AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON AUGUST 17, 1995
REGISTRATION NO. 33-

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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

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

| CONNECTICUT | 06-0397030 |
|---|---|
| (State or other jurisdiction of incorporation or organization) | (I.R.S. Employer Identification Number) |

584 Derby Milford Road
Orange, Connecticut 06477-4024
(203) 799-4100
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Richard W. Davies, Esq.
General Counsel and Secretary
Hubbell Incorporated
584 Derby Milford Road
Orange, Connecticut 06477-4024
(203) 799-4100
(Name, address, including zip code, and telephone number, including area code, of agent for service)

PLEASE ADDRESS A COPY OF ALL COMMUNICATIONS TO:

| [S] | [C] |
|---|---|
| Joel S. Hoffman, Esq. | Francis J. Morison, Esq. |
| Simpson Thacher & Bartlett | Davis Polk & Wardwell |
| 425 Lexington Avenue | 450 Lexington Avenue |
| New York, New York 10017 | New York, New York 10017 |

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE OF THE SECURITIES TO THE PUBLIC: FROM TIME TO TIME AFTER EFFECTIVE DATE OF THIS REGISTRATION STATEMENT.

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

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

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

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

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. / /

CALCULATION OF REGISTRATION FEE

| TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED | AMOUNT TO BE REGISTERED (1) | PROPOSED MAXIMUM OFFERING PRICE PER UNIT (2) | PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (3) | AMOUNT OF REGISTRATION FEE (2) |
|---|---|---|---|---|
| Debt Securities..... | $200,000,000 | | $200,000,000 | $68,965.52 |
| Total..... | $200,000,000 | | $200,000,000 | $68,965.52 |

(1) The amount to be registered consists of up to $200,000,000 in U.S. dollars or the equivalent in foreign currency or currency units aggregate initial offering price of an indeterminate amount and number of Debt Securities.

(2) The maximum offering price per unit has been omitted pursuant to Securities Act Release No. 6964. The registration fee has been calculated in accordance with Rule 457(o) under the Securities Act of 1933, as amended, and reflects the offering price rather than the principal amount of any Debt Securities issued at a discount.

(3) Estimated solely for the purpose of calculating the registration fee.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933 OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

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

Subject to Completion, Dated August 17, 1995

PROSPECTUS

$200,000,000

# HUBBELL INCORPORATED

## SENIOR DEBT SECURITIES

Hubbell Incorporated (the "Company") intends to issue from time to time in one or more series its senior unsecured debt securities (the "Senior Debt Securities"), consisting of debentures, notes, bonds and/or other unsecured evidences of indebtedness, at an aggregate initial offering price not to exceed U.S. $200,000,000, or the equivalent thereof if Senior Debt Securities are denominated in one or more foreign currencies or foreign currency units, at prices and on terms to be determined at or prior to the time of sale.

Specific terms of the Senior Debt Securities in respect of which this Prospectus is being delivered (the "Offered Securities") will be set forth in an accompanying supplement to this Prospectus (each, a "Prospectus Supplement"), together with the terms of the offering of the Offered Securities, the initial offering price and the net proceeds to the Company from the sale thereof. The accompanying Prospectus Supplement will set forth, among other items, the following with respect to the Offered Securities: the specific designation, aggregate principal amount, authorized denominations, maturity, rate or method of calculation of interest, if any, and dates for payment thereof, any redemption, prepayment or sinking fund provisions, any exchange rights, and the currency, currencies or currency units in which principal, premium, if any, or interest, if any, is payable.

The accompanying Prospectus Supplement will also contain information, where applicable, as to any listing on a securities exchange or quotation of the Offered Securities.

The Offered Securities may be sold through underwriters, dealers or agents or may be sold directly to purchasers. If any underwriters, dealers or agents are involved in the sale of any Offered Securities, their names and any applicable fee, commission or discount arrangements will be set forth in the accompanying Prospectus Supplement. The net proceeds to the Company of the sale of Offered Securities will be the purchase price of such Offered Securities less attributable issuance expenses, including underwriters', dealers' or agents' compensation arrangements. See "Plan of Distribution" for indemnification arrangements for underwriters, dealers and agents.

