

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) March 14, 2005

HUBBELL INCORPORATED

(Exact name of registrant as specified in its charter)

CONNECTICUT

1-2958

06-0397030

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(IRS Employer
Identification No.)

584 Derby Milford Road, Orange, Connecticut

06477-4024

(Address of principal executive offices)

(Zip Code)

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

N/A

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to
simultaneously satisfy the filing obligation of the registrant under any of the
following provisions (see General Instruction A.2. below):

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

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

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

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

Section 1 - Registrant's Business and Operations

Item 1.01 Entry into a Material Definitive Agreement.

Continuity Agreements

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On March 14, 2005, Hubbell Incorporated ("Hubbell") entered into agreements (the "Continuity Agreements") with the executive employees listed below (the "Executives"). The Continuity Agreements provide severance benefits in the event of a termination of employment in the circumstances described below following certain "Change in Control" events, as defined in the Continuity Agreements. The Executives, listed along with their positions, are:

- o Timothy H. Powers - Chairman of the Board, President, and Chief Executive Officer
- o Gregory F. Covino - Corporate Controller and Interim Chief Financial Officer
- o Scott H. Muse - Group Vice President
- o Thomas P. Smith - Group Vice President

Each Continuity Agreement provides for an initial term of one year from the date it was executed. After the initial one-year period, the Continuity Agreements automatically extend for additional one-year periods unless notice is given to the contrary by Hubbell at least 180 days prior to the renewal date. Unless previously terminated as described above, in the event of any Change in Control, each Continuity Agreement will remain in effect until the second anniversary thereof.

Messrs. Covino, Muse and Smith did not previously have Continuity Agreements with Hubbell. Mr. Powers' agreement is an Amended and Restated Continuity Agreement, superseding his Continuity Agreement entered into as of December 27, 1999.

Severance benefits under the Continuity Agreements become payable in the event that, following (or, in certain circumstances, in anticipation of) a Change in Control, the Executive's employment is terminated without "cause" or the Executive terminates employment for "good reason," as such terms are defined in the Continuity Agreements. The benefits payable under the Continuity Agreements generally include (i) a lump sum amount equal to three times (for Mr. Covino, two times) the Executive's annual base salary and annual bonus (as calculated under the Continuity Agreements), (ii) a pro-rated portion of the Executive's annual target bonus for the year in which termination occurs, (iii) enhanced benefits under Hubbell's Supplemental Executive Retirement Plan, (iv) outplacement services at a cost to Hubbell not exceeding 15% of the Executive's annual base salary, (v) medical, dental, vision and life insurance coverage under Hubbell's Key Man Supplemental Medical Plan (if covered thereby) or for up to 36 months (for Mr. Covino, up to 24 months) after termination, and (vi) all other accrued or vested benefits to which the Executive is entitled under benefit plans in which the Executive is participating (offset by any corresponding benefits under the Continuity Agreements). In addition, the Executive is entitled to a gross-up payment from Hubbell to cover any excise taxes (and any income taxes on the gross-up amount) imposed on these severance payments and benefits as a result of their being paid and provided in connection with a Change in Control, unless the total value of such payments and benefits is less than \$50,000 higher than the greatest amount which could be paid without being subject to excise taxes (in which event such payments and benefits will be reduced by the amount of the excess).

The foregoing summary of the terms of the Continuity Agreements is qualified in its entirety by the full text of the Continuity Agreements which are attached hereto as Exhibits 10.1 to 10.4 and are incorporated by reference.

In addition, effective as of March 14, 2005, Hubbell entered into amendments to existing continuity agreements (the "Existing Agreements") with the following executive employees, to conform their Existing Agreements with the terms of the Continuity Agreements entered into as of March 14, 2005:

- o Richard W. Davies - Vice President, General Counsel, and Secretary
- o W. Robert Murphy - Senior Group Vice President
- o James H. Biggart - Vice President and Treasurer
- o Gary N. Amato - Vice President

The Existing Agreements, all of which were entered into as of December 27, 1999 and filed as exhibits to Hubbell's Annual Report on Form 10-K for 1999 or 2002, were amended (i) to delete a provision that provided for the continuation of certain perquisites following a

termination of employment in connection with a change in control of Hubbell;
(ii) to revise the definition of "good reason"; and (iii) to delete a provision that provided for Hubbell to advance funds to the executive employee interest-free to cover his payment of certain excise taxes in certain circumstances. Mr. Murphy's and Mr. Amato's Existing Agreements were also amended to revise the computation of the benefit under Hubbell's Supplemental Executive Retirement Plan.

The foregoing summary of the terms of the amendments to the Existing Agreements is qualified in its entirety by the full text of the amendments which are attached hereto as Exhibits 10.5 to 10.8 and are incorporated by reference.

Trust Agreements - - - - -

In addition, on March 14, 2005, Hubbell entered into two grantor trust agreements (the "Trust Agreements"), as described further below, with the Bank of New York, as trustee. One grantor trust is to be used in connection with compensation plans and arrangements for the benefit of members of Hubbell's senior management, and the other in connection with plans and arrangements for the benefit of non-employee members of the Board.

The purpose of the Trust Agreements is to establish trust funds to aid Hubbell in meeting its obligations to make payments of benefits to participants and their beneficiaries under certain nonqualified retirement and other deferred compensation plans and arrangements of Hubbell, and to ensure that such obligations are met after a Change of Control (as defined in the Trust Agreements).

The trust funds under the Trust Agreements each will be initially funded with \$1,000. Hubbell may not contribute securities issued by Hubbell or any Affiliate, generally defined as any person, corporation or other entity which is a subsidiary or affiliate of Hubbell or its successor or which owns 20% or more of Hubbell's voting securities. Hubbell can at any time substitute cash or readily marketable securities of equivalent value (other than securities issued by Hubbell or any Affiliate) for the assets then in the trust fund. Prior to a Change of Control, the trustee will invest and reinvest the trust fund in accordance with written investment directions from Hubbell. On and after the occurrence of a Change of Control, and earlier if there are no investment directions then in effect, the trustee must invest and reinvest the trust fund in short-term investments, including, without limitation, government obligations, highly rated commercial paper, time or savings deposits and certificates of deposit. Each Trust Agreement is initially revocable, but will become irrevocable upon a Change of Control.

The assets of the trust funds under the Trust Agreements will be subject to the claims of Hubbell's creditors in the event of Hubbell's insolvency. In the event of certain evidence or allegations by creditors that Hubbell has become insolvent, the trustee must discontinue payment of benefits under the Trust Agreements, hold the trust fund for the benefit of Hubbell's creditors, and resume payment of benefits only upon receipt of confirmation that Hubbell is not (or is no longer) insolvent. Each Trust Agreement provides that after all of the benefits under the relevant plans have been paid in full, the trust would terminate and, after the payment of any unpaid expenses, the assets of the trust fund (if any) would revert to Hubbell.

The foregoing summary of the terms of the Trust Agreements is qualified in its entirety by the full text of the Trust Agreements which are attached hereto as Exhibits 10.9 and 10.10 and are incorporated by reference.

Item 1.02 Termination of a Material Definitive Agreement.

Employment Agreement - - - - -

Prior to the April 2002 acquisition of the LCA Group Inc. ("LCA") by Hubbell, Mr. Muse entered into an Employment Agreement, dated as of April 1, 2000 (the "Employment Agreement"), with Progress Lighting, Inc., a subsidiary of LCA. Under the terms of the Employment Agreement, upon Hubbell's acquisition of LCA, Hubbell assumed the obligations under the Employment Agreement. The Employment Agreement was terminated, effective as of March 14, 2005, in connection with the entry by Hubbell and Mr. Muse into his Continuity Agreement described above.

Section 9 - Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

Exhibit No. -----	Document Description -----
10.1	Amended and Restated Continuity Agreement, dated as of March 14, 2005, between Hubbell Incorporated and Timothy H. Powers
10.2	Continuity Agreement, dated as of March 14, 2005, between Hubbell Incorporated and Gregory F. Covino
10.3	Continuity Agreement, dated as of March 14, 2005, between Hubbell Incorporated and Scott H. Muse
10.4	Continuity Agreement, dated as of March 14, 2005, between Hubbell Incorporated and Thomas P. Smith
10.5	Amendment, dated as of March 14, 2005, to Continuity Agreement, dated as of December 27, 1999, between Hubbell Incorporated and Richard W. Davies
10.6	Amendment, dated as of March 14, 2005, to Continuity Agreement, dated as of December 27, 1999, between Hubbell Incorporated and W. Robert Murphy
10.7	Amendment, dated as of March 14, 2005, to Continuity Agreement, dated as of December 27, 1999, between Hubbell Incorporated and James H. Biggart
10.8	Amendment, dated as of March 14, 2005, to Continuity Agreement, dated as of December 27, 1999, between Hubbell Incorporated and Gary N. Amato
10.9	Grantor Trust For Senior Management Plans Trust Agreement, dated as of March 14, 2005, between Hubbell Incorporated and The Bank of New York, as Trustee
10.10	Grantor Trust For Non-Employee Director Plans Trust Agreement, dated as of March 14, 2005, between Hubbell Incorporated and The Bank of New York, as Trustee

SIGNATURES

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

HUBBELL INCORPORATED

(Registrant)

Date March 15, 2005

/s/ Richard W. Davies

(Signature)*

Name: Richard W. Davies

Title: Vice President, General Counsel
and Secretary

*Print name and title of the signing officer under his signature.

EXHIBIT INDEX

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AMENDED AND RESTATED CONTINUITY AGREEMENT

This Amended and Restated Continuity Agreement (the "Agreement") is dated as of March 14, 2005 by and between HUBBELL INCORPORATED, a Connecticut corporation (the "Company"), and TIMOTHY H. POWERS (the "Executive"), and amends and restates that certain Continuity Agreement by and between the Company and the Executive dated as of December 27, 1999.

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 first anniversary thereof; provided, however, that this Agreement shall automatically renew on each anniversary of the date hereof, 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 percent (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 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 consummation of a 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 in 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 an individual who is a member of the Company's Board of Directors on the relevant date.

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, 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 in 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 in Control, any reduction in the Executive's base salary from that which was in effect immediately prior to the Change in 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 in 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 in Control; or

(ii) after a Change in 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 in 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 in 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 immediately prior to the Change in Control; 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

(vi) during the thirty-day period immediately following the first anniversary of the Change in Control (or, if earlier, the Executive's attainment of

age 65 following the Change in Control), 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)(vi)), 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)(vi), 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 after a Change in Control, 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 (the "Bonus"). 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 Amended and Restated Supplemental Executive Retirement Plan (the "SERP"), calculated based on the Executive's actual full years of service (but in no event less than 5 years of service or more than 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) 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 in 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 percent (15%) 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 Service 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; provided, however, 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 under any employment agreement with the Executive in effect immediately prior to the Change in Control 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 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.

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.

[SIGNATURE PAGE FOLLOWS]

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

HUBBELL INCORPORATED

By: /s/ Richard W. Davies

Title: Vice President, General Counsel and Secretary

/s/ Timothy H. Powers

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 of termination of employment.
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 March 14, 2005 by and between HUBBELL INCORPORATED, a Connecticut corporation (the "Company"), and GREGORY F. COVINO (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 first anniversary thereof; provided, however, that this Agreement shall automatically renew on each anniversary of the date hereof, 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 percent (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 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 consummation of a 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 in 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 an individual who is a member of the Company's Board of Directors on the relevant date.

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, 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 in 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 in Control, any reduction in the Executive's base salary from that which was in effect immediately prior to the Change in 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 in 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 in Control; or

(ii) after a Change in 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 in 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 in 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 immediately prior to the Change in Control; 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 after a Change in Control, 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 two 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 (the "Bonus"). 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 Amended and Restated Supplemental Executive Retirement Plan (the "SERP"), calculated based on the Executive's actual full years of service (but in no event less than 5 years of service) and unreduced for early retirement thereunder; provided, however, that if the Executive has attained 8 1/3 actual years of service or more, his annual benefit pursuant to this Section 4(b)(ii) shall be calculated based on 8 1/3 years of service, unreduced for early retirement under the SERP; and provided, further, that nothing in this Section 4(b)(ii) shall entitle the Executive, if he did not previously participate in the SERP, to participate in the SERP absent the

occurrence of the contemplated Change in Control; and provided, further, that the Executive's benefit pursuant to this Section 4(b)(ii), if payable, shall be in lieu of any amount payable to him pursuant to the Company's Top Hat Restoration Plan; 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 second anniversary of the date of the Executive's Termination and (B) the commencement of comparable coverage by the Executive with a subsequent employer; 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, such benefit shall be payable in accordance with the terms of the SERP.

(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 percent (15%) 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; provided, however, 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 under any employment agreement with the Executive in effect immediately prior to the Change in Control 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.

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.

[SIGNATURE PAGE FOLLOWS]

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

HUBBELL INCORPORATED

By: /s/ Richard W. Davies

Title: Vice President, General Counsel
and Secretary

/s/ Gregory F. Covino

Executive

Address

CONTINUITY AGREEMENT

This Agreement (the "Agreement") is dated as of March 14, 2005 by and between HUBBELL INCORPORATED, a Connecticut corporation (the "Company"), and SCOTT H. MUSE (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; and

WHEREAS, such continuity compensation agreement would supersede any employment agreement between the Executive and any Employer, which employment agreement would be canceled upon the effectiveness of such continuity compensation agreement.

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.

(a) This Agreement shall become effective on the date hereof and remain in effect until the first anniversary thereof; provided, however, that this Agreement shall automatically renew on each anniversary of the date hereof, 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).

(b) This Agreement supersedes any and all employment agreements existing as of the date hereof between the Executive and any Employer. Any such employment agreement is hereby canceled and shall henceforth be of no effect.

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 percent (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 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 consummation of a 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 in 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 an individual who is a member of the Company's Board of Directors on the relevant date.

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, 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 in 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 in Control, any reduction in the Executive's base salary from that which was in effect immediately prior to the Change in 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 in 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 in Control; or

(ii) after a Change in 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 in 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 in 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 immediately prior to the Change in Control; 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 after a Change in Control, 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 (the "Bonus"). 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 Amended and Restated Supplemental Executive Retirement Plan (the "SERP"), calculated based on the Executive's actual full years of service with an Employer (excluding, in the case

of an Employer that is a subsidiary of the Company, any service prior to such Employer becoming a subsidiary of the Company), but in no event less than 5 years of service or more than 10 years of service, and unreduced for early retirement thereunder; provided, however, that this provision does not entitle the Executive, if he did not previously participate in the SERP, to participate in the SERP absent the occurrence of the contemplated Change in Control; 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 and (B) the commencement of comparable coverage by the Executive with a subsequent employer; 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, such benefit shall be payable in accordance with the terms of the SERP.

(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 percent (15%) 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; provided, however, 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 under any employment agreement with the Executive in effect immediately prior to the Change in Control 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.

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.

[SIGNATURE PAGE FOLLOWS]

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

HUBBELL INCORPORATED

By: /s/ Richard W. Davies

Title: Vice President, General

Counsel and Secretary

/s/ Scott H. Muse

Executive

Address

CONTINUITY AGREEMENT

This Agreement (the "Agreement") is dated as of March 14, 2005 by and between HUBBELL INCORPORATED, a Connecticut corporation (the "Company"), and THOMAS P. SMITH (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 first anniversary thereof; provided, however, that this Agreement shall automatically renew on each anniversary of the date hereof, 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 percent (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 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 consummation of a 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 in 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 an individual who is a member of the Company's Board of Directors on the relevant date.

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, 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 in 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 in Control, any reduction in the Executive's base salary from that which was in effect immediately prior to the Change in 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 in 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 in Control; or

(ii) after a Change in 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 in 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 in 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 immediately prior to the Change in Control; 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 after a Change in Control, 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 (the "Bonus"). 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 Amended and Restated Supplemental Executive Retirement Plan (the "SERP"), calculated based on 10 years of service and unreduced for early retirement thereunder; provided, however, that this provision does not entitle the Executive, if he did not previously participate in the SERP, to participate in the SERP absent the occurrence of the contemplated Change in Control; 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 and (B) the commencement of comparable coverage by the Executive with a subsequent employer; 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, such benefit shall be payable in accordance with the terms of the SERP.

(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 percent (15%) 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; provided, however, 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 under any employment agreement with the Executive in effect immediately prior to the Change in Control 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.

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.

