive's employment by the Company shall have terminated in accordance with Section 3(a)(ii) hereof prior to the occurrence of the Change in Control.

- (b) For purposes of this Agreement:
  - (i) "Change in Control" shall mean any one of the following:
    - (A) Continuing Directors no longer constitute at least 2/3 of the Directors;
    - (B) any person or group of persons (as defined in Rule 13d-5 under the Securities Exchange Act of 1934), together with its affiliates, becomes the beneficial owner, directly or indirectly, of twenty (20%) percent or more of the voting power of the then outstanding securities of the Company entitled to vote for the election of the Company's directors; provided that this Section 2 shall not apply with respect to any holding of securities by (I) the trust under a Trust Indenture dated September 2, 1957 made by Louie E. Roche, (II) the trust under a Trust Indenture dated August 23, 1957 made by Harvey Hubbell, and (III) any employee benefit plan (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) maintained by the Company or any affiliate of the Company;
    - (C) the approval by the Company's stockholders of the merger or consolidation of the Company with any other corporation, the sale of substantially all of the assets of the Company or the liquidation or dissolution of the Company, unless, in the case of a merger or consolidation, the incumbent Directors in office immediately prior to such merger or consolidation will constitute at least 2/3 of the Directors of the surviving corporation of such merger or consolidation and any parent (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934) of such corporation; or
    - (D) at least 2/3 of the incumbent Directors in office immediately prior to any other action proposed to be taken by the Company's stockholders determine that such proposed action, if taken, would constitute a change of control of the Company and such action is taken.
  - (ii) "Continuing Director" shall mean any individual who is a member of the Company's Board of Directors on December 9, 1986 or was designated (before such person's initial election as a Director) as a Continuing Director by 2/3 of the then Continuing Directors.
  - (iii) "Director" shall mean any individual who is a member of the Company's Board of Directors on the date the action in question was taken.

- (iv) "Change in Control Transaction" shall mean a Change in Control or, if later, the consummation of the transaction contemplated by the Change in Control.

3. Termination of Employment; Definitions.

(a) Termination without Cause by the Company or for Good Reason by the Executive. (i) The Executive shall be entitled to the compensation provided for in Section 4 hereof, if within two years after a Change in Control Transaction, the Executive's employment shall be terminated (A) by an Employer for any reason other than (I) the Executive's Disability or Retirement, (II) the Executive's death or (III) for Cause, or (B) by the Executive with Good Reason (as such terms are defined herein).

(ii) In addition, the Executive shall be entitled to the compensation provided for in Section 4 hereof if, (A) in the event that an agreement is signed which, if consummated, would result in a Change of Control and the Executive is terminated without Cause by the Company or terminates employment with Good Reason prior to the Change in Control, (B) such termination is at the direction of the acquiror or merger partner or otherwise in connection with the anticipated Change in Control, and (C) such Change in Control actually occurs.

(b) Disability. For purposes of this Agreement, "Disability" shall mean the Executive's absence from the full-time performance of the Executive's duties (as such duties existed immediately prior to such absence) for 180 consecutive business days, when the Executive is disabled as a result of incapacity due to physical or mental illness.

(c) Retirement. For purposes of this Agreement, "Retirement" shall mean the Executive's voluntary termination of employment pursuant to late, normal or early retirement under a pension plan sponsored by an Employer, as defined in such plan, but only if such retirement occurs prior to a termination by an Employer without Cause or by the Executive for Good Reason.

(d) Cause. For purposes of this Agreement, "Cause" shall mean:

(i) the willful and continued failure of the Executive to perform substantially all of his or her duties with an Employer (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to such Executive by the Board of Directors (the "Board") of the Company which specifically identifies the manner in which the Board believes that the Executive has not substantially performed his or her duties,

(ii) the willful engaging by the Executive in gross misconduct which is materially and demonstrably injurious to the Company or any Employer; or

(iii) the conviction of, or plea of guilty or nolo contendere to, a felony.

Termination of the Executive for Cause shall be made by delivery to the Executive of a copy of a resolution duly adopted by the affirmative vote of not less than a three-fourths majority of the non-employee Directors of the Company or of the ultimate parent of the entity which caused the Change in Control (if the Company has become a subsidiary) at a meeting of such Directors called and held for such purpose, after 30 days' prior written notice to the Executive specifying the basis for such termination and the particulars thereof and a reasonable opportunity for the Executive to cure or otherwise resolve the behavior in question prior to such meeting, finding that in the reasonable judgment of such Directors, the conduct or event set forth in any of clauses (i) through (iii) above has occurred and that such occurrence warrants the Executive's termination.