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

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

The date of this Prospectus is , 1995

NO DEALER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS OR ANY ACCOMPANYING PROSPECTUS SUPPLEMENT AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR ANY UNDERWRITER, DEALER OR AGENT. NEITHER THIS PROSPECTUS NOR ANY ACCOMPANYING PROSPECTUS SUPPLEMENT CONSTITUTES AN OFFER TO SELL OR A SOLICITATION OF ANY OFFER TO BUY ANY OF THE SECURITIES HEREBY OR THEREBY OFFERED IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. NEITHER THE DELIVERY OF THIS PROSPECTUS OR ANY ACCOMPANYING PROSPECTUS SUPPLEMENT NOR ANY SALE MADE HEREUNDER OR THEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN OR THEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF OR THEREOF OR THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE SUCH DATE OR, IN THE CASE OF INFORMATION INCORPORATED HEREIN OR THEREIN BY REFERENCE, THE DATE OF FILING WITH THE SECURITIES AND EXCHANGE COMMISSION.

## AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). The reports, proxy statements and other information filed by the Company with the Commission can be inspected and copied at the public reference facilities maintained by the Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549 or its regional offices located at Suite 1400, Citicorp Center, 500 West Madison Street, Chicago, Illinois 60661-2511 and at Suite 1300, 7 World Trade Center, New York, New York 10048. Copies of such material can be obtained by mail from the Public Reference Section of the Commission at Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. In addition, such reports, proxy statements and other information may be inspected at the offices of the New York Stock Exchange ("NYSE"), 20 Broad Street, New York, New York 10005.

The Company has filed with the Commission a Registration Statement on Form S-3 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the Offered Securities. This Prospectus does not contain all of the information set forth in the Registration Statement and the exhibits and schedules thereto. For further information with respect to the Company and the Offered Securities, reference is hereby made to the Registration Statement and the exhibits and schedules filed therewith, which may be obtained from the principal office of the Commission in Washington, D.C., upon the payment of fees prescribed by the Commission.

## INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The following documents filed by the Company with the Commission pursuant to the Exchange Act are incorporated herein by reference:

(i) Annual Report on Form 10-K for the fiscal year ended December 31, 1994; and

(ii) Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 1995 and June 30, 1995.

All reports and other documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Prospectus and before the termination of the offering made hereby will be deemed to be incorporated by reference herein and to be part hereof from the date of filing of such reports and documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any other subsequently filed document, which also is or is deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The Company will provide, without charge to each person, including any beneficial owner, to whom a Prospectus is delivered, upon written or oral request of such person, a copy of any or all of the documents incorporated herein by reference (other than exhibits, unless such exhibits specifically are incorporated by reference into such documents or this Prospectus). Requests for such documents should be submitted in writing,

addressed to the Secretary, Hubbell Incorporated, 584 Derby Milford Road, P.O. Box 549, Orange, Connecticut 06477-4024.

## THE COMPANY

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

On January 19, 1994, in reporting its fourth quarter-1993, and full year-1993, results, the Company announced implementation of a restructuring program which will include the consolidation of all or a portion of ten manufacturing facilities, a reduction in labor force of approximately 6%, the reorganization of certain operation's management and structure, and a realignment of warehousing and product distribution capabilities.

In April, 1994, the Company acquired the stock of A.B. Chance Industries, Inc. ("Chance"). Chance, with facilities in Centralia, Missouri; Scarborough, Canada; and Bristol, England, manufactures products used in the electrical transmission, distribution and telecommunications industries, including electrical apparatus (overhead and underground distribution switches, fuses, contacts, and sectionalizers); anchors; hardware; polymer insulators; and hot-line tools and other safety equipment.

The principal executive offices of the Company are located at 584 Derby Milford Road, Orange, Connecticut 06477-4024, and its telephone number is (203) 799-4100.