[SIGNATURE PAGE FOLLOWS]

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

HUBBELL INCORPORATED

By: /s/ Richard W. Davies

Title: Vice President, General Counsel and Secretary

/s/ Thomas P. Smith

Executive

Address

AMENDMENT TO
CONTINUITY AGREEMENT

THIS FIRST AMENDMENT TO CONTINUITY AGREEMENT (this "Amendment"), is made as of March 14, 2005, by and between HUBBELL INCORPORATED, a Connecticut corporation (the "Company"), and Richard W. Davies ("Executive"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement (as defined below).

WHEREAS, as of December 27, 1999, the Company entered into the Continuity Agreement with Executive (the "Agreement"); and

WHEREAS, pursuant to Section 13 of the Agreement, the Agreement may be amended by a writing signed by Executive and an officer of the Company specifically designated by the Board of Directors of the Company (the "Board") or the Compensation Committee of the Board; and

WHEREAS, the Company and Executive desire to amend the Agreement as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby amend the Agreement as follows:

1. Section 3(e)(iv) of the Agreement is hereby amended and restated in its entirety as follows:

"(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 immediately prior to the Change in Control; or".

2. Section 4(b)(iv) of the Agreement is hereby deleted in its entirety:

3. Section 4(b)(v) of the Agreement is hereby renumbered Section 4(b)(iv).

4. Section 6(c) of the Agreement is hereby amended and restated in its entirety as follows:

"(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; provided, however, 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)."

5. This Amendment shall be and is hereby incorporated in and forms a part of the Agreement.

6. This Amendment shall be effective as of the date first written above.

7. Except as set forth herein, the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and Executive have executed this Amendment, to be effective as of the day and year first written above.

EXECUTIVE

Hubbell Incorporated

/s/ Richard W. Davies

- - - - -

Richard W. Davies

By: /s/ Timothy H. Powers

- - - - -

Name: Timothy H. Powers
Title: Chairman of the Board,
President and Chief
Executive Officer

AMENDMENT TO
CONTINUITY AGREEMENT

THIS FIRST AMENDMENT TO CONTINUITY AGREEMENT (this "Amendment"), is made as of March 14, 2005, by and between HUBBELL INCORPORATED, a Connecticut corporation (the "Company"), and William R. Murphy ("Executive"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement (as defined below).

WHEREAS, as of December 27, 1999, the Company entered into the Continuity Agreement with Executive (the "Agreement"); and

WHEREAS, pursuant to Section 13 of the Agreement, the Agreement may be amended by a writing signed by Executive and an officer of the Company specifically designated by the Board of Directors of the Company (the "Board") or the Compensation Committee of the Board; and

WHEREAS, the Company and Executive desire to amend the Agreement as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby amend the Agreement as follows:

1. Section 3(e)(iv) of the Agreement is hereby amended and restated in its entirety as follows:

"(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 immediately prior to the Change in Control; or".

2. Section 4(b)(ii) of the Agreement is hereby amended and restated in its entirety as follows:

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

3. Section 4(b)(iv) of the Agreement is hereby deleted in its entirety:

4. Section 4(b)(v) of the Agreement is hereby renumbered Section 4(b)(iv).

5. Section 6(c) of the Agreement is hereby amended and restated in its entirety as follows:

"(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; provided, however, 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)."

6. This Amendment shall be and is hereby incorporated in and forms a part of the Agreement.

7. This Amendment shall be effective as of the date first written above.

8. Except as set forth herein, the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and Executive have executed this
Amendment, to be effective as of the day and year first written above.

EXECUTIVE

Hubbell Incorporated

/s/ William R. Murphy

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William R. Murphy

By: /s/ Richard W. Davies

Name: Richard W. Davies

Title: Vice President, General
Counsel and Secretary

AMENDMENT TO
CONTINUITY AGREEMENT

THIS FIRST AMENDMENT TO CONTINUITY AGREEMENT (this "Amendment"), is made as of March 14, 2005, by and between HUBBELL INCORPORATED, a Connecticut corporation (the "Company"), and James H. Biggart ("Executive"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement (as defined below).

WHEREAS, as of December 27, 1999, the Company entered into the Continuity Agreement with Executive (the "Agreement"); and

WHEREAS, pursuant to Section 13 of the Agreement, the Agreement may be amended by a writing signed by Executive and an officer of the Company specifically designated by the Board of Directors of the Company (the "Board") or the Compensation Committee of the Board; and

WHEREAS, the Company and Executive desire to amend the Agreement as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby amend the Agreement as follows:

1. Section 3(e)(iv) of the Agreement is hereby amended and restated in its entirety as follows:

"(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 immediately prior to the Change in Control; or".

2. Section 4(b)(iv) of the Agreement is hereby deleted in its entirety:

3. Section 4(b)(v) of the Agreement is hereby renumbered Section 4(b)(iv).

4. Section 6(c) of the Agreement is hereby amended and restated in its entirety as follows:

"(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; provided, however, 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)."

5. This Amendment shall be and is hereby incorporated in and forms a part of the Agreement.

6. This Amendment shall be effective as of the date first written above.

7. Except as set forth herein, the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and Executive have executed this Amendment, to be effective as of the day and year first written above.

EXECUTIVE

Hubbell Incorporated

/s/ James H. Biggart

By: /s/ Timothy H. Powers

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James H. Biggart

Name: Timothy H. Powers

Title: Chairman of the Board,
President and Chief
Executive Officer

AMENDMENT TO
CONTINUITY AGREEMENT

THIS FIRST AMENDMENT TO CONTINUITY AGREEMENT (this "Amendment"), is made as of March 14, 2005, by and between HUBBELL INCORPORATED, a Connecticut corporation (the "Company"), and Gary N. Amato ("Executive"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement (as defined below).

WHEREAS, as of December 27, 1999, the Company entered into the Continuity Agreement with Executive (the "Agreement"); and

WHEREAS, pursuant to Section 13 of the Agreement, the Agreement may be amended by a writing signed by Executive and an officer of the Company specifically designated by the Board of Directors of the Company (the "Board") or the Compensation Committee of the Board; and

WHEREAS, the Company and Executive desire to amend the Agreement as set forth herein, to clarify such intent.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby amend the Agreement as follows:

1. Section 3(e)(iv) of the Agreement is hereby amended and restated in its entirety as follows:

"(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 immediately prior to the Change in Control Transaction; or".

2. Section 4(b)(ii) of the Agreement is hereby amended and restated in its entirety as follows:

"(ii) an annual benefit under the Company's Amended and Restated Supplemental Executive Retirement Plan (the "SERP"), calculated based on 8 1/3 years of service and unreduced for early retirement thereunder; provided, however, that this provision does not entitle the Executive, if he did not previously participate in the SERP, to participate in the SERP absent the occurrence of the contemplated Change in Control; and provided, further, that the Executive's benefit pursuant to this Section 4(b)(ii), if payable, shall be in lieu of any amount payable to him pursuant to the Company's Top Hat Restoration Plan; and".

3. Section 4(b)(iv) of the Agreement is hereby deleted in its entirety:

4. Section 4(b)(v) of the Agreement is hereby renumbered Section 4(b)(iv).

5. Section 6(c) of the Agreement is hereby amended and restated in its entirety as follows:

"(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; provided, however, 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)."

6. This Amendment shall be and is hereby incorporated in and forms a part of the Agreement.

7. This Amendment shall be effective as of the date first written above.

8. Except as set forth herein, the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and Executive have executed this Amendment, to be effective as of the day and year first written above.

EXECUTIVE

Hubbell Incorporated

/s/ Gary N. Amato

By: /s/ Richard W. Davies

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- - - - -

Gary N. Amato

Name: Richard W. Davies
Title: Vice President, General
Counsel and Secretary

HUBBELL INCORPORATED GRANTOR TRUST FOR SENIOR MANAGEMENT PLANS
TRUST AGREEMENT

TRUST AGREEMENT

TRUST AGREEMENT made and entered into as of the 14th day of March, 2005, by and between HUBBELL INCORPORATED, a corporation organized under the laws of the State of Connecticut (hereinafter referred to as the "Company") and THE BANK OF NEW YORK, a New York banking corporation (hereinafter referred to as the "Trustee").

WHEREAS, the Company has established the Plans (as defined below) as unfunded plans maintained for the purpose of providing deferred compensation for a select group of management and/or highly compensated employees from time to time participating in any such Plan; and

WHEREAS, under the Plans, the Company is required to pay Benefits to the Participants or their Beneficiaries; and

WHEREAS, the Company intends from time to time to contribute cash or other property reasonably acceptable to the Trustee which cash or property will, as and when received by the Trustee, constitute a trust fund to aid the Company in meeting its obligations to make payments of Benefits to Participants and Beneficiaries under the Plans and to assure that such obligations are met after a Change of Control; and

WHEREAS, the establishment of this Trust shall not affect the Company's continuing obligation to make payments to Participants and Beneficiaries under each Plan except that the Company's liability thereunder shall be offset by actual payments made on its behalf by the Trustee hereunder; and

WHEREAS, the Company intends that the Trust Fund shall be held by the Trustee and invested, reinvested and distributed all in accordance with the provisions of this Trust Agreement; and

WHEREAS, each Plan provides, and the Company intends, that the assets of the Trust Fund shall be and remain subject to the claims of the Company's creditors as herein provided and that such Plan not be deemed funded solely by virtue of the existence of this Trust; and

WHEREAS, the Trust is intended to be a "grantor trust" with the result that the corpus and income of the Trust are treated as assets and income of the Company pursuant to Sections 671 through 679 of the Code; and

WHEREAS, the Company intends that no Plan be deemed funded within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), despite the existence of this Trust; and

WHEREAS, the Trust shall initially be revocable but shall become irrevocable upon the occurrence of a Change of Control.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Company and the Trustee declare and agree as follows:

1. DEFINITIONS; ESTABLISHMENT OF TRUST

1.1 Definitions.

Whenever used in this Trust Agreement, unless otherwise provided or the context otherwise requires:

(a) "Administrator" shall mean the individual, individuals or committee appointed by the Board of Directors of the Company to control and manage the operation and administration of the applicable Plan.

(b) "Affiliate" shall mean any person, corporation or other entity which the Company shall have advised the Trustee in writing is a subsidiary or affiliate of the Company or its successor or which owns 20% or more of the voting securities of the Company.

(c) "Authorized Officer" shall mean the Chairman, President, any Vice President, the Secretary or the Treasurer of the Company or any other person or persons as may be designated by any such officer.

(d) "Beneficiary" shall mean the beneficiary of a Participant as set forth on the Payment Schedule and in accordance with the applicable Plan or as thereafter changed in accordance with this Trust Agreement and in accordance with the applicable Plan and which is in effect on the date of the Participant's death; provided that the Trustee shall have no duty or obligation to review any Plan to identify any Beneficiary, and its duty to identify any Beneficiary shall be based solely from a review of the Payment Schedule. If no designated beneficiary survives the

Participant or if no Beneficiary is designated as provided herein, the legal representative of the Participant's estate shall be the Beneficiary. If a designated beneficiary survives the Participant but dies before payment in full of Benefits from the Trust has been made, the legal representative of such beneficiary's estate shall become the Beneficiary. References to a Participant in this Trust Agreement in connection with payments hereunder shall also refer to such Participant's Beneficiary unless the context clearly requires otherwise.

(e) "Benefits" shall mean the payments required to be made to a Participant or his Beneficiary pursuant to a Payment Schedule.

(f) "Change of Control" shall have the meaning assigned to such term by Section 6.2 hereof.

(g) "Code" shall mean the Internal Revenue Code of 1986 as from time to time amended.

(h) "Company" shall mean HUBBELL INCORPORATED or its successors.

(i) "Final Determination" shall mean (i) an assessment of tax by the Internal Revenue Service addressed to the Participant or his Beneficiary which is not timely appealed to the courts; (ii) a final determination by the United States Tax Court or any other Federal Court, the time for an appeal thereof having expired or been waived; or (iii) an opinion by the Company's counsel, addressed to the Company and the Trustee and in form and substance reasonably satisfactory to the Trustee, to the effect that amounts held in the Trust are subject to Federal income tax to the Participant or his Beneficiary prior to payment. Notwithstanding the foregoing, no Final Determination shall be deemed to have occurred until the Trustee has actually received a copy of the assessment, court order or opinion which forms the basis thereof and such other documents as it may reasonably request.

(j) "Incumbency Certificate" shall mean a certificate of the Secretary or any Assistant Secretary of the Company identifying the Administrator (or every member thereof if the Administrator consists of more than one person) and each Authorized Officer, which certificate shall include the name, title and specimen signature of each such person and any changes thereto.

(k) "Insolvent" with respect to the Company shall mean that (i) the Company is unable to pay its debts generally as they come due and/or (ii) the Company is subject to a pending

proceeding as a debtor under the Federal Bankruptcy Code or any successor statute.

(l) "Participant" shall mean at the time of determination, an employee of the Company or of an Affiliate who is participating in the applicable Plan and with respect to whom a Payment Schedule is then in effect.

(m) "Payment Schedule" shall mean, collectively, the list of Participants in the form of Exhibit A and the schedule of Benefits payable from the Trust Fund to such Participants in the form of Exhibit A-1 or A-2, as appropriate, or any amendment or substitution thereof as may be provided to the Trustee by the Company prior to a Change of Control in accordance with Section 4.5 of this Trust Agreement.

(n) "Plan" (and collectively, "Plans") shall mean any of (i) any Continuity Agreement between the Company and any of its senior executives, (ii) the Hubbell Incorporated Amended and Restated Supplemental Executive Retirement Plan or (iii) the Hubbell Incorporated Top Hat Restoration Plan, each as from time to time amended.

(o) "Plan Year" shall mean the fiscal year ending on the last day of December.

(p) "Recordkeeper" shall mean the organization identified in Section 3.1.

(q) "Reliable Source" shall mean (i) a report filed with the Securities and Exchange Commission, (ii) a public statement issued by the Company, The New York Times or The Wall Street Journal, or (iii) a certificate of the Company signed by the Chief Executive Officer or by the Chairman of the Board of Directors.

(r) "Termination" shall mean a Participant's termination of employment with the Company or an Affiliate and, if there exists a Continuity Agreement between the Participant and the Company, within the meaning of such Continuity Agreement.

(s) "Termination Affidavit" shall mean an affidavit of a Participant in the form annexed hereto as Exhibit B-1 or B-2, as appropriate.

(t) "Trust" shall mean the Trust established under this Trust Agreement.

(u) "Trust Agreement" shall mean this trust agreement as from time to time amended.

(v) "Trust Fund" shall mean the trust fund held from time to time by the Trustee hereunder consisting of all contributions received by the Trustee together with the investments and reinvestments made therewith and all net profits and earnings thereon less all payments and charges therefrom.

1.2 Establishment and Title of the Trust.

The Company hereby establishes with the Trustee a trust to be known as the "HUBBELL INCORPORATED GRANTOR TRUST FOR SENIOR MANAGEMENT PLANS", consisting of such sums of money and other property reasonably acceptable to the Trustee as from time to time shall be paid or delivered to the Trustee. The Trustee acknowledges the receipt of \$1,000.00 representing the initial contribution to the Trust. The Trust Fund shall be held by the Trustee in trust and shall be dealt with in accordance with the provisions of this Trust Agreement. The Company shall at all times have the power to reacquire the Trust Fund by substituting cash or readily marketable securities of equivalent value, net of any costs of disposition (other than securities issued by the Company or any Affiliate), and such other property shall, following such substitution, constitute the Trust Fund.

1.3 Acceptance by the Trustee.

The Trustee accepts the Trust established hereunder on the terms and conditions set forth herein and agrees to perform the duties imposed on it by this Trust Agreement.

1.4 Incumbency Certificates.

The Secretary or any Assistant Secretary of the Company, pursuant to authorization of the Board of Directors of the Company, will promptly deliver an Incumbency Certificate to the Trustee with respect to the Administrator (or every member thereof if the Administrator consists of more than one person) and each Authorized Officer and any changes thereto. The Trustee shall be entitled to rely on the identity of the Administrator and any Authorized Officer until it receives written notice to the contrary.

1.5 Effective Date.

This Trust Agreement shall be effective as of the date and year first above written.

2. INVESTMENT AND ADMINISTRATION OF THE TRUST FUND

2.1 Powers and Duties of the Trustee.

In addition to every power and discretion conferred upon the Trustee by any other provision of this Trust Agreement, the Trustee will have the following express powers with respect to the Trust Fund:

(a) Subject to Section 2.2 hereof, to make investments and reinvestments of the assets of the Trust Fund including investments which yield little or no income and from time to time hold funds uninvested, without distinction between principal and income; and in making and holding investments, the Trustee will not be restricted to those investments which are authorized by the law of the State of New York for the investment of trust funds, provided, however, that no investment shall be made in any securities or other obligations of the Company or of any Affiliate. The Trustee is further authorized and empowered to invest and reinvest all or any part of such assets through the medium of any common, collective or commingled trust fund or pool maintained by it as the same may have heretofore been or may hereafter be established or amended.