(e) Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence, within the Term of this Agreement, of any of the following without the Executive's express written consent:

(i) after a Change of Control, any reduction in the Executive's base salary from that which was in effect immediately prior to the Change of Control, any reduction in the Executive's annual cash bonus below such bonus paid or payable in respect of the calendar year immediately prior to the year in which the Change of Control occurs, or any reduction in the Executive's aggregate annual cash compensation (including base salary and bonus) from that which was in effect immediately prior to the Change of Control; or

(ii) after a Change of Control, the failure to increase (within 12 months of the last increase in base salary) the Executive's salary in an amount which at least equals, on a percentage basis, the average percentage of increase in base salary effected in the preceding 12 months (which period may include some period of time prior to the Change of Control) for all senior executives of the Company (unless such reduction is offset by an increase in the amount of annual cash bonus that is paid to the Executive); or

(iii) any material and adverse diminution in the Executives' duties, responsibilities, status, position or authority with the Company or any of its affiliates following a Change of Control; or

(iv) any relocation of the Executive's primary workplace to a location that is more than 35 miles from the Executive's primary workplace as of the date of this Agreement or the Company's requiring the Executive to be based anywhere other than the location at which the Executive performed his duties prior to the commencement of the Term; or

(v) any failure by the Company to obtain from any successor to the Company an agreement reasonably satisfactory to the Executive to assume and perform this Agreement, as contemplated by Section 10(a) hereof.

Notwithstanding the foregoing, in the event Executive provides the Company with a Notice of Termination (as defined below) referencing this Section 3(e), the Company shall have 30 days thereafter in which to cure or resolve the behavior otherwise constituting Good Reason. Any good faith determination by Executive that Good Reason exists shall be presumed correct and shall be binding upon the Company.

(f) Notice of Termination. Any purported termination of the Executive's employment (other than on account of Executive's death) with an Employer shall be communicated by a Notice of Termination to the Executive, if such termination is by an Employer, or to an Employer, if such termination is by the Executive. For purposes of this Agreement, "Notice of Termination" shall mean a written notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provisions so indicated. For purposes of this Agreement, no purported termination of Executive's employment with an Employer shall be effective without such a Notice of Termination having been given.

#### 4. Compensation Upon Termination.

Subject to Section 9 hereof, if within two years of a Change in Control Transaction, the Executive's employment with an Employer shall be terminated in accordance with Section 3(a) (the "Termination"), the Executive shall be entitled to the following payments and benefits:

(a) Severance. The Company shall pay or cause to be paid to the Executive a cash severance amount equal to three times the sum of (i) the Executive's annual base salary on the date of the Change in Control (or, if higher, the annual base salary in effect immediately prior to the giving of the Notice of Termination) and (ii) the highest of the actual bonuses paid or payable to the Executive under the Company's annual incentive Compensation plan in any of the three consecutive fiscal years prior to the year in which the Change in Control occurs. This cash severance amount shall be payable in a lump sum calculated without any discount.

(b) Additional Payments and Benefits. The Executive shall also be entitled to:

(i) a lump sum cash payment equal to the sum of (A) the Executive's accrued but unpaid annual base salary through the date of Termination, (B) the unpaid portion, if any, of bonuses previously earned by the Executive pursuant to the Company's annual incentive compensation plan, plus the pro rata portion of (I) the Bonus or (II) if payable, the target bonus to be paid for the year in which the date of Termination occurs, in either case (calculated through the date of Termination), and (C) an amount, if any, equal to compensation previously deferred (excluding any qualified plan deferral) and any accrued vacation pay, in each case, in full satisfaction of Executive's rights thereto; and

(ii) an annual benefit under the Company's Supplemental Retirement Plan (the "SERP"), calculated based on 10 years of service, unreduced for early retirement thereunder; and