## RATIOS OF EARNINGS TO FIXED CHARGES

The following table sets forth the ratios of earnings to fixed charges for the Company and its consolidated subsidiaries for the periods indicated. For purposes of calculating the following ratios, "earnings" consist of income from continuing operations before income taxes and fixed charges. "Fixed charges" consist of interest on indebtedness, amortization of debt expense and premium, capitalized interest, and the portion of rents that the Company believes to be representative of the interest factor (one-third of rental expense).

| | SIX MONTHS ENDED JUNE 30, | | YEAR ENDED DECEMBER 31, | | | | |
|---|---|---|---|---|---|---|---|
| | 1995 | 1994 | 1994 | 1993 | 1992 | 1991 | 1990 |
| Ratio of Earnings to Fixed Charges..... | 15.1 | 21.6 | 18.4 | 16.5 | 46.0 | 45.6 | 55.3 |

## USE OF PROCEEDS

Unless otherwise indicated in the applicable Prospectus Supplement, the net proceeds to be received by the Company from the sale of the Offered Securities will be added to the Company's general funds and will be used for general corporate purposes, including capital expenditures, to finance possible acquisitions and to repay, redeem or repurchase its outstanding indebtedness.

## DESCRIPTION OF THE SENIOR DEBT SECURITIES

The Senior Debt Securities are to be issued under an indenture to be dated as of a date prior to the first issuance of Senior Debt Securities, as supplemented from time to time (the "Senior Indenture"), between the Company and Chemical Bank, as Trustee (the "Trustee"). The form of the Senior Indenture is filed as an

exhibit to the Registration Statement. The Senior Indenture is subject to and governed by the Trust Indenture Act of 1939, as amended (the "TIA"). The statements made under this heading relating to the Senior Debt Securities and the Senior Indenture are summaries of the provisions thereof, do not purport to be complete and are qualified in their entirety by reference to the Senior Indenture, including the definitions of certain terms therein and in the TIA. Certain capitalized terms used below but not defined herein have the meanings ascribed to them in the Senior Indenture.

The particular terms of the Senior Debt Securities being offered (the "Offered Securities"), any modifications of or additions to the general terms of the Senior Debt Securities as described herein that may be applicable and any applicable Federal income tax considerations will be described in the Prospectus Supplement relating to the Offered Securities. Accordingly, for a description of the terms of the Offered Securities, reference must be made both to the Prospectus Supplement relating thereto and the description of Senior Debt Securities set forth in this Prospectus.

GENERAL

The Senior Debt Securities will be direct, unsecured obligations of the Company. The indebtedness represented by the Senior Debt Securities will rank senior to all indebtedness of the Company that by its terms is subordinated in right of payment. The Senior Debt Securities may be issued in one or more series.

The Senior Indenture provides that the aggregate principal amount of Senior Debt Securities that may be issued thereunder is unlimited. The terms of each series of Senior Debt Securities will be established pursuant to a resolution of the Board of Directors of the Company and set forth or determined in the manner provided in an Officer's Certificate or by a supplemental indenture.

The Company conducts certain of its operations through its Subsidiaries, and therefore the Company is dependent on the cash flow of its Subsidiaries to meet its debt obligations, including its obligations under the Senior Debt Securities. In addition, the rights of the Company and its creditors, including the Holders of the Senior Debt Securities, to participate in the assets of any Subsidiary upon the latter's liquidation or reorganization will be subject to the prior claims of the Subsidiary's creditors except to the extent that the Company may itself be a creditor with recognized claims against the Subsidiary.

The accompanying Prospectus Supplement will set forth the terms of the Offered Securities, which may include the following:

(1) The title of the Offered Securities.

(2) The limit, if any, upon the aggregate principal amount of the Offered Securities.

(3) The date or dates on which or periods during which the Offered Securities may be issued, and the date or dates, or the method by which such date or dates will be determined, on which the principal of (and premium, if any, on) the Offered Securities are, or may be, payable.

(4) The rate or rates at which the Offered Securities will bear interest, if any, or the method by which such rate or rates shall be determined, the date or dates from which such interest, if any, shall accrue or the method by which such date or dates shall be determined, the interest payment dates on which such interest will be payable and, if the Offered Securities are Registered Securities, the regular record dates, if any, for the interest payable on such interest payment dates, and, if the Offered Securities are floating rate securities, the notice, if any, to Holders regarding the determination of interest and the manner of giving such notice and any conditions or contingencies as to the payment of interest in cash or otherwise, if any.

(5) The place or places where the principal of (and premium, if any) and interest on the Offered Securities shall be payable; the extent to which, or the manner in which, any interest payable on any Global Note (as defined below) on an interest payment date will be paid, and the manner in which any principal of, or premium, if any, on, any Global Note will be paid and whether any Global Note will require any notation to evidence payment of principal or interest.