(b) To retain, to exchange for any other property, to sell in any manner and at any time, any property, and to grant options to sell any such property, without regard to restrictions (other than those imposed by applicable law) and without the approval of any court.

(c) To vote personally or by proxy and to delegate power and discretion to such proxy.

(d) To exercise subscription, conversion and other rights and options, and to make payments from the Trust Fund in connection therewith.

(e) To take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing and any other plan or change affecting any property, and in connection therewith, to delegate its discretionary powers and to pay assessments, subscriptions and other charges from the Trust Fund.

(f) In any manner, and to any extent, to waive, modify, reduce, compromise, release, settle and extend the time of payment of any claim of whatsoever nature in favor of or

against the Trustee or all or any part of the Trust Fund and to commence or defend suits or other legal proceedings in connection therewith.

(g) To make executory contracts and to grant options for any purposes, and to make such contracts and options binding on the trust and enforceable against any property of the Trust Fund.

(h) Upon any terms, to borrow money from any person (including, to the extent permitted by applicable law, the Trustee in its individual capacity) and to pledge assets of the Trust Fund as security for repayment.

(i) To hold all or any part of the Trust Fund in cash and without obligation to pay or earn interest thereon.

(j) To hold assets in time or demand deposits (including deposits with the Trustee in its individual capacity which pay a reasonable rate of interest).

(k) To employ agents, experts and counsel, to delegate discretionary powers to, and rely upon information and advice furnished by, such agents, experts and counsel and to pay their reasonable fees and disbursements.

(l) From time to time to register any property in the name of its nominee or in its own name, or to hold it unregistered or in such form that title shall pass by delivery or to cause the same to be deposited in a depository or clearing corporation or system established to settle transfers of securities and to cause such securities to be merged and held in bulk by the nominee of such depository or clearing corporation or system.

2.2 Investment Directions and Guidelines.

(a) Investment Directions Prior to a Change of Control. Prior to a Change of Control, in exercising its powers under Section 2.1 hereof, the Trustee shall invest and reinvest the Trust Fund in accordance with the investment directions delivered to the Trustee in writing by the Company. The Company may from time to time prior to a Change of Control substitute new investment directions in a writing signed by an Authorized Officer of the Company. Until the Trustee receives new investment directions, the Trustee may rely and shall be fully protected in relying on the last investment directions it has received. The obligation to supply investment directions shall

be solely on the Company and, except as provided in Section 2.2(b), the Trustee shall have no obligation to invest the Trust Fund in the absence of directions.

(b) Investments On and After a Change of Control. On and after the occurrence of a Change of Control (and prior to a Change of Control if the Company has not delivered investment directions to the Trustee or there are no such investment directions then in effect), in exercising its powers under Section 2.1 hereof, the Trustee shall, consistent with the overall objective of the Trust Fund which is the preservation of capital, invest and reinvest the Trust Fund in short-term investments, including, without limitation, obligations issued or guaranteed by the United States of America or any agency thereof, proportionate interests in any such obligations held by any bank or trust company organized under the laws of the United States of America or any state thereof as a custodian, commercial paper rated A-1 by Standard & Poors Corporation or P-1 by Moody's Investment Services, Master Notes of corporations with commercial paper ratings of A-1 or P-1, time or savings deposits and certificates of deposit.

3. ACCOUNTS; CONTRIBUTIONS

3.1 Trust Fund Accounting.

(a) All contributions received by the Trustee and all other receipts of the Trustee, whether by way of dividends, interest or otherwise for the account of the Trust Fund, may be commingled, held, invested and, with all disbursements therefrom, accounted for by the Trustee as a single fund. All recordkeeping or valuation of the accounts of individual participants shall be the responsibility of a recordkeeper (the "Recordkeeper") appointed by the Company. The Recordkeeper shall also perform such other functions as are specified in this Agreement. The Company shall notify the Trustee of the identity of the Recordkeeper upon the signing of this Agreement. Prior to a Change of Control, the Company shall be solely responsible for the appointment of a substitute Recordkeeper in the event that the Recordkeeper resigns or fails to perform its duties hereunder. Following a Change of Control, the Trustee shall be responsible for appointment of a Recordkeeper in the event that the Recordkeeper resigns or, in the judgment of the Trustee and after notice to the Participants known to it as of the Trustee's appointment of a new Recordkeeper, the Recordkeeper fails to perform its duties hereunder, but, notwithstanding anything in this Agreement to the contrary, the Trustee shall assume no liability whatsoever on account of such appointment in good

faith of a successor Recordkeeper, absent the Trustee's negligent appointment of such successor Recordkeeper. The Trustee may rely conclusively on all information received from the Recordkeeper.

3.2 Contributions by the Company.

(a) The Trustee shall receive from the Company such amounts in cash or other property reasonably acceptable to the Trustee as the Company may from time to time determine. The Trustee shall be under no obligation to seek collection of any contribution from the Company. All responsibility for the determination of the amount, timing and type of payments made to the Trustee, or otherwise establishing a funding policy consistent with the objectives of the applicable Plan shall be on the Company or its designee.

(b) In addition to contributions made to the Trust pursuant to Section 3.2(a), the Company may from time to time deliver to the Trustee such other amounts as the Company may consider necessary or appropriate to provide for the payment of expenses of the Trust.

4. PAYMENT OF BENEFITS

4.1 Payments Prior to a Change of Control.

Prior to a Change of Control, solely out of the Trust Fund and with no obligation otherwise to make any payment, the Trustee shall make such payments as shall be directed by the Company in writing. The Trustee may rely and shall be fully protected in relying on such directions.

4.2 Payments On and After Change of Control.

(a) On and after the occurrence of a Change of Control in the event of a Participant's Termination, such Participant shall provide the Trustee with a Termination Affidavit. If the Participant is deceased, the Termination Affidavit shall be provided by the Beneficiary who shall also supply the Trustee with a certified copy of the death certificate of the Participant (and, where the Beneficiary is the legal representative of the estate of a Beneficiary who survives the Participant but dies before all benefits have been paid, a certified copy of the death certificate of such Beneficiary), an inheritance tax waiver and such other documents as the Trustee may reasonably require (including, without limitation, certified copies of letters testamentary). Promptly

upon receipt thereof, the Trustee shall mail a copy of the Termination Affidavit to the Company. The Trustee, solely out of the Trust Fund and with no obligation otherwise to make any payment, shall, as soon as administratively practicable and in conformity with the instructions set forth in the Payment Schedule, make payments to such Participant or Beneficiary at the times and in the manner set forth in the Payment Schedule last received by the Trustee with respect to such Participant or Beneficiary and consistent with the information set forth in the Termination Affidavit. The Trustee may rely and shall be fully protected in relying on the contents of a Termination Affidavit and all documentation and other information provided to it by the Company or the Administrator for all purposes under this Trust Agreement as if the applicable Plan were deemed funded and the Company and the Administrator were "named fiduciaries" as such term is defined in Section 402(a)(2) of ERISA.

(b) Payments to Participants shall be made in the order of the receipt of Termination Affidavits. In the event that the Trustee receives more than one Termination Affidavit on the same day and the Trust Fund is not sufficient to make all of the payments otherwise required as a result of the receipt of such Termination Affidavits, the Trustee, after the payment of all of its unpaid compensation and expenses, shall distribute the balance of the Trust Fund to the Participants who have submitted such Termination Affidavits on a pro rata basis.

4.3 Payments in the Event of a Final Determination.

Notwithstanding anything contained in Section 4 of this Trust Agreement to the contrary, if at any time (i) a Final Determination is made that the income of the Trust Fund is taxable to the Trust as an entity and not to the Company, or (ii) if a tax, as a result of a Final Determination, is payable by one or more Participants in respect of any interest in the Trust Fund prior to payment of such interest to such Participant or Participants, then, (x) in case of the occurrence of the event described in clause (i), the Trust shall terminate and the assets thereof shall be paid to the Company, (y) in the event of the occurrence of the event described in clause (ii), the Trustee, solely out of the Trust Fund and with no obligation otherwise to make any payment, shall pay to the affected Participant the amount of the tax so payable, and (z) in the event of the occurrence of the events described in both clauses (i) and (ii), the Trustee shall first pay to the affected Participant or Participants the amount of tax so payable, and then the Trust shall terminate and the remaining assets thereof shall be paid to the Company. Notwithstanding any other

provision of this Trust Agreement, if any amounts held in the Trust are found in a Final Determination to have been includable in gross income of a Participant prior to payment of such amounts from the Trust, the Trustee shall, as soon as practicable (but in no event later than ten (10) business days after receiving notice of such Final Determination), pay such amounts to such Participant. For purposes of this Section 4.3, the Trustee shall be entitled to rely on an affidavit from a Participant (substantially in the form annexed hereto as Exhibit C) to the effect that a Final Determination described in clause (ii) above has occurred.

4.4 Rules Governing Payments.

The Trustee shall not make any payments to Participants or Beneficiaries from the Trust Fund except as provided in Sections 4.1, 4.2 or 4.3 even though it may be informed from another source that payments are due under any Plan. The Trustee shall have no duty to determine the propriety or amount of such payments or the rights of any person in the Trust Fund. The Company shall on a timely basis provide the Trustee with written instructions for the reporting and withholding of any federal, state and local taxes that may be required to be reported and withheld with respect to any amount paid under Section 4.1, 4.2 or 4.3, and the Trustee shall comply with such written instructions and shall pay any taxes withheld to the appropriate taxing authorities. The Trustee may rely conclusively (and shall be fully protected in such reliance) on the written instructions of the Company as to all tax reporting and withholding requirements.

4.5 Payment Schedules.

Upon the execution of this Trust Agreement, the Company shall deliver to the Trustee a list of current Participants substantially in the form of Exhibit A and the initial Payment Schedules substantially in the form of Exhibits A-1 and A-2. The Company may from time to time add additional Payment Schedules to the Trust Agreement and may from time to time amend the Payment Schedules then in effect or substitute new Payment Schedules without the written consent of the Participant or Participants to whom such Payment Schedules relate; provided, however, that following a Change of Control the Company shall not have the power to add or substitute Payment Schedules nor may the Company amend a Payment Schedule without the written consent of the Participant to whom such Payment Schedule relates. The Trustee may rely and shall be fully protected in relying on the contents of a Payment Schedule for all purposes

under this Trust Agreement without inquiry until it receives an amendment thereto or a new Payment Schedule in substitution thereof to the extent permitted hereunder.

4.6 Designation of Beneficiaries.

At the time that the Company first submits a Payment Schedule with respect to a Participant, it shall ascertain from such Participant the identity of such Participant's Beneficiary and shall identify such Beneficiary on the initial Payment Schedule submitted to the Trustee with respect to such Participant. In submitting a Payment Schedule with a Beneficiary designated thereon, the Company shall be deemed to certify that such designation accurately reflects the Participant's instructions to the Company. At any time, a Participant may revoke or change a Beneficiary designation without the consent of any prior Beneficiary by mailing or delivering a written Change or Revocation of Beneficiary Designation substantially in the form annexed hereto as Exhibit D to the Trustee at the address set forth in Section 8.3(b); provided, however, that no change or revocation of a designation shall be valid unless it is actually received by the Trustee during the Participant's lifetime.(1) The Trustee may rely and shall be fully protected in relying on the last Beneficiary designation in its possession as of the date of a Participant's death.

4.7 Company's Continuing Obligations.

Notwithstanding any provisions of this Trust Agreement to the contrary, the Company shall remain obligated to pay the Benefits under any Plan. Nothing in this Trust Agreement shall relieve the Company of its liabilities to pay the Benefits except to the extent such liabilities are met by the application of Trust Fund assets.

4.8 Excess Amounts.

After all of the Benefits have been paid in full, the Trust shall terminate and, after the payment of any unpaid expenses, the assets of the Trust Fund (if any) shall be transferred to the Company.

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(1) In some cases, the laws of the jurisdiction in which the participant resides may require spousal consent to a change in beneficiary.

4.9. Company's Intent.

It is the intention of the Company to have the Trust Fund satisfy the Company's legal liability under the applicable Plan, and to have the balance, if any, in the Trust Fund revert to the Company after all of the Company's legal liabilities with respect to Benefits under any Plan have been met. The Company, therefore, agrees that all income, deductions and credits of the Trust Fund belong to it as owner for income tax purposes and will be included on the Company's income tax returns.

5. CONCERNING THE TRUSTEE

5.1 Notices to the Trustee.

Absent its own negligence or willful misconduct, the Trustee may rely on the authenticity, truth and accuracy of, and will be fully protected in acting upon:

(a) any notice, direction, certification, approval or other writing of the Company, if evidenced by an instrument signed in the name of the Company by an Authorized Officer; and

(b) any copy of a resolution of the Board of Directors of the Company, if certified by the Secretary or an Assistant Secretary of the Company under its corporate seal; or

(c) any notice, direction, certification, approval or other writing, or other transmitted form of instruction received by the Trustee and believed by it to be genuine and to be sent by or on behalf of the Administrator.

5.2 Expenses of the Trust Fund.

The Trustee is authorized to pay out of the Trust Fund: (a) all brokerage fees and transfer tax expenses and other expenses incurred in connection with the sale or purchase of investments; (b) all real and personal property taxes, income taxes and other taxes of any kind at any time levied or assessed under any present or future law upon, or with respect to, the Trust Fund or any property included in the Trust Fund; (c) the Trustee's compensation and expenses as provided in Section 5.3 hereof; and (d) all other reasonable expenses of administering the Trust, unless promptly paid to the Trustee by the Company.

5.3 Compensation of the Trustee.

The Company will pay to the Trustee such compensation for its services as set forth on Exhibit E as from time to time amended by the Company and the Trustee and will reimburse the Trustee for all reasonable expenses (including reasonable attorneys' fees) incurred by the Trustee in the administration of the Trust. If not promptly paid on request, the Trustee may charge such fees and expenses to and pay the same from the Trust Fund. The compensation and expenses of the Trustee shall constitute a lien on the Trust Fund.

5.4 Limitation of Liability.

The Trustee shall not be liable for any Losses (as defined below) or action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of negligence or willful misconduct on its part. In no event shall the Trustee be liable (i) for acting in accordance with instructions received in accordance with the terms of this Trust Agreement from the Company, any Participant, Beneficiary, Administrator, or the Recordkeeper, (ii) for special, consequential or punitive damages, (iii) for the acts or omissions of its correspondents, designees, agents or subcustodians, or (iv) for any Losses due to forces beyond the control of the Trustee, including without limitation strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or acts of God, the insolvency of any non-affiliated party, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

5.5 Protection of the Trustee.

The Company shall pay and shall protect, indemnify and save harmless the Trustee and its officers, employees and agents from and against any and all losses, liabilities (including liabilities for penalties), actions, suits, judgments, demands, damages, costs and expenses (including, without limitation, attorneys' fees and expenses) of any nature (collectively, "Losses") arising from or relating to any action or any failure to act by the Company, its officers, employees and agents or the transactions contemplated by this Trust Agreement, including, but not limited to, any claim made by a Participant or his beneficiary with respect to payments made or to be made by the Trustee, any claim made by the Company or its successor, whether pursuant to a sale of assets, merger, consolidation, liquidation or otherwise, that this Trust Agreement is invalid or ultra

vires, except to the extent that any such Loss has been determined by a final judgment of a court of competent jurisdiction to be solely the result of the negligence or willful misconduct of the Trustee. To the extent that the Company has not fulfilled its obligations under the foregoing provisions of this Section, the Trustee shall be reimbursed out of the assets of the Trust Fund or may set up reasonable reserves for the payment of such obligations. The Trustee assumes no obligation or responsibility with respect to any action required by this Trust Agreement on the part of the Company, the Administrator or the Recordkeeper.

5.6 Duties of the Trustee.

The Trustee will be under no duties whatsoever, except such duties as are specifically set forth as such in this Trust Agreement, and no implied covenant or obligation will be read into this Trust Agreement against the Trustee. The Trustee will not be compelled to take any action toward the execution or enforcement of the Trust or to prosecute or defend any suit in respect thereof, unless indemnified to its reasonable satisfaction against loss, cost, liability and expense; and the Trustee will be under no liability or obligation to anyone with respect to any failure on the part of the Company, the Administrator, the Recordkeeper or a Participant to perform any of their respective obligations under the applicable Plan. Nothing in this Trust Agreement shall be construed as requiring the Trustee to make any payment in excess of the amounts held in the Trust Fund at the time of such payment or otherwise to risk its own funds.