(iii) unless otherwise provided under the Key Man Supplemental Medical Plan, continued medical, dental, vision, and life insurance coverage (excluding accident, death, and disability insurance) for the Executive and the Executive's eligible dependents or, to the extent such coverage is not commercially available, such other arrangements reasonably acceptable to the Executive, on the same basis as in effect prior to the Change in Control or the Executive's Termination, whichever is deemed to provide for more substantial benefits, for a period ending on the earlier of (A) the end of the third anniversary of the date of the Executive's Termination (B) the commencement of comparable coverage by the Executive with a subsequent employer (the "Continuation Period"); and

(iv) during the Continuation Period, continuation of the Executive's perquisites, including the provision of an automobile and payment of all related expenses (including maintenance, other than gas), annual social and/or health club dues, and tax and financial planning services, as in effect immediately prior to the Change of Control; and

(v) all other accrued or vested benefits in accordance with the terms of the applicable plan (with an offset for any amounts paid under Section 4(b)(i)(C), above).

All lump sum payments under this Section 4 shall be paid within 10 business days after Executive's date of Termination; provided, however, that with respect to the SERP benefit set forth in Section 4(b)(ii), above, unless the Executive, during the ten day period after the Company signs any agreement that would, upon the consummation of the transactions contemplated therein, result in a Change of Control, elects to receive a lump sum payment equal to the present value of his SERP benefit (as calculated in Section 4(b)(ii) and otherwise in accordance with Exhibit A, as attached hereto), the Executive shall be entitled to receive the SERP benefit in installment payments (payable in accordance with the terms of the SERP), beginning upon the later to occur of (i) the date on which the Executive achieves age 55 and (ii) the date on which Executive's employment terminates in accordance with the terms hereunder.

(c) Outplacement. If so requested by the Executive, outplacement services shall be provided by a professional outplacement provider selected by Executive; provided, however, that such outplacement services shall be provided the Executive at a cost to the Company of not more than fifteen (15) percent of such Executive's annual base salary.

(d) Withholding. Payments and benefits provided pursuant to this Section 4 shall be subject to any applicable payroll and other taxes required to be withheld.

5. Compensation Upon Termination for Death, Disability or Retirement.

If an Executive's employment is terminated by reason of Death, Disability or Retirement prior to any other termination, Executive will receive:

(a) the sum of (i) Executive's accrued but unpaid salary through the date of Termination, (ii) the pro rata portion of the Executive's target bonus for the year of Executive's Death or Disability (calculated through the date of Termination), and (iii) an amount equal to any compensation previously deferred and any accrued vacation pay; and

(b) other accrued or vested benefits in accordance with the terms of the applicable plan (with an offset for any amounts paid under item (a)(iii), above.

6. Excess Parachute Excise Tax Payments.

(a) (i) If it is determined (as hereafter provided) that any payment or distribution by the Company or any Employer to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) by reason of being "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such excise tax (such tax or taxes, together with any such interest and penalties, are hereafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment or payments (a "Gross-Up Payment") in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax, imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments; provided, however, if the Executive's Payment is, when calculated on a net-after-tax basis, less than \$50,000 in excess of the amount of the Payment which could be paid to the Executive under Section 280G of the Code without causing the imposition of the Excise Tax, then the Payment shall be limited to the largest amount payable (as described above) without resulting in the imposition of any Excise Tax (such amount, the "Capped Amount").

(ii) Subject to the provisions of Section 6(a)(i) hereof, all determinations required to be made under this Section 6, including whether an Excise Tax is payable by the Executive and the amount of such Excise Tax and whether a Gross-Up Payment is required and the amount of such Gross-Up Payment, shall be made by the nationally recognized firm of certified public accountants (the "Accounting Firm") used by the Company prior to the Change in