(6) The obligation, if any, of the Company to redeem, repay, purchase or offer to purchase the Offered Securities pursuant to any mandatory redemption, sinking fund or analogous provisions or at the option of the Holder thereof and the period or periods within which, or the dates on which, the prices at which and the terms and conditions upon which the Offered Securities shall be redeemed, repaid, purchased or offered to be purchased, in whole or in part, pursuant to such obligation.

(7) The right, if any, of the Company to redeem the Offered Securities at its option and the period or periods within which, or the date or dates on which, the price or prices at which, and the terms and conditions upon which Offered Securities may be redeemed, if any, in whole or in part, at the option of the Company or otherwise.

(8) If other than denominations of $1,000 and any integral multiple thereof, the denominations in which any Registered Securities of the series shall be issuable, and if other than the denomination of $5,000, the denomination or denominations in which any Bearer Securities of the series shall be issuable.

(9) Whether the Offered Securities are to be issued as original issue discount securities ("Discount Securities") and the amount of discount at which such Offered Securities may be issued and, if other than the principal amount thereof, the portion of the principal amount of Offered Securities which shall be payable upon declaration of acceleration of the Maturity thereof upon an Event of Default.

(10) Provisions, if any, for the defeasance of the Offered Securities or for the discharge of certain of the Company's obligations with respect to the Offered Securities.

(11) Whether the Offered Securities are to be issued as Registered Securities or Bearer Securities or both, and, if Bearer Securities are issued, whether any interest coupons appertaining thereto ("Coupons") will be attached thereto, whether such Bearer Securities may be exchanged for Registered Securities and the circumstances under which, and the place or places at which, any such exchanges, if permitted, may be made.

(12) Whether provisions for payment of additional amounts or tax redemptions shall apply and, if such provisions shall apply, such provisions; and, if any of the Offered Securities are to be issued as Bearer Securities, the applicable procedures and certificates relating to the exchange of temporary Global Notes for definitive Bearer Securities.

(13) If other than U.S. dollars, the currency, currencies or currency units (the term "currency" as used herein will include currency units) in which the Offered Securities shall be denominated or in which payment of the principal of (and premium, if any) and interest on the Offered Securities may be made, and particular provisions applicable thereto and, if applicable, the amount of Offered Securities which entitles the Holder or its proxy to one vote for purposes of the Senior Indenture.

(14) If the principal of (and premium, if any) or interest on the Offered Securities are to be payable, at the election of the Company or a Holder thereof, in a currency other than that in which the Offered Securities are denominated or payable without such election, in addition to or in lieu of the applicable provisions of the Senior Indenture, the period or periods within which and the terms and conditions upon which, such election may be made and the time and the manner of determining the exchange rate or rates between the currency or currencies in which the Offered Securities are denominated or payable without such election and the currency or currencies in which the Offered Securities are to be paid if such election is made.

(15) The date as of which any Offered Securities shall be dated.

(16) If the amount of payments of principal of (and premium, if any) or interest on the Offered Securities may be determined with reference to an index, including, but not limited to, an index based on a currency or currencies other than that in which the Offered Securities are denominated or payable, or any other type of index, the manner in which such amounts shall be determined.

(17) If the Offered Securities are denominated or payable in a foreign currency, any other terms concerning the payment of principal of (and premium, if any) or any interest on the Offered Securities (including the currency or currencies of payment thereof); and whether the judgment currency provisions of the Senior Indenture are established as terms of the Offered Securities.

(18) The designation of the original currency determination agent, if any.

(19) The applicable overdue interest rate, if any.

(20) If the Offered Securities do not bear interest, applicable dates for determining record holders of Offered Securities.

(21) Any deletions from, modifications of or additions to any Events of Default or covenants provided for in the Senior Indenture with respect to the Offered Securities, whether or not such Events of Default or covenants are consistent with the Events of Default or covenants set forth in the Senior Indenture.