5.7 Pricing Services.

To the extent that the Trustee provides values of, and pricing information with respect to, securities, the Trustee is authorized to utilize generally recognized pricing services (including brokers, dealers and market makers). If the Trustee utilizes such services, the Trustee shall not be liable or responsible for or be under any duty to inquire into, nor be deemed to make any assurances or warranties with respect to, the accuracy or completeness of such values or information, even if the Trustee, in performing services for itself and others, including services similar to those performed for the Company, receives different valuations of the same or similar securities of the same issuer. In the event such services are unable to provide a value of or pricing information with respect to securities and the Trustee, nevertheless, provides values and pricing information, the Trustee shall so advise the Company,

but shall have no other obligation or liability with respect to such valuation or pricing information.

5.8 Settlement of Accounts of the Trustee.

The Trustee shall keep or cause to be kept accurate and detailed accounts of all investments, receipts, disbursements and other transactions hereunder. Such accounts shall be open to inspection and audit at all reasonable times during normal business hours by any person designated by the Company or the Administrator. At least annually after the end of each Plan Year (and within sixty (60) days thereafter), the Trustee shall file with the Company and the Administrator a written account, listing the investments of the Trust Fund and any uninvested cash balance thereof, and setting forth all receipts, disbursements, payments and other transactions respecting the Trust Fund not included in any such previous account. Any account, when approved by the Company and the Administrator, will be binding and conclusive on the Company, the Administrator and all Participants, and the Trustee will thereby be released and discharged from any liability or accountability to the Company, the Administrator and all Participants with respect to all matters set forth therein. Omission by the Company or the Administrator to object in writing to any specific items in any such account within ninety (90) days after its delivery will constitute approval of the account by the Company and the Administrator. No other accounts or reports shall be required to be given to the Company, the Administrator or a Participant except as stated herein or except as otherwise agreed to in writing by the Trustee. The Trustee shall not be required to file, and no Participant or Beneficiary shall have right to compel, an accounting, judicial or otherwise, by the Trustee.

5.9 Right to Judicial Settlement.

Nothing contained in this Trust Agreement shall be construed as depriving the Trustee of the right to have a judicial settlement of its accounts, and upon any proceeding for a judicial settlement of the Trustee's accounts or for instructions the only necessary parties thereto in addition to the Trustee shall be the Company, in the case of a proceeding commenced prior to a Change of Control, or the Company and the Participants to whom additional Benefits are payable pursuant to a Payment Schedule then in effect (or, in the case of a deceased Participant still entitled to Benefits from the Trust Fund, his Beneficiary), in the case of a proceeding commenced on or after a Change of Control.

5.10 Resignation or Removal of the Trustee.

The Trustee may at any time resign and may at any time be removed by the Company upon thirty (30) days' notice in writing; provided, however, that following a Change of Control, the Company shall have the right to remove the Trustee only with the written consent of two-thirds of the Participants to whom additional Benefits are payable pursuant to a Payment Schedule then in effect. The Recordkeeper shall be solely responsible for obtaining and tabulating such consents and the Trustee may rely conclusively on information received from the Recordkeeper.

5.11 Appointment of Successor Trustee.

In the event of the resignation or removal of the Trustee, or in any other event in which the Trustee ceases to act, a successor trustee may be appointed by the Company by instrument in writing delivered to and accepted by the successor trustee; provided, however, that following a Change of Control, the designation of a successor trustee shall be approved in writing by two-thirds of the Participants to whom additional Benefits are payable pursuant to a Payment Schedule then in effect. The Recordkeeper shall be solely responsible for obtaining and tabulating such approvals and the Trustee may rely conclusively on information received from the Recordkeeper. Notice of such appointment and approval, if applicable, will be given by the Recordkeeper to the retiring trustee, and the successor trustee will deliver to the retiring trustee an instrument in writing accepting such appointment. Notwithstanding the foregoing, if no appointment and approval, if applicable, of a successor trustee is made by the Company within a reasonable time after such a resignation, removal or other event, any court of competent jurisdiction may appoint a successor trustee after such notice, if any, solely to the Company and the retiring trustee, as such court may deem suitable and proper.

In the event of such resignation, removal or other event, the retiring trustee or its successors and assigns shall file with the Company a final account to which the provisions of Section 5.8 hereof relating to annual accounts shall apply.

In the event of the appointment of a successor trustee, such successor trustee will succeed to all the right, title and estate of, and will be, the Trustee; and the retiring trustee will after the settlement of its final account and the receipt of any compensation or expenses due it, deliver the Trust Fund to the successor trustee together with all such instruments of transfer, conveyance, assignment and further assurance as the

successor trustee may reasonably require. The retiring trustee will retain a lien upon the Trust Fund to secure all amounts due the retiring trustee pursuant to the provisions of this Trust Agreement.

5.12 Merger or Consolidation of the Trustee.

Any corporation continuing as the result of any merger or resulting from any consolidation to which merger or consolidation the Trustee is a party, or any corporation to which substantially all the business and assets of the Trustee may be transferred, will be deemed automatically to be continuing as the Trustee.

6. ENFORCEMENT; CHANGE OF CONTROL; CREDITORS

6.1 Enforcement of Trust Agreement and Legal Proceedings.

The Company shall have the right to enforce any provision of this Trust Agreement, and on or after a Change of Control, any Participant (or if such Participant is deceased, his Beneficiary) shall have the right as a beneficiary of the Trust to enforce any provision of this Trust Agreement that affects the right, title and interest of such Participant in the Trust. Except as otherwise provided in Sections 5.8 and 5.9 hereof, in any action or proceeding affecting the Trust, the only necessary parties shall be the Company, the Trustee and the Participants with an interest in the Trust Fund and, except as otherwise required by applicable law, no other person shall be entitled to any notice or service of process. Any judgment entered in such an action or proceeding shall, to the maximum extent permitted by applicable law, be binding and conclusive on all persons having or claiming to have any interest in the Trust.

6.2 Change of Control.

For purposes of this Section, "Change of Control" shall mean any one of the following:

(1) Continuing Directors no longer constitute at least 2/3 of the Directors;

(2) 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 Section

6.2(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 ERISA) maintained by the Company or any affiliate of the Company;

(3) the consummation of a 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

(4) 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.

For purposes of this Section, "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.

For purposes of this Section, "Director" means an individual who is a member of the Company's Board of Directors on the relevant date.

Notwithstanding the foregoing definition of Change of Control, no Change of Control shall be deemed to have occurred for purposes of this Trust Agreement unless and until the Trustee receives a written notice of the existence of such Change of Control from a person holding one or more of the following positions with the Company immediately preceding the event giving rise to the Change of Control: chairman of the board of directors, president, chief executive officer, general counsel, chief financial officer, or treasurer. The Trustee may rely conclusively upon such notice.

6.3 Insolvency of the Company.

(a) If at any time (i) the Company or a person claiming to be a creditor of the Company alleges in writing to the Trustee that the Company has become Insolvent, (ii) the Trustee is served with any order, process or paper from which it appears that an allegation to the effect that the Company is Insolvent has been made in a judicial proceeding or (iii) the Trustee has actual knowledge of a current report or statement from a nationally recognized credit reporting agency or from a Reliable Source to the effect that the Company is Insolvent, the Trustee shall discontinue payment of Benefits under this Trust Agreement, shall hold the Trust Fund for the benefit of the Company's creditors, and shall resume payment of Benefits under this Trust Agreement in accordance with Section 4 hereof only upon receipt of an order of a court of competent jurisdiction requiring such payment or if the Trustee has actual knowledge of a current report or statement from a nationally recognized credit reporting agency or other Reliable Source (other than a Reliable Source described in clause (iii) of the definition thereof) to the effect that the Company is not Insolvent; provided, however, that in the event that payment of Benefits was discontinued by reason of a court order or injunction, the Trustee shall resume payment of Benefits only upon receipt of an order of a court of competent jurisdiction requiring such payment. The Company and its Chief Executive Officer shall be obligated to give the Trustee prompt written notice in the event that the Company becomes Insolvent. The Trustee shall not be liable to anyone in the event Benefits are discontinued pursuant to this Section 6.3.

(b) If the Trustee discontinues payment of Benefits pursuant to Section 6.3(a) and subsequently resumes such payment, the first payment to a Participant following such discontinuance shall include an aggregate amount equal to the difference between the payments which would have been made to such Participant under this Trust Agreement but for Section 6.3(a) and the aggregate payments actually made to such Participant by the Company (as certified to the Trustee by the Participant in writing) during any such period of discontinuance, plus interest on such amount at a rate equivalent to the net rate of return earned by the Trust Fund during the period of such discontinuance.

(c) In the event that at any time any amount is paid from the Trust Fund to creditors of the Company, the Company shall upon demand by the Trustee deposit into the Trust Fund a sum equal to the amount paid by the Trust Fund to such

creditors. The Trustee shall be under no obligation to collect any such deposit.

7. AMENDMENT, REVOCATION AND TERMINATION

7.1 Amendment.

(a) Prior to the occurrence of a Change of Control, the Company may from time to time amend in writing, in whole or in part, any or all of the provisions of this Trust Agreement with the written consent of the Trustee but without the consent of any Participant.

(b) At any time upon or after the occurrence of a Change of Control, the Company may from time to time amend in writing, in whole or in part, any or all of the provisions of this Trust Agreement with the written consent of the Trustee and two-thirds of the Participants to whom additional Benefits are payable pursuant to a Payment Schedule then in effect. The Recordkeeper shall be solely responsible for obtaining and tabulating such consents and the Trustee may rely conclusively on information received from the Recordkeeper. In addition, the Trust Agreement may be amended by the Company at any time with the written consent of the Trustee, but only to the extent such amendment is required by law or is necessary or desirable to prevent adverse tax consequences to Participants. In the event that the Company proposes to adopt an amendment to the Trust Agreement pursuant to the preceding sentence, the Company shall provide the Trustee with an opinion of counsel reasonably acceptable to the Trustee and in form and substance satisfactory to the Trustee to the effect that such amendment is required by law or is necessary or desirable to prevent adverse tax consequences to Participants. The Trustee may rely and shall be fully protected in relying on such opinion without inquiry.

7.2 Revocability.

Prior to a Change of Control, the Trust shall be revocable by the Company, all or any part of the Trust Fund shall be recoverable by the Company and the Participants shall have no right to any part of the Trust Fund. Upon a Change of Control, the Trust shall become irrevocable, and shall be held for the exclusive purpose of providing the Benefits to Participants and their beneficiaries and defraying expenses of the Trust in accordance with the provisions of this Trust

Agreement. Once the Trust has become irrevocable, no part of the income or corpus of the Trust Fund shall be recoverable by the Company, except as provided otherwise in Section 4.8 of this Trust Agreement. Notwithstanding anything in this Trust Agreement to the contrary, the Trust Fund shall at all times be subject to the claims of creditors of the Company as provided in Section 6.3 of this Trust Agreement.

7.3 Termination.

(a) Prior to a Change of Control, the Company may revoke and terminate the Trust at any time, in its sole discretion, without the approval of any Participant, upon notice in writing to the Trustee. As soon as practicable following the Trustee's receipt of such notice, the Trustee shall settle its final accounts in accordance with Section 5.8 hereof and, after the receipt of any unpaid fees and expenses, shall distribute the balance of the Trust Fund as directed by the Company.

(b) Following a Change of Control the Trust shall terminate after the Trustee shall have made all payments required by Section 4, and, after the Trustee's final accounts have been settled in accordance with Section 5.8 hereof and after the receipt of any unpaid fees and expenses, the Trustee shall distribute the balance of the Trust Fund as directed by the Company.

8. MISCELLANEOUS PROVISIONS

8.1 Successors.

This Trust Agreement shall be binding upon and inure to the benefit of the Company and the Trustee and their respective successors and assigns.

8.2 Nonalienation.

Except insofar as applicable law may otherwise require, (a) no amount payable to or in respect of any Participant at any time under the Trust shall be subject in any manner to alienation by anticipation, sale, transfer, assignment, bankruptcy, pledge, attachment, charge or encumbrance of any kind, and any attempt to so alienate, sell, transfer, assign, pledge, attach, charge or otherwise encumber any such amount, whether presently or thereafter payable, shall be void; and (b) the Trust Fund shall in no manner be liable for or subject to the debts or liabilities of any Participant.

8.3 Communications.

(a) Communications to the Company shall be addressed to the Company at 584 Derby Milford Road, P.O. Box 549, Orange, Connecticut 06477-4024, Attn: General Counsel; provided, however, that upon the Company's written request, such communications shall be sent to such other address as the Company may specify.

(b) Communications to the Trustee shall be addressed to the Trustee at The Bank of New York, One Wall Street, 12th Floor, New York, New York 10286, Attn: Division Head, Domestic/Custody Division; provided, however, that upon the Trustee's written request, such communications shall be sent to such other address as the Trustee may specify.

(c) No communication shall be binding on the Trustee until it is received by the officer of the Trustee having primary responsibility for this Trust, and no communication shall be binding on the Company until it is received by the Company.

8.4 Headings.

Titles to the Sections of this Trust Agreement are included for convenience only and shall not control the meaning or interpretation of any provision of this Trust Agreement.

8.5 Third Parties.

A third party dealing with the Trustee shall not be required to make inquiry as to the authority of the Trustee to take any action nor be under any obligation to follow the proper application by the Trustee of the proceeds of sale of any property sold by the Trustee or to inquire into the validity or propriety of any act of the Trustee.

8.6 Governing Law; Jurisdiction; Certain Waivers.

(a) This Trust Agreement shall be interpreted and construed in accordance with the internal substantive laws (and not the choice of law rules) of the State of New York. All actions and proceedings brought by the Trustee relating to or arising from, directly or indirectly, this Agreement may be litigated in courts located within the State of New York. The Company hereby submits to the personal jurisdiction of such courts; hereby waives personal service of process upon it and consents that any such service of process may be made by

certified or registered mail, return receipt requested, directed to the Company at its address last specified for notices hereunder, and service so made shall be deemed completed five (5) days after the same shall have been so mailed; and hereby waives the right to a trial by jury in any action or proceeding with the Trustee. All actions and proceedings brought by the Company against the Trustee relating to or arising from, directly or indirectly, this Trust Agreement shall be litigated only in courts located within the State of New York.

(b) To the extent that, in any jurisdiction, the Company has or hereafter may acquire, or is or hereafter may be entitled to claim, for itself or its assets, immunity (sovereign or otherwise) from suit, execution, attachment (before or after judgment) or any other legal process, the Company irrevocably agrees not to claim, and hereby waives, such immunity. The invalidity, illegality or unenforceability of any provision of this Trust Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

8.7 Adverse Tax Consequences.

The Company and not the Trustee shall bear the responsibility, if any, in the event that this Trust Agreement gives rise to adverse tax consequences to any Participant, Beneficiary or the Company.

8.8 Counterparts.

This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original although the others shall not be produced.

IN WITNESS WHEREOF, this Trust Agreement has been duly executed by the parties hereto as of the day and year first above written.