Control (or, if such Accounting Firm declines to serve, the Accounting Firm shall be a nationally recognized firm of certified public accountants selected by the Executive). The Accounting Firm shall be directed by the Company or the Executive to submit its preliminary determination and detailed supporting calculations to both the Company and the Executive within 15 calendar days after the Termination Date, if applicable, and any other such time or times as may be requested by the Company or the Executive. If the Accounting Firm determines that any Excise Tax is payable by the Executive and that the criteria for reducing the Payment to the Capped Amount (as described in Section 6(a)(i) above) is met, then the Company shall reduce the Payment by the amount which, based on the Accounting Firm's determination and calculations, would provide the Executive with the Capped Amount, and pay to the Executive such reduced Payment. If the Accounting Firm determines that an Excise Tax is payable, without reduction pursuant to Section 6(a)(i), above, the Company shall pay the required Gross-Up Payment to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall, at the same time as it makes such determination, furnish the Executive with an opinion that he has substantial authority not to report any Excise Tax on his/her federal, state, local income or other tax return. Any determination by the Accounting Firm as to the amount of the Gross-Up Payment shall be binding upon the Company and the Executive absent a contrary determination by the Internal Revenue Services or a court of competent jurisdiction; provided, however, that no such determination shall eliminate or reduce the Company's obligation to provide any Gross-Up Payment that shall be due as a result of such contrary determination. As a result of the uncertainty in the application of Section 4999 of the Code (or any successor provision thereto) and the possibility of similar uncertainty regarding state or local tax law at the time of any determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments that will not have been made by the Company should have been made (an "Underpayment"), consistent with the calculations required to be made hereunder. In the event that the Company exhausts or fails to pursue its remedies pursuant to Section 6(a) hereof and the Executive thereafter is required to make a payment of any Excise Tax, the Executive shall direct the Accounting Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and the Executive as promptly as possible. Any such Underpayment shall be promptly paid by the Company to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations.

(iii) The Company and the Executive shall each provide the Accounting Firm access to and copies of any books, records and documents in the possession of the Company or the Executive, as the case may be, reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determination contemplated by Section 6(a) hereof.

(iv) The federal, state and local income or other tax returns filed by the Executive (or any filing made by a consolidated tax group which includes the Company) shall be prepared and filed on a consistent basis with the determination of the Accounting Firm with respect to the Excise Tax payable by the Executive. The Executive shall make proper payment of the amount of any Excise Tax, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of his/her federal income tax return as filed with the

Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of the Executive's federal income tax return, or corresponding state or local tax return, if relevant, the Accounting Firm determines that the amount of the Gross-Up Payment should be reduced, the Executive shall within five business days' pay to the Company the amount of such reduction.

(v) The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by Sections 6(a)(ii) and (iv) hereof shall be borne by the Company. If such fees and expenses are initially advanced by the Executive, the Company shall reimburse the Executive the full amount of such fees and expenses within five business days after receipt from the Executive of a statement therefor and reasonable evidence of his/her payment thereof.

(b) In the event that the Internal Revenue Service claims that any payment or benefit received under this Agreement constitutes an "excess parachute payment," within the meaning of Section 280G(b)(1) of the Code, the Executive shall notify the Company in writing of such claim. Such notification shall be given as soon as practicable but no later than 10 business days after the Executive is informed in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30 day period following the date on which the Executive gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall (i) give the Company any information reasonably requested by the Company relating to such claim; (ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company and reasonably satisfactory to the Executive; (iii) cooperate with the Company in good faith in order to effectively contest such claim; and (iv) permit the Company to participate in any proceedings relating to such claim; provided, however, that the Company shall bear and pay directly all costs and expenses (including, but not limited to, additional interest and penalties and related legal, consulting or other similar fees) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for and against any Excise Tax or other tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses.

(c) The Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall

advance the amount of such payment to the Executive on an interest-free basis, and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or other tax (including interest and penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance; and provided, further, that if the Executive is required to extend the statute of limitations to enable the Company to contest such claim, the Executive may limit this extension solely to such contested amount. The Company's control of the contest shall be limited to issues with respect to which a corporate deduction would be disallowed pursuant to Section 280G of the Code and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority. In addition, no position may be taken nor any final resolution be agreed to by the Company without the Executive's consent if such position or resolution could reasonably be expected to adversely affect the Executive (including any other tax position of the Executive unrelated to matters covered hereby).

(d) If, after the receipt by the Executive of an amount advanced by the Company in connection with the contest of the Excise Tax claim, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto); provided, however, if the amount of that refund exceeds the amount advanced by the Company or it is otherwise determined for any reason that additional amounts could be paid to the Named Executive without incurring any Excise Tax, any such amount will be promptly paid by the Company to the named Executive. If, after the receipt by the Executive of an amount advanced by the Company in connection with an Excise Tax claim, a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest the denial of such refund prior to the expiration of 30 days after such determination, such advance shall be forgiven and shall not be required to be repaid and shall be deemed to be in consideration for services rendered after the date of the Termination.