(22) If any of the Offered Securities are to be issued as Bearer Securities, (x) whether interest in respect of any portion of a temporary Offered Security in global form (representing all of the Outstanding Bearer Securities of the series) payable in respect of any interest payment date prior to the exchange of such temporary Offered Security for definitive Offered Securities shall be paid to any clearing organization with respect to the portion of such temporary Offered Security held for its account and, in such event, the terms and conditions (including any certification requirements) upon which any such interest payment received by a clearing organization will be credited to the persons entitled to interest payable on such interest payment date, (y) the terms upon which interests in such temporary Offered Security in global form may be exchanged for interests in a permanent Global Note or for definitive Offered Securities and the terms upon which interests in a permanent Global Note, if any, may be exchanged for definitive Offered Securities and (z) the cities in which the Authorized Newspapers designated for the purposes of giving notices to Holders are published.

(23) Whether the Offered Securities shall be issued in whole or in part in the form of one or more Global Notes and, in such case, the depositary or any common depositary for such Global Notes; and if the Offered Securities are issuable only as Registered Securities, the manner in which and the circumstances under which Global Notes representing Offered Securities may be exchanged for Registered Securities in definitive form.

(24) The designation, if any, of any depositaries, trustees (other than the Trustee), paying agents, authenticating agents, security registrars (other than the Trustee) or other agents with respect to the Offered Securities.

(25) If the Offered Securities are to be issuable in definitive form only upon receipt of certain certificates or other documents or upon satisfaction of certain conditions, the form and terms of such certificates, documents or conditions.

(26) If any of the Offered Securities are to be issued as Registered Securities, the person to whom any interest on any Registered Security shall be payable, if other than the person in whose name that Registered Security is registered at the close of business on the Regular Record Date for such interest, and if any of the Offered Securities are to be issued as Bearer Securities, the manner in which, or the person to whom, any interest on any Bearer Security shall be payable, if otherwise than upon the presentation and surrender of the Coupons, if any, appertaining thereto as they severally mature, the extent to which, or the manner in which, any interest payable on an Offered Security in temporary global form on an interest payment date will be paid and the extent to which, or the manner in which, any interest payable on an Offered Security in permanent global form on an interest payment date will be paid.

(27) The provisions, if any, granting special rights to the Holders of Offered Securities upon the occurrence of such events as may be specified.

(28) Any other terms or conditions relating to the Offered Securities not specified in the Senior Indenture (which other terms shall not be inconsistent with the requirements of the TIA and the provisions of the Senior Indenture).

In the event that Discount Securities are issued, the Federal income tax consequences and other special considerations applicable to such Discount Securities will be described in the Prospectus Supplement relating thereto.

The general provisions of the Senior Indenture do not contain any provisions that would limit the ability of the Company or its Subsidiaries to incur indebtedness or that would afford holders of Senior Debt Securities protection in the event of a highly leveraged or similar transaction involving the Company or its Subsidiaries. Reference is made to the Prospectus Supplement relating to the Offered Securities for information with respect to any deletions from, modifications of or additions to, if any, the Events of Default or covenants of the Company described below that are applicable to the Offered Securities.

All of the Senior Debt Securities of a series need not be issued at the same time, and may vary as to interest rate, maturity and other provisions and unless otherwise provided, a series may be reopened for issuance of additional Senior Debt Securities of such series.

If applicable, the Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable securities laws or regulations in connection with any repurchase of the Senior Debt Securities of a series at the option of the Holder.

DENOMINATIONS, REGISTRATION AND TRANSFER

Unless specified in the Prospectus Supplement, with respect to any series of Senior Debt Securities, any Registered Securities of a series, other than Registered Securities issued in global form (which may be of any denomination), shall be issuable in denominations of $1,000 and any integral multiple thereof and any Bearer Securities of a series, other than Bearer Securities issued in global form (which may be of any denomination), shall be issuable in the denomination of $5,000. Unless specified in the Prospectus Supplement, the Senior Debt Securities of any series shall be payable in U.S. dollars. The Senior Indenture also provides that Senior Debt Securities of a series may be issuable in global form. See "Book-Entry Senior Debt Securities." Unless otherwise indicated in the Prospectus Supplement, Bearer Securities (other than in global form) will have Coupons attached.