HUBBELL INCORPORATED

By: /s/ Richard W. Davies

Richard W. Davies
ITS: Vice President, General Counsel
and Secretary

Attest

/s/ James H. Biggart

James H. Biggart
ITS: Vice President
and Treasurer

THE BANK OF NEW YORK, as TRUSTEE

By: /s/ John V. Stenerson

John V. Stenerson, VP

Attest

/s/ Ellen R. Whalen

Ellen R. Whalen, VP

STATE OF CONNECTICUT)
 ss.: ORANGE
COUNTY OF NEW HAVEN)

On this 11th day of March, 2005, before me personally came RICHARD W. DAVIES, to me known, who, being by me duly sworn, said that he resides at 57 HESSEKY MEADOW ROAD, WOODBURY, CONNECTICUT 06798; that he is a VICE PRESIDENT of HUBBELL INCORPORATED, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

/s/ Dawn M. Rising

Notary Public
Commission Expires: 11/30/05

STATE OF NEW YORK)
 ss.: NEW YORK
COUNTY OF NEW YORK)

On this 14th day of March, 2005, before me personally came JOHN V. STENERSON, to me known, who, being by me duly sworn, said that he\she resides at 1 WALL STREET, NEW YORK, NY 10286; that he is a VICE PRESIDENT of THE BANK OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

/s/ Alice M. Ruggiero

Notary Public
Commission Expires: 10/31/05

FORM OF LIST OF PARTICIPANTS
- - - - -

Pursuant to Section 4.5 of the Hubbell Incorporated Grantor Trust For Senior Management Plans Trust Agreement, dated as of March 14, 2005, between HUBBELL INCORPORATED (the "Company") and The Bank of New York as Trustee, the Company provides the following list of Participants in the Plans:

Dated: _____, 20__

HUBBELL INCORPORATED

By: _____
Authorized Officer

FORM OF PAYMENT SCHEDULE
_____, 20__

Pursuant to Section 4.5 of the Hubbell Incorporated Grantor Trust For Senior Management Plans Trust Agreement, dated as of March 14, 2005, between HUBBELL INCORPORATED (the "Company") and The Bank of New York as Trustee, the Company provides a Payment Schedule with respect to the following Participant:

PARTICIPANT: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

NAME OF BENEFICIARY: _____

RELATIONSHIP: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

(1) Continuity Agreement Benefit. In the event that the Termination Affidavit provides that the Participant is entitled to payment of the Participant's pursuant to a Continuity Agreement, then other than with respect to the Participant's benefit under the Hubbell Incorporated Amended and Restated Supplemental Executive Retirement Plan (the "SERP") pursuant to the Continuity Agreement, the Participant shall receive a lump sum payment of \$_____, paid in full within ten (10) business days after the Participant's date of Termination (within the meaning of the Participant's Continuity Agreement).

(2) Ten Year Benefit. In the event that the Termination Affidavit provides that the Participant is entitled to an enhanced annual benefit based on ten (10) years of service, unreduced for Early Retirement (as defined in the SERP), the Participant shall receive equal monthly payments of \$_____ or, in the event the Participant has elected otherwise, a lump

sum payment of \$_____, commencing (or paid in full, as the case may be) upon the later to occur of (a) the date on which the Participant achieves age 55 and (b) the date on which the Participant's employment with the Company or an Affiliate terminates. For purposes of this Payment Schedule, "Affiliate" shall mean any person, corporation or other entity which the Company shall have advised the Trustee in writing is a subsidiary or affiliate of the Company or its successor or which owns 20% or more of the voting securities of the Company.

(3) 8 1/3 Year Benefit. In the event that the Termination Affidavit provides that the Participant is entitled to an enhanced annual benefit based on eight and one-third (8 1/3) years of service, unreduced for Early Retirement under the SERP, the Participant shall receive monthly payments of \$_____ or, in the event the Participant has elected otherwise, a lump sum payment of \$_____, commencing (or paid in full, as the case may be) upon the later to occur of (a) the date on which the Participant achieves age 55 and (b) the date on which the Participant's employment with the Company or an Affiliate terminates.

(4) Actual Years of Service Benefit. In the event that the Termination Affidavit provides that the Participant is entitled to an enhanced annual benefit based on the Participant's actual full years of service (but in no event less than five (5) years of service or more than ten (10) years of service), unreduced for Early Retirement under the SERP, the Participant shall receive monthly payments of \$_____ or, in the event the Participant has elected otherwise, a lump sum payment of \$_____, commencing (or paid in full, as the case may be) upon the later to occur of (a) the date on which the Participant achieves age 55 and (b) the date on which the Participant's employment with the Company or an Affiliate terminates.

(5) In the event that the Participant dies while receiving monthly installments pursuant to (1), (2) or (3) above, the Spouse (as defined in the SERP) shall be entitled to receive monthly payments of \$_____, commencing on the fifteenth (15th) day of the month coinciding with or next following the Participant's death, and shall continue until the Spouse dies.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 20__

HUBBELL INCORPORATED

By:

Authorized Officer

THE PARTICIPANT MUST SIGN THE FOLLOWING CONSENT IF THIS IS AN AMENDMENT OR
SUBSTITUTION OF A PAYMENT SCHEDULE AFTER A CHANGE OF CONTROL

The undersigned Participant to whom this Payment Schedule relates consents
to the amendment of or substitution for the Payment Schedule heretofore on file
with the Trustee with respect to him, by the form set forth above.

Dated: _____, 20__

Participant's Signature

A-1-3

FORM OF PAYMENT SCHEDULE
_____, 20__

Pursuant to Section 4.5 of the Hubbell Incorporated Grantor Trust For Senior Management Plans Trust Agreement, dated as of March 14, 2005, between HUBBELL INCORPORATED (the "Company") and The Bank of New York as Trustee, the Company provides a Payment Schedule with respect to the following Participant:

PARTICIPANT: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

NAME OF BENEFICIARY: _____

RELATIONSHIP: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

SPOUSE (if different from
Beneficiary): _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

(1) In the event that the Termination Affidavit provides that the Participant is entitled to a Normal Retirement Benefit, the Participant shall receive a lump sum payment of \$_____ in accordance with Section 6.1(a) of the Amended and Restated Supplemental Executive Retirement Plan (the "SERP") (as set forth in the Termination Affidavit), in which case the payment shall be made no later than ten (10) days after the date the Participant's employment with the Company or an Affiliate is

terminated, unless the Participant has elected to otherwise receive monthly payments of \$_____, commencing on the fifteenth (15th) day of the month commencing after his actual retirement date, and ending on the fifteenth (15th) day of the month in which the Participant dies (the "Termination Date"), unless a Post-Retirement Death Benefit (as set forth in Section 8.2 of the SERP) is otherwise payable. For purposes of this Payment Schedule, "Affiliate" shall mean any person, corporation or other entity which the Company shall have advised the Trustee in writing is a subsidiary or affiliate of the Company or its successor or which owns 20% or more of the voting securities of the Company.

(2) In the event that the Termination Affidavit provides that the Participant is entitled to an Early Retirement Benefit, the Participant shall receive a lump sum payment of \$_____ in accordance with Section 6.1(a) of the SERP (as set forth in the Termination Affidavit), in which case the payment shall be made no later than ten (10) days after the date the Participant's employment with the Company or an Affiliate is terminated, unless the Participant has elected to otherwise receive monthly payments of \$_____, commencing on the fifteenth (15th) day of the month commencing after his actual Early Retirement date (as defined in Section 2.6 of the SERP and set forth in the Termination Affidavit) and ending on the Termination Date, unless a Post-Retirement Death Benefit is otherwise payable.

(3) In the event that the Termination Affidavit provides that the Participant is entitled to an Accrued Deferred Vested Retirement Benefit, the Participant shall receive a lump sum payment of \$_____ in accordance with Section 6.1(a) of the SERP (as set forth in the Termination Affidavit), in which case the payment shall be made no later than ten (10) days after the date the Participant's employment with the Company or an Affiliate is terminated, unless the Participant has elected to otherwise receive monthly payments of \$_____, commencing on the fifteenth (15th) day of the month commencing after the Participant may receive his or her deferred vested retirement benefits under the applicable defined benefit pension plan (qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended) maintained by the Company or any successor thereof, and ending on the Termination Date, unless a Post-Retirement Death Benefit is otherwise payable.

(4) In the event that the Termination Affidavit provides that the Participant is entitled to a Disability Benefit, the Participant shall receive a lump sum payment of \$_____ in

accordance with Section 6.1(a) of the SERP (as set forth in the Termination Affidavit), in which case the payment shall be made no later than ten (10) days after the date the Participant's employment with the Company or an Affiliate is terminated, unless the Participant has elected to otherwise receive monthly payments of \$_____, commencing on the fifteenth (15th) day of the month commencing after the Participant is deemed by the Compensation Committee to be so disabled (as set forth in the Termination Affidavit), for so long as the Participant continues to be permanently and totally disabled until the Participant's death, unless a Post-Retirement Death Benefit is otherwise payable.

(5) In the event that the Termination Affidavit provides that the Spouse is entitled to a Pre-Retirement Death Benefit, the Spouse shall receive monthly payments of \$_____, commencing on the later to occur of the first day of (a) the month after the Participant's death and (b) 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, and shall continue until the Spouse dies.

(6) In the event that the Termination Affidavit provides that the Spouse is entitled to a Post-Retirement Death Benefit, the Spouse shall receive monthly payments of \$_____, commencing on the fifteenth (15th) day of the month coinciding with or next following the Participant's death, and shall continue until the Spouse dies.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 20__

HUBBELL INCORPORATED

By:

Authorized Officer

THE PARTICIPANT MUST SIGN THE FOLLOWING CONSENT IF THIS IS AN AMENDMENT OR
SUBSTITUTION OF A PAYMENT SCHEDULE AFTER A CHANGE OF CONTROL

The undersigned Participant to whom this Payment Schedule relates consents
to the amendment of or substitution for the Payment Schedule heretofore on file
with the Trustee with respect to him, by the form set forth above.

Dated: _____, 20__

Participant's Signature

A-2-4

FORM OF PAYMENT SCHEDULE
_____, 20__

Pursuant to Section 4.5 of the Hubbell Incorporated Grantor Trust For Senior Management Plans Trust Agreement (the "Trust Agreement"), dated as of March 14, 2005, between HUBBELL INCORPORATED (the "Company") and The Bank of New York as Trustee, the Company provides a Payment Schedule with respect to the following Participant:

PARTICIPANT: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

NAME OF BENEFICIARY: _____

RELATIONSHIP: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

SPOUSE (if different from
Beneficiary): _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

(1) In the event that the Termination Affidavit provides that the Participant is entitled to a Retirement Benefit payable in monthly installments, the Participant shall receive monthly payments of \$_____, in accordance with Article V of the Hubbell Incorporated Top Hat Restoration Plan (the "Top Hat Plan") (as set forth in the Termination Affidavit), commencing on the fifteenth (15th) day of the month commencing after his

actual retirement date, and ending on the fifteenth (15th) day of the month in which the Participant dies (the "Termination Date"), unless the Participant has designated an eligible beneficiary at his death with respect to benefits under the Hubbell Incorporated Retirement Plan for Salaried Employees (as set forth in Section 5.2 of the Top Hat Plan).

(2) In the event that the Termination Affidavit provides that the Participant is entitled to a Retirement Benefit payable as a lump sum, the Participant shall receive a lump sum payment of \$_____ in accordance with Article V of the Top Hat Plan (as set forth in the Termination Affidavit), in which case the payment shall be made sixty (60) days after the date when such Retirement Benefit payments, if payable in the form of an annuity, would otherwise commence.

(3) In the event that the Termination Affidavit provides that the Participant is entitled to a Retirement Benefit payable as a lump sum and there has occurred a Change of Control (as defined in the Trust Agreement), the Participant shall receive a lump sum payment of \$_____ in accordance with Section 11.3 of the Top Hat Plan (as set forth in the Termination Affidavit), in which case the payment shall be made no later than thirty (30) days after the date the Participant's employment with the Company or an Affiliate is terminated for any reason, including death, or, if the Participant is in pay status or deceased at the time of the Change of Control, such payment shall be made to the Participant or his beneficiary or spouse (as the case may be) then receiving benefits no later than thirty (30) days after such Change of Control, unless the Participant has elected otherwise (as set forth in Section 11.3 of the Top Hat Plan).

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 20__

HUBBELL INCORPORATED

By: _____
Authorized Officer

THE PARTICIPANT MUST SIGN THE FOLLOWING CONSENT IF THIS IS AN AMENDMENT OR
SUBSTITUTION OF A PAYMENT SCHEDULE AFTER A CHANGE OF CONTROL

The undersigned Participant to whom this Payment Schedule relates consents
to the amendment of or substitution for the Payment Schedule heretofore on file
with the Trustee with respect to him, by the form set forth above.

Dated: _____, 20__

Participant's Signature

A-3-3

FORM OF AFFIDAVIT WITH RESPECT TO FINAL DETERMINATION

I, _____, under penalties of perjury, do hereby solemnly swear (i) that I make this affidavit in order to induce The Bank of New York, as Trustee under the Hubbell Incorporated Grantor Trust For Senior Management Plans Trust Agreement, dated as of March 14, 2005, between Hubbell Incorporated (the "Company") and The Bank of New York as Trustee (the "Trust Agreement"), to pay me the benefits to which I am entitled under such Trust Agreement, and (ii) that a Final Determination (within the meaning of Sections 1.1(j) and 4.3 of the Trust Agreement) has occurred with respect to my interest in the Trust Fund on _____, 20__.

Participant's Signature(1)

STATE OF _____)

COUNTY OF _____) ss.:

On this ____ day of _____, 20____, before me personally came _____, to me known, who, being by me duly sworn, said that he/she resides at _____ and that the statements herein are all true and correct.

Notary Public
Commission Expires:

FORM OF CHANGE OR REVOCATION OF BENEFICIARY DESIGNATION

Pursuant to Section 4.6 of the Hubbell Incorporated Grantor Trust For Senior Management Plans Trust Agreement, dated as of March 14, 2005, between Hubbell Incorporated (the "Company") and The Bank of New York as Trustee, I hereby revoke all prior beneficiary designations and designate the following Beneficiary of any payments to which my Beneficiary is entitled under the Trust Agreement.

I hereby reserve the right to change or revoke this beneficiary designation without notice to any beneficiary.

-----	-----	-----
Name of Beneficiary (Primary)	Relationship	Social Security No.

Address

I understand that to be effective, any change or revocation must be received by the Trustee during my life at the address set forth below or at such other address as may from time to time be specified by the Trustee for notices to it under the Trust Agreement.

Date _____

Participant's Signature

Return this form to: The Bank of New York
One Wall Street, 12th Floor
New York, New York 10286
Attention: Division Head
Domestic/Custody Division

TRUSTEE'S FEE SCHEDULE

E-1

The Bank of New York
Retirement Services Division
Rabbi Trust and Recordkeeping Services
Schedule of Fees
For
Hubbell Incorporated

The following schedule of fees would apply to each trust.

Market Value Fee:

1/10 of 1% of assets with a minimum of \$25,000.

Special Asset Fee:

\$3,000 per annum for the first passive, commingled investment fund, mutual fund, insurance carrier, and company stock account held as an asset per issuer.

\$500 per annum for each additional special asset held in an account.

\$5,000 per annum for each actively managed account.

Recordkeeping Fees:

Outside agent retained by Bank at fair market rate.

Transaction Fees:

Security Transaction	\$15.00 per security transaction
Lump Sum/Expense Payments	\$13.00 per check, plus postage
Wire Transfers	\$15.00 per transfer
Mailings	\$.50 each

Special Transaction Fees:

Change of Control	\$25,000 per event
Insolvency	\$25,000 per event
Termination of the Trust	\$ 5,000 per event
Tax Form Preparation	\$150 per hour as incurred
Convert to Pay Status	\$100 per participant
Proxy Services	As Incurred
Legal Fees/Out-of-Pocket Expenses	As Incurred

Fees as quoted above do not include any direct out-of-pocket or legal expenses which would become payable in accordance with the rabbi trust agreement. There are no initial set-up fees, except legal fees, incurred with the conversion of the trust to The Bank of New York, including modification to our standard documentation.

Fees outstanding more than 90 days will be automatically debited to the Trust.

HUBBELL INCORPORATED GRANTOR TRUST FOR NON-EMPLOYEE DIRECTOR PLANS
TRUST AGREEMENT

TRUST AGREEMENT

TRUST AGREEMENT made and entered into as of the 14th day of March, 2005, by and between HUBBELL INCORPORATED, a corporation organized under the laws of the State of Connecticut (hereinafter referred to as the "Company") and THE BANK OF NEW YORK, a New York banking corporation (hereinafter referred to as the "Trustee").

WHEREAS, the Company has established the Plans (as defined below) as unfunded plans maintained for the purpose of providing deferred compensation for non-employee directors from time to time participating in any such Plan; and

WHEREAS, under the Plans, the Company is required to pay Benefits to the Participants or their Beneficiaries; and

WHEREAS, the Company intends from time to time to contribute cash or other property reasonably acceptable to the Trustee which cash or property will, as and when received by the Trustee, constitute a trust fund to aid the Company in meeting its obligations to make payments of Benefits to Participants and Beneficiaries under the Plans and to assure that such obligations are met after a Change of Control; and

WHEREAS, the establishment of this Trust shall not affect the Company's continuing obligation to make payments to Participants and Beneficiaries under each Plan except that the Company's liability thereunder shall be offset by actual payments made on its behalf by the Trustee hereunder; and

WHEREAS, the Company intends that the Trust Fund shall be held by the Trustee and invested, reinvested and distributed all in accordance with the provisions of this Trust Agreement; and

WHEREAS, each Plan provides, and the Company intends, that the assets of the Trust Fund shall be and remain subject to the claims of the Company's creditors as herein provided and that such Plan not be deemed funded solely by virtue of the existence of this Trust; and

WHEREAS, the Trust is intended to be a "grantor trust" with the result that the corpus and income of the Trust are treated as assets and income of the Company pursuant to Sections 671 through 679 of the Code; and

WHEREAS, the Company intends that no Plan be deemed funded within the meaning of the Employee Retirement Income Security

Act of 1974, as amended ("ERISA"), despite the existence of this Trust; and

WHEREAS, the Trust shall initially be revocable but shall become irrevocable upon the occurrence of a Change of Control.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Company and the Trustee declare and agree as follows:

1. DEFINITIONS; ESTABLISHMENT OF TRUST

1.1 Definitions.

Whenever used in this Trust Agreement, unless otherwise provided or the context otherwise requires:

(a) "Administrator" shall mean the individual, individuals or committee appointed by the Board of Directors of the Company to control and manage the operation and administration of the applicable Plan.