7. Expenses. In addition to all other amounts payable to the Executive under this Agreement, the Company shall pay or reimburse the Executive for legal fees (including without limitation, any and all court costs and attorneys' fees and expenses) incurred by the Executive in connection with or as a result of any claim, action or proceeding brought by the Company or the Executive with respect to or arising out of this Agreement or any provision hereof; provided, however, that in the case of an action brought by the Executive, the Company shall have no obligation for any such legal fees, if the Company is successful in establishing with the court that the Executive's action was frivolous or otherwise without any reasonable legal or factual basis.

8. Obligations Absolute; Non-Exclusivity of Rights;  
Joint Several Liability.

(a) The obligations of the Company to make the payment to the Executive, and to make the arrangements, provided for herein shall be absolute and unconditional and shall not be reduced by any circumstances, including without limitation any set-off, counterclaim,

recoupment, defense or other right which the Company may have against the Executive or any third party at any time.

(b) Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Company or any other Employer and for which the Executive may qualify, nor shall anything herein limit or reduce such rights as the Executive may have under any agreements with the Company or any other Employer.

(c) Each entity included in the definition of "Employer" and any successors or assigns shall be joint and severally liable with the Company under this Agreement.

9. Not an Employment Agreement; Effect On Other Rights.

(a) This Agreement is not, and nothing herein shall be deemed to create, a contract of employment between the Executive and the Company. Any Employer may terminate the employment of the Executive at any time, subject to the terms of this Agreement and/or any employment agreement or arrangement between the Employer and the Executive that may then be in effect.

(b) With respect to any employment agreement with the Executive in effect immediately prior to the Change in Control, nothing herein shall have any effect on the Executive's rights thereunder; provided, however, that in the event of the Executive's termination of employment in accordance with Section 3 hereof, this Agreement shall govern solely for the purpose of providing the terms of all payments and additional benefits to which the Executive is entitled upon such termination and any payments or benefit provided thereunder shall reduce the corresponding type of payments or benefits hereunder. Notwithstanding the foregoing, in the event that the Executive's employment is terminated prior to the occurrence of a Change in Control under the circumstances provided for in Section 3(a)(ii) and such circumstances also entitle Executive to payments and benefits under any other employment or other agreement as in effect prior to the Change in Control ("Other Agreement"), then, until the Change in Control occurs, the Executive will receive the payments and benefits to which he/she is entitled under such Other Agreement. Upon the occurrence of the Change in Control, the Company will pay to the Executive in cash the amount to which he/she is entitled to under this Agreement (reduced by the amounts already paid under the Other Agreement) in respect of cash payments and shall provide or increase any other noncash benefits to those provided for hereunder (after taking into Account noncash benefits, if any, provided under such Other Agreement). Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan or program of the Company or any other Employer shall be payable in accordance with such plan or program, except as explicitly modified by this Agreement.

(c) With respect to any limited stock appreciation rights ("LSARs") granted to the Executive pursuant to the Company's 1973 Stock Option Plan for Key Executives held, as of the date of this Agreement, by the Executive, the Executive hereby agrees to the cancellation of

such LSARs in the event that the Change in Control contemplated hereunder is intended to be, and is otherwise, eligible for pooling-of-interests accounting treatment under APB No. 16.

10. Successors; Binding Agreement, Assignment.

(a) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business of the Company, by agreement to expressly, absolutely and unconditionally assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a material breach of this Agreement and shall entitle the Executive to terminate the Executive's employment with the Company or such successor for Good Reason immediately prior to or at any time after such succession. As used in this Agreement, "Company" shall mean (i) the Company as hereinbefore defined, and (ii) any successor to all the stock of the Company or to all or substantially all of the Company's business or assets which executes and delivers an agreement provided for in this Section 10(a) or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law, including any parent or subsidiary of such a successor.

(b) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amount would be payable to the Executive hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's estate or designated beneficiary. Neither this Agreement nor any right arising hereunder may be assigned or pledged by the Executive.

11. Notice. For purpose of this Agreement, notices and all other communications provided for in this Agreement or contemplated hereby shall be in writing and shall be deemed to have been duly given when personally delivered, delivered by a nationally recognized overnight delivery service or when mailed United States certified or registered mail, return receipt requested, postage prepaid, and addressed, in the case of the Company, to the Company at:

Hubbell Incorporated  
584 Derby Milford Road  
Orange, Connecticut 06477-4024  
Attention: General Counsel

and in the case of the Executive, to the Executive at the address set forth on the execution page at the end hereof.