Registered Securities of any series will be exchangeable for other Registered Securities of the same series of like aggregate principal amount and of like Stated Maturity and with like terms and conditions. If so specified in the Prospectus Supplement, at the option of the Holder thereof, to the extent permitted by law, any Bearer Security of any series which by its terms is registrable as to principal and interest may be exchanged for a Registered Security of such series of like aggregate principal amount and of a like Stated Maturity and with like terms and conditions, upon surrender of such Bearer Security at the corporate trust office of the Trustee or at any other office or agency of the Company designated for the purpose of making any such exchanges. Subject to certain exceptions, any Bearer Security issued with Coupons surrendered for exchange must be surrendered with all unmatured Coupons and any matured Coupons in default attached thereto.

Notwithstanding the foregoing, the exchange of Bearer Securities for Registered Securities will be subject to the provisions of United States income tax laws and regulations applicable to Senior Debt Securities in effect at the time of such exchange.

Except as otherwise specified in the Prospectus Supplement, in no event may Registered Securities, including Registered Securities received in exchange for Bearer Securities, be exchanged for Bearer Securities.

Upon surrender for registration of transfer of any Registered Security of any series at the office or agency of the Company maintained for such purpose, the Company shall deliver, in the name of the designated transferee, one or more new Registered Securities of the same series of like aggregate principal amount of

such denominations as are authorized for Registered Securities of such series and of a like Stated Maturity and with like terms and conditions. No service charge will be made for any registration of transfer or exchange of Senior Debt Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Company shall not be required (i) to register the transfer of or exchange Senior Debt Securities of any series during a period beginning at the opening of business 15 days before the day of the transmission of a notice of redemption of Senior Debt Securities of such series selected for redemption and ending at the close of business on the day of such transmission, or (ii) to register the transfer of or exchange any Senior Debt Security so selected for redemption in whole or in part, except the unredeemed portion of any Senior Debt Security being redeemed in part.

CERTAIN COVENANTS OF SENIOR DEBT SECURITIES

The Senior Indenture contains, among other things, the following covenants:

Limitation on Liens. The Company will not create or assume and will not permit a Restricted Subsidiary to create or assume, otherwise than in favor of the Company or a Subsidiary, any mortgage, pledge or other lien or encumbrance upon any Principal Property or upon any stock of any Subsidiary or any indebtedness of any Subsidiary to the Company or such Restricted Subsidiary, whether now owned or hereafter acquired, without securing the Outstanding Senior Debt Securities of any applicable series equally and ratably with any and all other obligations and indebtedness thereby secured so long as any such other obligations and indebtedness are so secured (provided, that for the purpose of providing such equal and ratable security, the principal amount of Outstanding Senior Debt Securities of any series of Discount Securities will be such portion of the principal amount as may be specified in the terms of that series). This limitation will not apply to certain permitted mortgages, pledges and other liens and encumbrances as described in the Senior Indenture, including (a) liens existing on the date of the Senior Indenture or at the time a person owning a Principal Property shall become a Restricted Subsidiary; (b) purchase money liens created within specified time limits; (c) liens securing the cost of construction or improvement of any property created within specified time limits; (d) liens existing on acquired property and existing on shares of stock or indebtedness of a person at the time such person shall become a Subsidiary; (e) certain tax, materialmen's, mechanic's, carrier's, workmen's, repairmen's and judgment liens, certain liens arising by operation of law and certain other similar liens; (f) liens in connection with certain government contracts; (g) certain liens in favor of any state or local government or governmental agency in connection with certain tax-exempt financings; and (h) mortgages, pledges and other liens and encumbrances not otherwise permitted; provided, that the aggregate amount of indebtedness secured by all such mortgages, pledges or other liens or encumbrances does not exceed 15% of the Company's Consolidated Net Tangible Assets as of the end of the Company's most recently completed accounting period preceding the creation or assumption of any such mortgage, pledge or other lien or encumbrance (reduced by any Attributable Debt with respect to any Sale and Leaseback Transaction permitted under clause (c) of, but not otherwise permitted under, the "Limitation on Sale and Leaseback Transactions" covenant below).