(b) "Affiliate" shall mean any person, corporation or other entity which the Company shall have advised the Trustee in writing is a subsidiary or affiliate of the Company or its successor or which owns 20% or more of the voting securities of the Company.

(c) "Authorized Officer" shall mean the Chairman, President, any Vice President, the Secretary or the Treasurer of the Company or any other person or persons as may be designated by any such officer.

(d) "Beneficiary" shall mean the beneficiary of a Participant as set forth on the Payment Schedule and in accordance with the applicable Plan or as thereafter changed in accordance with this Trust Agreement and in accordance with the applicable Plan and which is in effect on the date of the Participant's death; provided that the Trustee shall have no duty or obligation to review any Plan to identify any Beneficiary, and its duty to identify any Beneficiary shall be based solely from a review of the Payment Schedule. If no designated beneficiary survives the Participant or if no Beneficiary is designated as provided herein, the legal representative of the Participant's estate shall be the Beneficiary. If a designated beneficiary survives the Participant but dies before payment in full of Benefits from the Trust has been made, the legal representative of such

beneficiary's estate shall become the Beneficiary. References to a Participant in this Trust Agreement in connection with payments hereunder shall also refer to such Participant's Beneficiary unless the context clearly requires otherwise.

(e) "Benefits" shall mean the payments required to be made to a Participant or his Beneficiary pursuant to a Payment Schedule.

(f) "Change of Control" shall have the meaning assigned to such term by Section 6.2 hereof.

(g) "Code" shall mean the Internal Revenue Code of 1986 as from time to time amended.

(h) "Company" shall mean HUBBELL INCORPORATED or its successors.

(i) "Final Determination" shall mean (i) an assessment of tax by the Internal Revenue Service addressed to the Participant or his Beneficiary which is not timely appealed to the courts; (ii) a final determination by the United States Tax Court or any other Federal Court, the time for an appeal thereof having expired or been waived; or (iii) an opinion by the Company's counsel, addressed to the Company and the Trustee and in form and substance reasonably satisfactory to the Trustee, to the effect that amounts held in the Trust are subject to Federal income tax to the Participant or his Beneficiary prior to payment. Notwithstanding the foregoing, no Final Determination shall be deemed to have occurred until the Trustee has actually received a copy of the assessment, court order or opinion which forms the basis thereof and such other documents as it may reasonably request.

(j) "Incumbency Certificate" shall mean a certificate of the Secretary or any Assistant Secretary of the Company identifying the Administrator (or every member thereof if the Administrator consists of more than one person) and each Authorized Officer, which certificate shall include the name, title and specimen signature of each such person and any changes thereto.

(k) "Insolvent" with respect to the Company shall mean that (i) the Company is unable to pay its debts generally as they come due and/or (ii) the Company is subject to a pending proceeding as a debtor under the Federal Bankruptcy Code or any successor statute.

(l) "Participant" shall mean at the time of determination, a non-employee member of the Board of Directors of the Company who is participating in the applicable Plan and with respect to whom a Payment Schedule is then in effect.

(m) "Payment Schedule" shall mean, collectively, the list of Participants in the form of Exhibit A and the schedule of Benefits payable from the Trust Fund to such Participants in the form of Exhibit A-1 or A-2, as appropriate, or any amendment or substitution thereof as may be provided to the Trustee by the Company prior to a Change of Control in accordance with Section 4.5 of this Trust Agreement.

(n) "Plan" (and collectively, "Plans") shall mean either of (i) the Hubbell Incorporated Amended and Restated Retirement Plan for Directors or (ii) the Hubbell Incorporated Amended and Restated Deferred Compensation Plan for Directors, each as from time to time amended.

(o) "Plan Year" shall mean the fiscal year ending on the last day of December.

(p) "Recordkeeper" shall mean the organization identified in Section 3.1.

(q) "Reliable Source" shall mean (i) a report filed with the Securities and Exchange Commission, (ii) a public statement issued by the Company, The New York Times or The Wall Street Journal, or (iii) a certificate of the Company signed by the Chief Executive Officer or by the Chairman of the Board of Directors.

(r) "Termination" shall mean a Participant's retirement from or separation from service on the Board of Directors of the Company.

(s) "Termination Affidavit" shall mean an affidavit of a Participant in the form annexed hereto as Exhibit B-1 or B-2, as appropriate.

(t) "Trust" shall mean the Trust established under this Trust Agreement.

(u) "Trust Agreement" shall mean this trust agreement as from time to time amended.

(v) "Trust Fund" shall mean the trust fund held from time to time by the Trustee hereunder consisting of all

contributions received by the Trustee together with the investments and reinvestments made therewith and all net profits and earnings thereon less all payments and charges therefrom.

1.2 Establishment and Title of the Trust.

The Company hereby establishes with the Trustee a trust to be known as the "HUBBELL INCORPORATED GRANTOR TRUST FOR NON-EMPLOYEE DIRECTOR PLANS", consisting of such sums of money and other property reasonably acceptable to the Trustee as from time to time shall be paid or delivered to the Trustee. The Trustee acknowledges the receipt of \$1,000.00 representing the initial contribution to the Trust. The Trust Fund shall be held by the Trustee in trust and shall be dealt with in accordance with the provisions of this Trust Agreement. The Company shall at all times have the power to reacquire the Trust Fund by substituting cash or readily marketable securities of equivalent value, net of any costs of disposition (other than securities issued by the Company or any Affiliate), and such other property shall, following such substitution, constitute the Trust Fund.

1.3 Acceptance by the Trustee.

The Trustee accepts the Trust established hereunder on the terms and conditions set forth herein and agrees to perform the duties imposed on it by this Trust Agreement.

1.4 Incumbency Certificates.

The Secretary or any Assistant Secretary of the Company, pursuant to authorization of the Board of Directors of the Company, will promptly deliver an Incumbency Certificate to the Trustee with respect to the Administrator (or every member thereof if the Administrator consists of more than one person) and each Authorized Officer and any changes thereto. The Trustee shall be entitled to rely on the identity of the Administrator and any Authorized Officer until it receives written notice to the contrary.

1.5 Effective Date.

This Trust Agreement shall be effective as of the date and year first above written.

2. INVESTMENT AND ADMINISTRATION OF THE TRUST FUND

2.1 Powers and Duties of the Trustee.

In addition to every power and discretion conferred upon the Trustee by any other provision of this Trust Agreement, the Trustee will have the following express powers with respect to the Trust Fund:

(a) Subject to Section 2.2 hereof, to make investments and reinvestments of the assets of the Trust Fund including investments which yield little or no income and from time to time hold funds uninvested, without distinction between principal and income; and in making and holding investments, the Trustee will not be restricted to those investments which are authorized by the law of the State of New York for the investment of trust funds, provided, however, that no investment shall be made in any securities or other obligations of the Company or of any Affiliate. The Trustee is further authorized and empowered to invest and reinvest all or any part of such assets through the medium of any common, collective or commingled trust fund or pool maintained by it as the same may have heretofore been or may hereafter be established or amended.

(b) To retain, to exchange for any other property, to sell in any manner and at any time, any property, and to grant options to sell any such property, without regard to restrictions (other than those imposed by applicable law) and without the approval of any court.

(c) To vote personally or by proxy and to delegate power and discretion to such proxy.

(d) To exercise subscription, conversion and other rights and options, and to make payments from the Trust Fund in connection therewith.

(e) To take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing and any other plan or change affecting any property, and in connection therewith, to delegate its discretionary powers and to pay assessments, subscriptions and other charges from the Trust Fund.

(f) In any manner, and to any extent, to waive, modify, reduce, compromise, release, settle and extend the time of payment of any claim of whatsoever nature in favor of or

against the Trustee or all or any part of the Trust Fund and to commence or defend suits or other legal proceedings in connection therewith.

(g) To make executory contracts and to grant options for any purposes, and to make such contracts and options binding on the trust and enforceable against any property of the Trust Fund.

(h) Upon any terms, to borrow money from any person (including, to the extent permitted by applicable law, the Trustee in its individual capacity) and to pledge assets of the Trust Fund as security for repayment. (i) To hold all or any part of the Trust Fund in cash and without obligation to pay or earn interest thereon.

(j) To hold assets in time or demand deposits (including deposits with the Trustee in its individual capacity which pay a reasonable rate of interest).

(k) To employ agents, experts and counsel, to delegate discretionary powers to, and rely upon information and advice furnished by, such agents, experts and counsel and to pay their reasonable fees and disbursements.

(l) From time to time to register any property in the name of its nominee or in its own name, or to hold it unregistered or in such form that title shall pass by delivery or to cause the same to be deposited in a depository or clearing corporation or system established to settle transfers of securities and to cause such securities to be merged and held in bulk by the nominee of such depository or clearing corporation or system.

2.2 Investment Directions and Guidelines.

(a) Investment Directions Prior to a Change of Control. Prior to a Change of Control, in exercising its powers under Section 2.1 hereof, the Trustee shall invest and reinvest the Trust Fund in accordance with the investment directions delivered to the Trustee in writing by the Company. The Company may from time to time prior to a Change of Control substitute new investment directions in a writing signed by an Authorized Officer of the Company. Until the Trustee receives new investment directions, the Trustee may rely and shall be fully protected in relying on the last investment directions it has received. The obligation to supply investment directions shall

be solely on the Company and, except as provided in Section 2.2(b), the Trustee shall have no obligation to invest the Trust Fund in the absence of directions.

(b) Investments On and After a Change of Control. On and after the occurrence of a Change of Control (and prior to a Change of Control if the Company has not delivered investment directions to the Trustee or there are no such investment directions then in effect), in exercising its powers under Section 2.1 hereof, the Trustee shall, consistent with the overall objective of the Trust Fund which is the preservation of capital, invest and reinvest the Trust Fund in short-term investments, including, without limitation, obligations issued or guaranteed by the United States of America or any agency thereof, proportionate interests in any such obligations held by any bank or trust company organized under the laws of the United States of America or any state thereof as a custodian, commercial paper rated A-1 by Standard & Poors Corporation or P-1 by Moody's Investment Services, Master Notes of corporations with commercial paper ratings of A-1 or P-1, time or savings deposits and certificates of deposit.

3. ACCOUNTS; CONTRIBUTIONS

3.1 Trust Fund Accounting.

(a) All contributions received by the Trustee and all other receipts of the Trustee, whether by way of dividends, interest or otherwise for the account of the Trust Fund, may be commingled, held, invested and, with all disbursements therefrom, accounted for by the Trustee as a single fund. All recordkeeping or valuation of the accounts of individual participants shall be the responsibility of a recordkeeper (the "Recordkeeper") appointed by the Company. The Recordkeeper shall also perform such other functions as are specified in this Agreement. The Company shall notify the Trustee of the identity of the Recordkeeper upon the signing of this Agreement. Prior to a Change of Control, the Company shall be solely responsible for the appointment of a substitute Recordkeeper in the event that the Recordkeeper resigns or fails to perform its duties hereunder. Following a Change of Control, the Trustee shall be responsible for appointment of a Recordkeeper in the event that the Recordkeeper resigns or, in the judgment of the Trustee and after notice to the Participants known to it as of the Trustee's appointment of a new Recordkeeper, the Recordkeeper fails to perform its duties hereunder, but, notwithstanding anything in this Agreement to the contrary, the Trustee shall assume no liability whatsoever on account of such appointment in good

faith of a successor Recordkeeper, absent the Trustee's negligent appointment of such successor Recordkeeper. The Trustee may rely conclusively on all information received from the Recordkeeper.

3.2 Contributions by the Company.

(a) The Trustee shall receive from the Company such amounts in cash or other property reasonably acceptable to the Trustee as the Company may from time to time determine. The Trustee shall be under no obligation to seek collection of any contribution from the Company. All responsibility for the determination of the amount, timing and type of payments made to the Trustee, or otherwise establishing a funding policy consistent with the objectives of the applicable Plan shall be on the Company or its designee.

(b) In addition to contributions made to the Trust pursuant to Section 3.2(a), the Company may from time to time deliver to the Trustee such other amounts as the Company may consider necessary or appropriate to provide for the payment of expenses of the Trust.

4. PAYMENT OF BENEFITS

4.1 Payments Prior to a Change of Control.

Prior to a Change of Control, solely out of the Trust Fund and with no obligation otherwise to make any payment, the Trustee shall make such payments as shall be directed by the Company in writing. The Trustee may rely and shall be fully protected in relying on such directions.

4.2 Payments On and After Change of Control.

(a) On and after the occurrence of a Change of Control in the event of a Participant's Termination, such Participant shall provide the Trustee with a Termination Affidavit. If the Participant is deceased, the Termination Affidavit shall be provided by the Beneficiary who shall also supply the Trustee with a certified copy of the death certificate of the Participant (and, where the Beneficiary is the legal representative of the estate of a Beneficiary who survives the Participant but dies before all benefits have been paid, a certified copy of the death certificate of such Beneficiary), an inheritance tax waiver and such other documents as the Trustee may reasonably require (including, without limitation, certified copies of letters testamentary). Promptly

upon receipt thereof, the Trustee shall mail a copy of the Termination Affidavit to the Company. The Trustee, solely out of the Trust Fund and with no obligation otherwise to make any payment, shall, as soon as administratively practicable and in conformity with the instructions set forth in the Payment Schedule, make payments to such Participant or Beneficiary at the times and in the manner set forth in the Payment Schedule last received by the Trustee with respect to such Participant or Beneficiary and consistent with the information set forth in the Termination Affidavit. The Trustee may rely and shall be fully protected in relying on the contents of a Termination Affidavit and all documentation and other information provided to it by the Company or the Administrator for all purposes under this Trust Agreement as if the applicable Plan were deemed funded and the Company and the Administrator were "named fiduciaries" as such term is defined in Section 402(a)(2) of ERISA.

(b) Payments to Participants shall be made in the order of the receipt of Termination Affidavits. In the event that the Trustee receives more than one Termination Affidavit on the same day and the Trust Fund is not sufficient to make all of the payments otherwise required as a result of the receipt of such Termination Affidavits, the Trustee, after the payment of all of its unpaid compensation and expenses, shall distribute the balance of the Trust Fund to the Participants who have submitted such Termination Affidavits on a pro rata basis.

4.3 Payments in the Event of a Final Determination.

Notwithstanding anything contained in Section 4 of this Trust Agreement to the contrary, if at any time (i) a Final Determination is made that the income of the Trust Fund is taxable to the Trust as an entity and not to the Company, or (ii) if a tax, as a result of a Final Determination, is payable by one or more Participants in respect of any interest in the Trust Fund prior to payment of such interest to such Participant or Participants, then, (x) in case of the occurrence of the event described in clause (i), the Trust shall terminate and the assets thereof shall be paid to the Company, (y) in the event of the occurrence of the event described in clause (ii), the Trustee, solely out of the Trust Fund and with no obligation otherwise to make any payment, shall pay to the affected Participant the amount of the tax so payable, and (z) in the event of the occurrence of the events described in both clauses (i) and (ii), the Trustee shall first pay to the affected Participant or Participants the amount of tax so payable, and then the Trust shall terminate and the remaining assets thereof shall be paid to the Company. Notwithstanding any other

provision of this Trust Agreement, if any amounts held in the Trust are found in a Final Determination to have been includable in gross income of a Participant prior to payment of such amounts from the Trust, the Trustee shall, as soon as practicable (but in no event later than ten (10) business days after receiving notice of such Final Determination), pay such amounts to such Participant. For purposes of this Section 4.3, the Trustee shall be entitled to rely on an affidavit from a Participant (substantially in the form annexed hereto as Exhibit C) to the effect that a Final Determination described in clause (ii) above has occurred.