Either party may designate a different address by giving notice of change of address in the manner provided above, except that notices of change of address shall be effective only upon receipt.

12. Confidentiality. The Executive shall retain in confidence any and all confidential information concerning the Company and its respective business which is now known or hereafter becomes known to the Executive, except as otherwise required by law and except information (i) ascertainable or obtained from public information, (ii) received by the Executive at any time after the Executive's employment by the Company shall have terminated, from a third party not employed by or otherwise affiliated with the Company or (iii) which is or becomes known to the public by any means other than a breach of this Section 12. Upon the Termination of employment, the Executive will not take or keep any proprietary or confidential information or documentation belonging to the Company.

13. Miscellaneous. No provision of this Agreement may be amended, altered, modified, waived or discharged unless such amendment, alteration, modification, waiver or discharge is agreed to in writing signed by the Executive and such officer of the Company as shall be specifically designated by the Committee or by the Board of Directors of the Company. No waiver by either party, at any time, of any breach by the other party of, or of compliance by the other party with, any condition or provision of this Agreement to be performed or complied with by such other party shall be deemed a waiver of any similar or dissimilar provision or condition of this Agreement or any other breach of or failure to comply with the same condition or provision at the same time or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

14. Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, each party hereto waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

15. Governing Law; Venue. The validity, interpretation, construction and performance of this Agreement shall be governed on a non-exclusive basis by the laws of the State of Connecticut without giving effect to its conflict of laws rules. For purposes of jurisdiction and venue, the Company and each Employer hereby consents to jurisdiction and venue in any suit, action or proceeding with respect to this Agreement in any court of competent jurisdiction in the state in which Executive resides at the commencement of such suit, action or proceeding and waives any objection, challenge or dispute as to such jurisdiction or venue being proper.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HUBBELL INCORPORATED

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

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

\_\_\_\_\_  
Executive

\_\_\_\_\_  
\_\_\_\_\_  
Address

## EXHIBIT A

## ASSUMPTIONS

The assumptions to be used are those specified under Section 417(e) of the Internal Revenue Code of 1986, as amended, which assumptions are the minimum lump sum factors permitted to be used for calculating pension benefits under qualified defined benefit plans.

Benefit: Lump sum payment of unreduced benefit deferred to age 55, increased to reflect the 50% joint and survivor form.

Mortality Rates: The 1983 Group Annuity Mortality (1983 GAM) blend of 50% male and 50% female rates.

Interest Rate: 10-year treasury rate on the first day of the fourth quarter of the calendar year immediately prior to the date on which the Executive retires or otherwise separates from Service.

Other: 3% annual Social Security wage base increase.  
2.5% annual CPI increase.  
5% annual salary increase.

Qualified Plan Offset: amount actually payable at age 55 (or, if higher, the participants actual age as of the date of termination of employment).



## Exhibit 21

HUBBELL INCORPORATED  
AND SUBSIDIARIES

## LISTING OF SIGNIFICANT SUBSIDIARIES

	State or Other Jurisdiction of Incorporation -----	Percentage Owned By Registrant -----
Anderson Electrical Products, Inc.	Delaware	100%
Haefely Test AG	Switzerland	100%
Hubbell, Ltd.	England	100%
Hubbell Canada Inc.	Canada	100%
The Ohio Brass Company	Delaware	100%
Hubbell Incorporated (Delaware)	Delaware	100%
Hubbell Industrial Controls, Inc.	Delaware	100%
Gleason Reel Corp.	Delaware	100%
Harvey Hubbell Caribe, Inc.	Delaware	100%
Hubbell Lighting, Inc.	Connecticut	100%
Pulse Communications, Inc.	Virginia	100%
Hipotronics, Inc.	Delaware	100%
A. B. Chance Industries, Inc.	Delaware	100%
Fargo Mfg. Company, Inc.	New York	100%

5  
1,000

12-MOS  
DEC-31-1999  
DEC-31-1999  
24,047  
0  
282,606  
4,091  
278,515  
552,840  
605,914  
296,975  
1,399,239  
343,418  
99,644  
0  
0  
716  
855,036  
1,399,239  
1,451,778  
1,451,778  
1,042,811  
1,042,811  
0  
718  
15,858  
196,995  
51,218  
145,777  
0  
0  
0  
145,777  
2.24  
2.21