Limitation on Sale and Leaseback Transactions. The Company will not enter into and will not permit a Restricted Subsidiary to enter into any Sale and Leaseback Transaction with respect to any Principal Property owned by the Company or such Restricted Subsidiary on the date of the Senior Indenture, unless (a) such Sale and Leaseback Transaction involves a lease for a term of not more than three years; (b) such Sale and Leaseback Transaction is between the Company or such Restricted Subsidiary and a Subsidiary; (c) the Company or such Restricted Subsidiary would be entitled to incur indebtedness secured by a mortgage, pledge or other lien or encumbrance on such Principal Property involved in such Sale and Leaseback Transaction at least equal in amount to the Attributable Debt with respect to such Sale and Leaseback Transaction pursuant to the proviso of clause (h) under the "Limitation on Liens" covenant above without equally and ratably securing the Senior Debt Securities of any applicable series pursuant to such covenant; or (d) the proceeds of such Sale and Leaseback Transaction are at least equal to the fair market value thereof (as determined in good faith by the Board of Directors of the Company) and the Company applies an amount equal to the greater of the net proceeds of such sale or the Attributable Debt with respect to such Sale and Leaseback

Transaction within 180 days of such sale to either (or a combination) of (i) the retirement (other than the mandatory retirement, mandatory prepayment or sinking fund payment or by payment at maturity) of Funded Debt of the Company or a Restricted Subsidiary (other than Funded Debt that is subordinated to the Senior Debt Securities) or (ii) the purchase, construction or development of other comparable property.

EVENTS OF DEFAULT

Under the Senior Indenture, "Event of Default" with respect to the Senior Debt Securities of any series means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law, pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body): (1) default in the payment of any interest upon any Senior Debt Security or any payment with respect to the Coupons, if any, of such series when it becomes due and payable, and continuance of such default for a period of 30 days; (2) default in the payment of the principal of (and premium, if any, on) any Senior Debt Security of such series at its Maturity; (3) default in the deposit of any sinking fund payment, when and as due by the terms of a Senior Debt Security of such series; (4) default in the performance, or breach of any covenant or warranty in the Senior Indenture (other than a covenant or warranty a default in whose performance or whose breach is elsewhere in the Senior Indenture specifically dealt with or which expressly has been included in the Senior Indenture solely for the benefit of Senior Debt Securities of a series other than such series), and continuance of such default or breach for a period of 60 days after there has been given to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Senior Debt Securities of such series, a written notice specifying such default or breach and requiring it to be remedied; (5) certain events of bankruptcy, insolvency or reorganization with respect to the Company; or (6) any other Event of Default provided with respect to Senior Debt Securities of that series pursuant to the Senior Indenture.

The Senior Indenture requires the Company to file with the Trustee, annually, an officers' certificate as to the Company's compliance with all conditions and covenants under the Senior Indenture. The Senior Indenture provides that the Trustee may withhold notice to the Holders of a series of Senior Debt Securities of any default (except payment defaults on such Senior Debt Securities) if it considers such withholding to be in the interest of the Holders of such series of Senior Debt Securities to do so.

If an Event of Default with respect to Senior Debt Securities of any series at the time Outstanding (other than an Event of Default specified in clause (5) above) occurs and is continuing, then in every case the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Senior Debt Securities of such series may declare the principal amount (or, if any Senior Debt Securities of such series are Discount Securities, such portion of the principal amount of such Discount Securities as may be specified in the terms of such Discount Securities) of the Senior Debt Securities of such series to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by Holders), and upon any such declaration such principal amount (or specified amount), plus accrued and unpaid interest (and premium, if any) (the "Default Amount") shall become immediately due and payable. Upon payment of the Default Amount in the currency in which such Senior Debt Securities are denominated (except as otherwise provided in the Senior Indenture or specified in the Prospectus Supplement), all obligations of the Company in respect of the payment of principal of the Senior Debt Securities of such series shall terminate. Notwithstanding any other provision of the Senior Indenture, if an Event of Default specified in clause (5) above occurs, then the Default Amount on the Senior Debt Securities then Outstanding shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

Subject to the provisions of the Senior Indenture relating to the duties of the Trustee, in case an Event of Default with respect to Senior Debt Securities of a particular series shall occur and be continuing, the Trustee shall be under no obligation to exercise any of its rights or powers under the Senior Indenture at the request, order or direction of any of the Holders of Senior Debt Securities of that series, unless such Holders shall have offered to the Trustee reasonable indemnity against the expenses and liabilities which might be incurred by it in compliance with such request. Subject to such provisions for the indemnification of the Trustee, the Holders of a majority in principal amount of the Outstanding Senior Debt Securities of such series shall have the right

to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee under the Senior Indenture, or exercising any trust or power conferred on the Trustee with respect to the Senior Debt Securities of that series.