4.4 Rules Governing Payments.

The Trustee shall not make any payments to Participants or Beneficiaries from the Trust Fund except as provided in Sections 4.1, 4.2 or 4.3 even though it may be informed from another source that payments are due under any Plan. The Trustee shall have no duty to determine the propriety or amount of such payments or the rights of any person in the Trust Fund. The Company shall on a timely basis provide the Trustee with written instructions for the reporting and withholding of any federal, state and local taxes that may be required to be reported and withheld with respect to any amount paid under Section 4.1, 4.2 or 4.3, and the Trustee shall comply with such written instructions and shall pay any taxes withheld to the appropriate taxing authorities. The Trustee may rely conclusively (and shall be fully protected in such reliance) on the written instructions of the Company as to all tax reporting and withholding requirements.

4.5 Payment Schedules.

Upon the execution of this Trust Agreement, the Company shall deliver to the Trustee a list of current Participants substantially in the form of Exhibit A and the initial Payment Schedules substantially in the form of Exhibits A-1 and A-2. The Company may from time to time add additional Payment Schedules to the Trust Agreement and may from time to time amend the Payment Schedules then in effect or substitute new Payment Schedules without the written consent of the Participant or Participants to whom such Payment Schedules relate; provided, however, that following a Change of Control the Company shall not have the power to add or substitute Payment Schedules nor may the Company amend a Payment Schedule without the written consent of the Participant to whom such Payment Schedule relates. The Trustee may rely and shall be fully protected in relying on the contents of a Payment Schedule for all purposes

under this Trust Agreement without inquiry until it receives an amendment thereto or a new Payment Schedule in substitution thereof to the extent permitted hereunder.

4.6 Designation of Beneficiaries.

At the time that the Company first submits a Payment Schedule with respect to a Participant, it shall ascertain from such Participant the identity of such Participant's Beneficiary and shall identify such Beneficiary on the initial Payment Schedule submitted to the Trustee with respect to such Participant. In submitting a Payment Schedule with a Beneficiary designated thereon, the Company shall be deemed to certify that such designation accurately reflects the Participant's instructions to the Company. At any time, a Participant may revoke or change a Beneficiary designation without the consent of any prior Beneficiary by mailing or delivering a written Change or Revocation of Beneficiary Designation substantially in the form annexed hereto as Exhibit D to the Trustee at the address set forth in Section 8.3(b); provided, however, that no change or revocation of a designation shall be valid unless it is actually received by the Trustee during the Participant's lifetime.(1) The Trustee may rely and shall be fully protected in relying on the last Beneficiary designation in its possession as of the date of a Participant's death.

4.7 Company's Continuing Obligations.

Notwithstanding any provisions of this Trust Agreement to the contrary, the Company shall remain obligated to pay the Benefits under any Plan. Nothing in this Trust Agreement shall relieve the Company of its liabilities to pay the Benefits except to the extent such liabilities are met by the application of Trust Fund assets.

4.8 Excess Amounts.

After all of the Benefits have been paid in full, the Trust shall terminate and, after the payment of any unpaid expenses, the assets of the Trust Fund (if any) shall be transferred to the Company.

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(1) In some cases, the laws of the jurisdiction in which the participant resides may require spousal consent to a change in beneficiary.

4.9. Company's Intent.

It is the intention of the Company to have the Trust Fund satisfy the Company's legal liability under the applicable Plan, and to have the balance, if any, in the Trust Fund revert to the Company after all of the Company's legal liabilities with respect to Benefits under any Plan have been met. The Company, therefore, agrees that all income, deductions and credits of the Trust Fund belong to it as owner for income tax purposes and will be included on the Company's income tax returns.

5. CONCERNING THE TRUSTEE

5.1 Notices to the Trustee.

Absent its own negligence or willful misconduct, the Trustee may rely on the authenticity, truth and accuracy of, and will be fully protected in acting upon:

(a) any notice, direction, certification, approval or other writing of the Company, if evidenced by an instrument signed in the name of the Company by an Authorized Officer; and

(b) any copy of a resolution of the Board of Directors of the Company, if certified by the Secretary or an Assistant Secretary of the Company under its corporate seal; or

(c) any notice, direction, certification, approval or other writing, or other transmitted form of instruction received by the Trustee and believed by it to be genuine and to be sent by or on behalf of the Administrator.

5.2 Expenses of the Trust Fund.

The Trustee is authorized to pay out of the Trust Fund: (a) all brokerage fees and transfer tax expenses and other expenses incurred in connection with the sale or purchase of investments; (b) all real and personal property taxes, income taxes and other taxes of any kind at any time levied or assessed under any present or future law upon, or with respect to, the Trust Fund or any property included in the Trust Fund; (c) the Trustee's compensation and expenses as provided in Section 5.3 hereof; and (d) all other reasonable expenses of administering the Trust, unless promptly paid to the Trustee by the Company.

5.3 Compensation of the Trustee.

The Company will pay to the Trustee such compensation for its services as set forth on Exhibit E as from time to time amended by the Company and the Trustee and will reimburse the Trustee for all reasonable expenses (including reasonable attorneys' fees) incurred by the Trustee in the administration of the Trust. If not promptly paid on request, the Trustee may charge such fees and expenses to and pay the same from the Trust Fund. The compensation and expenses of the Trustee shall constitute a lien on the Trust Fund.

5.4 Limitation of Liability.

The Trustee shall not be liable for any Losses (as defined below) or action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of negligence or willful misconduct on its part. In no event shall the Trustee be liable (i) for acting in accordance with instructions received in accordance with the terms of this Trust Agreement from the Company, any Participant, Beneficiary, Administrator, or the Recordkeeper, (ii) for special, consequential or punitive damages, (iii) for the acts or omissions of its correspondents, designees, agents or subcustodians, or (iv) for any Losses due to forces beyond the control of the Trustee, including without limitation strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or acts of God, the insolvency of any non-affiliated party, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

5.5 Protection of the Trustee.

The Company shall pay and shall protect, indemnify and save harmless the Trustee and its officers, employees and agents from and against any and all losses, liabilities (including liabilities for penalties), actions, suits, judgments, demands, damages, costs and expenses (including, without limitation, attorneys' fees and expenses) of any nature (collectively, "Losses") arising from or relating to any action or any failure to act by the Company, its officers, employees and agents or the transactions contemplated by this Trust Agreement, including, but not limited to, any claim made by a Participant or his beneficiary with respect to payments made or to be made by the Trustee, any claim made by the Company or its successor, whether pursuant to a sale of assets, merger, consolidation, liquidation or otherwise, that this Trust Agreement is invalid or ultra

vires, except to the extent that any such Loss has been determined by a final judgment of a court of competent jurisdiction to be solely the result of the negligence or willful misconduct of the Trustee. To the extent that the Company has not fulfilled its obligations under the foregoing provisions of this Section, the Trustee shall be reimbursed out of the assets of the Trust Fund or may set up reasonable reserves for the payment of such obligations. The Trustee assumes no obligation or responsibility with respect to any action required by this Trust Agreement on the part of the Company, the Administrator or the Recordkeeper.

5.6 Duties of the Trustee.

The Trustee will be under no duties whatsoever, except such duties as are specifically set forth as such in this Trust Agreement, and no implied covenant or obligation will be read into this Trust Agreement against the Trustee. The Trustee will not be compelled to take any action toward the execution or enforcement of the Trust or to prosecute or defend any suit in respect thereof, unless indemnified to its reasonable satisfaction against loss, cost, liability and expense; and the Trustee will be under no liability or obligation to anyone with respect to any failure on the part of the Company, the Administrator, the Recordkeeper or a Participant to perform any of their respective obligations under the applicable Plan. Nothing in this Trust Agreement shall be construed as requiring the Trustee to make any payment in excess of the amounts held in the Trust Fund at the time of such payment or otherwise to risk its own funds.

5.7 Pricing Services.

To the extent that the Trustee provides values of, and pricing information with respect to, securities, the Trustee is authorized to utilize generally recognized pricing services (including brokers, dealers and market makers). If the Trustee utilizes such services, the Trustee shall not be liable or responsible for or be under any duty to inquire into, nor be deemed to make any assurances or warranties with respect to, the accuracy or completeness of such values or information, even if the Trustee, in performing services for itself and others, including services similar to those performed for the Company, receives different valuations of the same or similar securities of the same issuer. In the event such services are unable to provide a value of or pricing information with respect to securities and the Trustee, nevertheless, provides values and pricing information, the Trustee shall so advise the Company,

but shall have no other obligation or liability with respect to such valuation or pricing information.

5.8 Settlement of Accounts of the Trustee.

The Trustee shall keep or cause to be kept accurate and detailed accounts of all investments, receipts, disbursements and other transactions hereunder. Such accounts shall be open to inspection and audit at all reasonable times during normal business hours by any person designated by the Company or the Administrator. At least annually after the end of each Plan Year (and within sixty (60) days thereafter), the Trustee shall file with the Company and the Administrator a written account, listing the investments of the Trust Fund and any uninvested cash balance thereof, and setting forth all receipts, disbursements, payments and other transactions respecting the Trust Fund not included in any such previous account. Any account, when approved by the Company and the Administrator, will be binding and conclusive on the Company, the Administrator and all Participants, and the Trustee will thereby be released and discharged from any liability or accountability to the Company, the Administrator and all Participants with respect to all matters set forth therein. Omission by the Company or the Administrator to object in writing to any specific items in any such account within ninety (90) days after its delivery will constitute approval of the account by the Company and the Administrator. No other accounts or reports shall be required to be given to the Company, the Administrator or a Participant except as stated herein or except as otherwise agreed to in writing by the Trustee. The Trustee shall not be required to file, and no Participant or Beneficiary shall have right to compel, an accounting, judicial or otherwise, by the Trustee.

5.9 Right to Judicial Settlement.

Nothing contained in this Trust Agreement shall be construed as depriving the Trustee of the right to have a judicial settlement of its accounts, and upon any proceeding for a judicial settlement of the Trustee's accounts or for instructions the only necessary parties thereto in addition to the Trustee shall be the Company, in the case of a proceeding commenced prior to a Change of Control, or the Company and the Participants to whom additional Benefits are payable pursuant to a Payment Schedule then in effect (or, in the case of a deceased Participant still entitled to Benefits from the Trust Fund, his Beneficiary), in the case of a proceeding commenced on or after a Change of Control.

5.10 Resignation or Removal of the Trustee.

The Trustee may at any time resign and may at any time be removed by the Company upon thirty (30) days' notice in writing; provided, however, that following a Change of Control, the Company shall have the right to remove the Trustee only with the written consent of two-thirds of the Participants to whom additional Benefits are payable pursuant to a Payment Schedule then in effect. The Recordkeeper shall be solely responsible for obtaining and tabulating such consents and the Trustee may rely conclusively on information received from the Recordkeeper.

5.11 Appointment of Successor Trustee.

In the event of the resignation or removal of the Trustee, or in any other event in which the Trustee ceases to act, a successor trustee may be appointed by the Company by instrument in writing delivered to and accepted by the successor trustee; provided, however, that following a Change of Control, the designation of a successor trustee shall be approved in writing by two-thirds of the Participants to whom additional Benefits are payable pursuant to a Payment Schedule then in effect. The Recordkeeper shall be solely responsible for obtaining and tabulating such approvals and the Trustee may rely conclusively on information received from the Recordkeeper. Notice of such appointment and approval, if applicable, will be given by the Recordkeeper to the retiring trustee, and the successor trustee will deliver to the retiring trustee an instrument in writing accepting such appointment. Notwithstanding the foregoing, if no appointment and approval, if applicable, of a successor trustee is made by the Company within a reasonable time after such a resignation, removal or other event, any court of competent jurisdiction may appoint a successor trustee after such notice, if any, solely to the Company and the retiring trustee, as such court may deem suitable and proper.

In the event of such resignation, removal or other event, the retiring trustee or its successors and assigns shall file with the Company a final account to which the provisions of Section 5.8 hereof relating to annual accounts shall apply.

In the event of the appointment of a successor trustee, such successor trustee will succeed to all the right, title and estate of, and will be, the Trustee; and the retiring trustee will after the settlement of its final account and the receipt of any compensation or expenses due it, deliver the Trust Fund to the successor trustee together with all such instruments of transfer, conveyance, assignment and further assurance as the

successor trustee may reasonably require. The retiring trustee will retain a lien upon the Trust Fund to secure all amounts due the retiring trustee pursuant to the provisions of this Trust Agreement.

5.12 Merger or Consolidation of the Trustee.

Any corporation continuing as the result of any merger or resulting from any consolidation to which merger or consolidation the Trustee is a party, or any corporation to which substantially all the business and assets of the Trustee may be transferred, will be deemed automatically to be continuing as the Trustee.

6. ENFORCEMENT; CHANGE OF CONTROL; CREDITORS

6.1 Enforcement of Trust Agreement and Legal Proceedings.

The Company shall have the right to enforce any provision of this Trust Agreement, and on or after a Change of Control, any Participant (or if such Participant is deceased, his Beneficiary) shall have the right as a beneficiary of the Trust to enforce any provision of this Trust Agreement that affects the right, title and interest of such Participant in the Trust. Except as otherwise provided in Sections 5.8 and 5.9 hereof, in any action or proceeding affecting the Trust, the only necessary parties shall be the Company, the Trustee and the Participants with an interest in the Trust Fund and, except as otherwise required by applicable law, no other person shall be entitled to any notice or service of process. Any judgment entered in such an action or proceeding shall, to the maximum extent permitted by applicable law, be binding and conclusive on all persons having or claiming to have any interest in the Trust.

6.2 Change of Control.

For purposes of this Section, "Change of Control" shall mean any one of the following:

(1) Continuing Directors no longer constitute at least 2/3 of the Directors;

(2) 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 Section

6.2(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 ERISA) maintained by the Company or any affiliate of the Company;

(3) the consummation of a 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

(4) 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.

For purposes of this Section, "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.

For purposes of this Section, "Director" means an individual who is a member of the Company's Board of Directors on the relevant date.

Notwithstanding the foregoing definition of Change of Control, no Change of Control shall be deemed to have occurred for purposes of this Trust Agreement unless and until the Trustee receives a written notice of the existence of such Change of Control from a person holding one or more of the following positions with the Company immediately preceding the event giving rise to the Change of Control: chairman of the board of directors, president, chief executive officer, general counsel, chief financial officer, or treasurer. The Trustee may rely conclusively upon such notice.

6.3 Insolvency of the Company.

(a) If at any time (i) the Company or a person claiming to be a creditor of the Company alleges in writing to the Trustee that the Company has become Insolvent, (ii) the Trustee is served with any order, process or paper from which it appears that an allegation to the effect that the Company is Insolvent has been made in a judicial proceeding or (iii) the Trustee has actual knowledge of a current report or statement from a nationally recognized credit reporting agency or from a Reliable Source to the effect that the Company is Insolvent, the Trustee shall discontinue payment of Benefits under this Trust Agreement, shall hold the Trust Fund for the benefit of the Company's creditors, and shall resume payment of Benefits under this Trust Agreement in accordance with Section 4 hereof only upon receipt of an order of a court of competent jurisdiction requiring such payment or if the Trustee has actual knowledge of a current report or statement from a nationally recognized credit reporting agency or other Reliable Source (other than a Reliable Source described in clause (iii) of the definition thereof) to the effect that the Company is not Insolvent; provided, however, that in the event that payment of Benefits was discontinued by reason of a court order or injunction, the Trustee shall resume payment of Benefits only upon receipt of an order of a court of competent jurisdiction requiring such payment. The Company and its Chief Executive Officer shall be obligated to give the Trustee prompt written notice in the event that the Company becomes Insolvent. The Trustee shall not be liable to anyone in the event Benefits are discontinued pursuant to this Section 6.3.

(b) If the Trustee discontinues payment of Benefits pursuant to Section 6.3(a) and subsequently resumes such payment, the first payment to a Participant following such discontinuance shall include an aggregate amount equal to the difference between the payments which would have been made to such Participant under this Trust Agreement but for Section 6.3(a) and the aggregate payments actually made to such Participant by the Company (as certified to the Trustee by the Participant in writing) during any such period of discontinuance, plus interest on such amount at a rate equivalent to the net rate of return earned by the Trust Fund during the period of such discontinuance.

(c) In the event that at any time any amount is paid from the Trust Fund to creditors of the Company, the Company shall upon demand by the Trustee deposit into the Trust Fund a sum equal to the amount paid by the Trust Fund to such

creditors. The Trustee shall be under no obligation to collect any such deposit.

7. AMENDMENT, REVOCATION AND TERMINATION

7.1 Amendment.

(a) Prior to the occurrence of a Change of Control, the Company may from time to time amend in writing, in whole or in part, any or all of the provisions of this Trust Agreement with the written consent of the Trustee but without the consent of any Participant.

(b) At any time upon or after the occurrence of a Change of Control, the Company may from time to time amend in writing, in whole or in part, any or all of the provisions of this Trust Agreement with the written consent of the Trustee and two-thirds of the Participants to whom additional Benefits are payable pursuant to a Payment Schedule then in effect. The Recordkeeper shall be solely responsible for obtaining and tabulating such consents and the Trustee may rely conclusively on information received from the Recordkeeper. In addition, the Trust Agreement may be amended by the Company at any time with the written consent of the Trustee, but only to the extent such amendment is required by law or is necessary or desirable to prevent adverse tax consequences to Participants. In the event that the Company proposes to adopt an amendment to the Trust Agreement pursuant to the preceding sentence, the Company shall provide the Trustee with an opinion of counsel reasonably acceptable to the Trustee and in form and substance satisfactory to the Trustee to the effect that such amendment is required by law or is necessary or desirable to prevent adverse tax consequences to Participants. The Trustee may rely and shall be fully protected in relying on such opinion without inquiry.

7.2 Revocability.

Prior to a Change of Control, the Trust shall be revocable by the Company, all or any part of the Trust Fund shall be recoverable by the Company and the Participants shall have no right to any part of the Trust Fund. Upon a Change of Control, the Trust shall become irrevocable, and shall be held for the exclusive purpose of providing the Benefits to Participants and their beneficiaries and defraying expenses of the Trust in accordance with the provisions of this Trust

Agreement. Once the Trust has become irrevocable, no part of the income or corpus of the Trust Fund shall be recoverable by the Company, except as provided otherwise in Section 4.8 of this Trust Agreement. Notwithstanding anything in this Trust Agreement to the contrary, the Trust Fund shall at all times be subject to the claims of creditors of the Company as provided in Section 6.3 of this Trust Agreement.

7.3 Termination.

(a) Prior to a Change of Control, the Company may revoke and terminate the Trust at any time, in its sole discretion, without the approval of any Participant, upon notice in writing to the Trustee. As soon as practicable following the Trustee's receipt of such notice, the Trustee shall settle its final accounts in accordance with Section 5.8 hereof and, after the receipt of any unpaid fees and expenses, shall distribute the balance of the Trust Fund as directed by the Company.

(b) Following a Change of Control the Trust shall terminate after the Trustee shall have made all payments required by Section 4, and, after the Trustee's final accounts have been settled in accordance with Section 5.8 hereof and after the receipt of any unpaid fees and expenses, the Trustee shall distribute the balance of the Trust Fund as directed by the Company.

8. MISCELLANEOUS PROVISIONS

8.1 Successors.

This Trust Agreement shall be binding upon and inure to the benefit of the Company and the Trustee and their respective successors and assigns.

8.2 Nonalienation.

Except insofar as applicable law may otherwise require, (a) no amount payable to or in respect of any Participant at any time under the Trust shall be subject in any manner to alienation by anticipation, sale, transfer, assignment, bankruptcy, pledge, attachment, charge or encumbrance of any kind, and any attempt to so alienate, sell, transfer, assign, pledge, attach, charge or otherwise encumber any such amount, whether presently or thereafter payable, shall be void; and (b) the Trust Fund shall in no manner be liable for or subject to the debts or liabilities of any Participant.

8.3 Communications.

(a) Communications to the Company shall be addressed to the Company at 584 Derby Milford Road, P.O. Box 549, Orange, Connecticut 06477-4024, Attn: General Counsel; provided, however, that upon the Company's written request, such communications shall be sent to such other address as the Company may specify.

(b) Communications to the Trustee shall be addressed to the Trustee at The Bank of New York, One Wall Street, 12th Floor, New York, New York 10286, Attn: Division Head, Domestic/Custody Division; provided, however, that upon the Trustee's written request, such communications shall be sent to such other address as the Trustee may specify.

(c) No communication shall be binding on the Trustee until it is received by the officer of the Trustee having primary responsibility for this Trust, and no communication shall be binding on the Company until it is received by the Company.

8.4 Headings.

Titles to the Sections of this Trust Agreement are included for convenience only and shall not control the meaning or interpretation of any provision of this Trust Agreement.

8.5 Third Parties.

A third party dealing with the Trustee shall not be required to make inquiry as to the authority of the Trustee to take any action nor be under any obligation to follow the proper application by the Trustee of the proceeds of sale of any property sold by the Trustee or to inquire into the validity or propriety of any act of the Trustee.

8.6 Governing Law; Jurisdiction; Certain Waivers.

(a) This Trust Agreement shall be interpreted and construed in accordance with the internal substantive laws (and not the choice of law rules) of the State of New York. All actions and proceedings brought by the Trustee relating to or arising from, directly or indirectly, this Agreement may be litigated in courts located within the State of New York. The Company hereby submits to the personal jurisdiction of such courts; hereby waives personal service of process upon it and consents that any such service of process may be made by

certified or registered mail, return receipt requested, directed to the Company at its address last specified for notices hereunder, and service so made shall be deemed completed five (5) days after the same shall have been so mailed; and hereby waives the right to a trial by jury in any action or proceeding with the Trustee. All actions and proceedings brought by the Company against the Trustee relating to or arising from, directly or indirectly, this Trust Agreement shall be litigated only in courts located within the State of New York.

(b) To the extent that, in any jurisdiction, the Company has or hereafter may acquire, or is or hereafter may be entitled to claim, for itself or its assets, immunity (sovereign or otherwise) from suit, execution, attachment (before or after judgment) or any other legal process, the Company irrevocably agrees not to claim, and hereby waives, such immunity. The invalidity, illegality or unenforceability of any provision of this Trust Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

8.7 Adverse Tax Consequences.

The Company and not the Trustee shall bear the responsibility, if any, in the event that this Trust Agreement gives rise to adverse tax consequences to any Participant, Beneficiary or the Company.

8.8 Counterparts.

This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original although the others shall not be produced.

IN WITNESS WHEREOF, this Trust Agreement has been duly executed by the parties hereto as of the day and year first above written.

HUBBELL INCORPORATED

By: /s/ Richard W. Davies

Richard W. Davies
ITS: Vice President, General Counsel
and Secretary

Attest

/s/ James H. Biggart

James H. Biggart
ITS: Vice President
and Treasurer

THE BANK OF NEW YORK, as TRUSTEE

By: /s/ John V. Stenerson

John V. Stenerson, VP

Attest

/s/ Ellen R. Whalen

Ellen R. Whalen, VP

STATE OF CONNECTICUT)
 ss.: ORANGE
COUNTY OF NEW HAVEN)

On this 11th day of March, 2005, before me personally came RICHARD W. DAVIES, to me known, who, being by me duly sworn, said that he resides at 57 HESSEKY MEADOW ROAD, WOODBURY, CONNECTICUT 06798; that he is a VICE PRESIDENT of HUBBELL INCORPORATED, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

/s/ Dawn M. Rising

Notary Public
Commission Expires: 11/30/07

STATE OF NEW YORK)
 ss.: NEW YORK
COUNTY OF NEW YORK)

On this 14th day of March, 2005, before me personally came JOHN V. STENERSON, to me known, who, being by me duly sworn, said that he/she resides at 1 WALL STREET, NEW YORK, NY 10286; that he is a VICE PRESIDENT of THE BANK OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

/s/ Alice M. Ruggiero

Notary Public
Commission Expires: 10/31/05

FORM OF LIST OF PARTICIPANTS

Pursuant to Section 4.5 of the Hubbell Incorporated Grantor Trust For Non-Employee Director Plans Trust Agreement, dated as of March 14, 2005, between HUBBELL INCORPORATED (the "Company") and The Bank of New York as Trustee, the Company provides the following list of Participants in the Plans:

Dated: _____, 20__

HUBBELL INCORPORATED

By: _____
Authorized Officer

A-1

FORM OF PAYMENT SCHEDULE

_____, 20__

Pursuant to Section 4.5 of the Hubbell Incorporated Grantor Trust For Non-Employee Director Plans Trust Agreement, dated as of March 14, 2005, between HUBBELL INCORPORATED (the "Company") and The Bank of New York as Trustee, the Company provides a Payment Schedule with respect to the following Participant:

PARTICIPANT: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

(1) In the event that the Termination Affidavit provides that the Participant is entitled to (whether in the future or is, as of the date hereof, receiving payment of) an Early Retirement Benefit, a Normal Retirement Benefit or a Special Retirement Benefit, the Participant shall receive a lump sum payment of \$_____ (equal to the actuarial present value of such Benefit), payable on the thirtieth (30th) day after the later to occur of (a) the date of the Change of Control Transaction (as such term is defined in Section 12.2(c) of the Amended and Restated Retirement Plan for Directors (the "Director Plan")) and (b) the date the Participant retires from or otherwise separates from service on the Board of Directors of the Company (the "Board").

(2) In the event that the Termination Affidavit provides that the Participant is entitled to (whether in the future or is, as of the date hereof, receiving payment of) an Early Retirement Benefit, a Normal Retirement Benefit or a Special Retirement Benefit, the Participant shall receive monthly payments of \$_____, payable (if not already being paid) commencing on the later to occur of (a) the Participant's seventieth (70th) birthday and (b) the date the Participant retires from or otherwise separates from service on the Board; provided that if the Participant elects to receive an Early Retirement Benefit (as defined in Section 5.4 of the Director Plan), such benefit shall commence on the fifteenth (15th) day of the month following the Participant's seventieth (70th)

birthday, and shall terminate on the fifteenth (15th) day of the month in which the Participant dies.

Dated: _____, 20__

HUBBELL INCORPORATED

By: _____
Authorized Officer

THE PARTICIPANT MUST SIGN THE FOLLOWING CONSENT IF THIS IS AN AMENDMENT OR
SUBSTITUTION OF A PAYMENT SCHEDULE AFTER A CHANGE OF CONTROL

The undersigned Participant to whom this Payment Schedule relates consents to the amendment of or substitution for the Payment Schedule heretofore on file with the Trustee with respect to him, by the form set forth above.

Dated: _____, 20__

Participant's Signature

A-1-2

FORM OF PAYMENT SCHEDULE

_____, 20__

Pursuant to Section 4.5 of the Hubbell Incorporated Grantor Trust For Non-Employee Director Plans Trust Agreement, dated as of March 14, 2005, between HUBBELL INCORPORATED (the "Company") and The Bank of New York as Trustee, the Company provides a Payment Schedule with respect to the following Participant:

PARTICIPANT: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

NAME OF BENEFICIARY: _____

RELATIONSHIP: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

(1) In the event that the Termination Affidavit provides that the Participant is entitled to receive a lump sum payment of \$_____, such payment shall be made upon the earlier to occur of (a) thirty (30) days after the date of the Participant's retirement from or separation from service on the Board of Directors of the Company (the "Board") if such retirement or separation occurs on or after January 1 but prior to November 1 of any calendar year and (b) the first day of the calendar year following the Participant's retirement from or separation from service on the Board if such retirement or separation occurs on or after November 1 but prior to January 1 of any two consecutive calendar years.

(2) In the event that the Termination Affidavit provides that the Participant is entitled to receive payment in equal annual installments of \$_____, such installments shall commence upon the earlier to occur of (a) thirty (30) days after the date of the Participant's retirement from or separation from

service on the Board if such retirement or separation occurs on or after January 1 but prior to November 1 of any calendar year and (b) the first day of the calendar year following the Participant's retirement from or separation from service on the Board if such retirement or separation occurs on or after November 1 but prior to January 1 of any two consecutive calendar years, and shall end at such time as the last annual installment is to be paid pursuant to the Participant's election (as set forth in the Termination Affidavit), unless the Participant dies prior to receipt of such final installment payment, in which case the Beneficiary shall continue to receive such installment payments in the same manner as the Participant would have received such installments had he or she lived (or otherwise pursuant to Section 4.2 of the Amended and Restated Deferred Compensation Plan for Directors).

Dated: _____, 20__

HUBBELL INCORPORATED

By:

Authorized Officer

THE PARTICIPANT MUST SIGN THE FOLLOWING CONSENT IF THIS IS AN AMENDMENT OR
SUBSTITUTION OF A PAYMENT SCHEDULE AFTER A CHANGE OF CONTROL

The undersigned Participant to whom this Payment Schedule relates consents to the amendment of or substitution for the Payment Schedule heretofore on file with the Trustee with respect to him, by the form set forth above.

Dated:_____, 20__

Participant's Signature

A-2-2

FORM OF TERMINATION AFFIDAVIT

I, _____, under penalties of perjury, do hereby solemnly swear (i) that, pursuant to Section 4.1 of the Hubbell Incorporated Grantor Trust For Non-Employee Director Plans Trust Agreement between The Bank of New York (the "Trustee") and Hubbell Incorporated (the "Company"), dated as of March 14, 2005 (the "Trust Agreement"), I am providing this Termination Affidavit to the Trustee and the Company in order to secure the benefits to which I am entitled under such Trust Agreement and the Amended and Restated Retirement Plan for Directors (the "Plan"); (ii) that a Termination (within the meaning of the Trust Agreement) occurred on _____, 20__; (iii) that I am entitled to a [Normal Retirement Benefit] [Early Retirement Benefit] [Special Retirement Benefit]; and (iv) that I am entitled to [a lump sum payment] [monthly payments] of my Benefits (as defined in the Trust Agreement).

STATE OF _____)

COUNTY OF _____)

ss.:
Participant's Signature(1)

On this ____ day of _____, 20__, before me personally came _____, to me known, who, being by me duly sworn, said that he\she resides at _____ and that the statements herein are all true and correct.

Notary Public
Commission Expires:

(1) If the Affidavit is being made by a Beneficiary, a statement of the date of death of the Participant (and the Beneficiary in the case of the death of the Beneficiary receiving payments) must be added.

FORM OF CHANGE OR REVOCATION OF BENEFICIARY DESIGNATION

Pursuant to Section 4.6 of the Section 4.1 of the Hubbell Incorporated

Grantor Trust For Non-Employee Director Plans Trust Agreement, dated as of March 14, 2005, between Hubbell Incorporated (the "Company") and The Bank of New York as Trustee (the "Trust Agreement"), I hereby revoke all prior beneficiary designations and designate the following Beneficiary of any payments to which my Beneficiary is entitled under the Trust Agreement.

I hereby reserve the right to change or revoke this beneficiary designation without notice to any beneficiary.

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Name of Beneficiary (Primary)	Relationship	Social Security No.

Address

I understand that to be effective, any change or revocation must be received by the Trustee during my life at the address set forth below or at such other address as may from time to time be specified by the Trustee for notices to it under the Trust Agreement. Date

Participant's Signature

Return this form to: The Bank of New York
 One Wall Street, 12th Floor
 New York, New York 10286
 Attention: Division Head
 Domestic/Custody Division

TRUSTEE'S FEE SCHEDULE

E-1

The Bank of New York
Retirement Services Division
Rabbi Trust and Recordkeeping Services
Schedule of Fees
For
Hubbell Incorporated

The following schedule of fees would apply to each trust.

Market Value Fee:

1/10 of 1% of assets with a minimum of \$25,000.

Special Asset Fee:

\$3,000 per annum for the first passive, commingled investment fund, mutual fund, insurance carrier, and company stock account held as an asset per issuer.

\$500 per annum for each additional special asset held in an account.

\$5,000 per annum for each actively managed account.

Recordkeeping Fees:

Outside agent retained by Bank at fair market rate.

Transaction Fees:

Security Transaction	\$15.00 per security transaction
Lump Sum/Expense Payments	\$13.00 per check, plus postage
Wire Transfers	\$15.00 per transfer
Mailings	\$.50 each

Special Transaction Fees:

Change of Control	\$25,000 per event
Insolvency	\$25,000 per event
Termination of the Trust	\$ 5,000 per event
Tax Form Preparation	\$150 per hour as incurred
Convert to Pay Status	\$100 per participant
Proxy Services	As Incurred
Legal Fees/Out-of-Pocket Expenses	As Incurred

Fees as quoted above do not include any direct out-of-pocket or legal expenses which would become payable in accordance with the rabbi trust agreement. There are no initial set-up fees, except legal fees, incurred with the conversion of the trust to The Bank of New York, including modification to our standard documentation.

Fees outstanding more than 90 days will be automatically debited to the Trust.