At any time after such a declaration of acceleration with respect to Senior Debt Securities of any series has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as provided in the Senior Indenture, the Holders of not less than a majority in principal amount of the Outstanding Senior Debt Securities of such series, by written notice to the Company and the Trustee, may rescind and annul such declaration and its consequences if (1) the Company has paid or deposited with the Trustee a sum in the currency in which such Senior Debt Securities are denominated (except as otherwise provided in the Senior Indenture or specified in the Prospectus Supplement) sufficient to pay (A) all overdue installments of interest on all Senior Debt Securities or all overdue payments with respect to any Coupons of such series, (B) the principal of (and premium, if any, on) any Senior Debt Securities of such series which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Senior Debt Securities, (C) to the extent that payment of such interest is lawful, interest upon overdue installments of interest on each Senior Debt Security of such series or upon overdue payments on any Coupons of such series at a rate established for such series, and (D) all sums paid or advanced by the Trustee and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and any other amounts due the Trustee under the Senior Indenture; and (2) all Events of Default with respect to Senior Debt Securities of such series, other than the nonpayment of the principal of Senior Debt Securities of such series which have become due solely by such declaration of acceleration, have been cured or waived as provided in the Senior Indenture. No such rescission and waiver will affect any subsequent default or impair any right consequent thereon.

MERGER OR CONSOLIDATION

The Senior Indenture provides that the Company may not consolidate with or merge into any other corporation or sell or convey its properties and assets substantially as an entirety to any person, unless (1) the corporation formed by such consolidation or into which the Company is merged or the person which acquires by sale or conveyance, the properties and assets of the Company substantially as an entirety (the "successor corporation") is a corporation organized and existing under the laws of the United States or any State or the District of Columbia and expressly assumes by a supplemental indenture the due and punctual payment of the principal of (and premium, if any) and interest on all the Outstanding Senior Debt Securities and Coupons, if any, issued under the Senior Indenture and the performance of every covenant in the Senior Indenture on the part of the Company to be performed or observed; (2) immediately after giving effect to such transaction, no Event of Default under the Senior Indenture, and no event which, after notice or lapse of time, or both, would become such an Event of Default, shall have occurred and be continuing; and (3) the Company has delivered to the Trustee an officers' certificate and an opinion of counsel each stating that such consolidation, merger, sale or conveyance and such supplemental indenture comply with the Senior Indenture provisions and that all conditions precedent therein provided for relating to such transaction have been complied with.

For purposes of this covenant, "sell or convey its properties and assets substantially as an entirety" shall mean properties and assets contributing in the aggregate to at least 80% of the Company's total consolidated revenues as reported in the Company's last available periodic financial report (quarterly or annual, as the case may be) filed with the Securities and Exchange Commission.

MODIFICATION OR WAIVER

Without prior notice to or consent of any Holders, the Company and the Trustee, at any time and from time to time, may modify the Senior Indenture for any of the following purposes: (1) to evidence the succession of another corporation to the rights of the Company and the assumption by such successor of the covenants and obligations of the Company in the Senior Indenture and in the Senior Debt Securities and Coupons, if any, issued thereunder; (2) to add to the covenants of the Company for the benefit of the Holders of all or any series of Senior Debt Securities and the Coupons, if any, appertaining thereto (and if such covenants are to be for the benefit of less than all series, stating that such covenants are expressly being

included solely for the benefit of such series), or to surrender any right or power conferred in the Senior Indenture upon the Company; (3) to add any additional Events of Default (and if such Events of Default are to be applicable to less than all series, stating that such Events of Default are expressly being included solely to be applicable to such series); (4) to add or change any of the provisions of the Senior Indenture to such extent as shall be necessary to permit or facilitate the issuance thereunder of Senior Debt Securities of any series in bearer form, registrable or not registrable, and with or without Coupons, to permit Bearer Securities to be issued in exchange for Registered Securities, to permit Bearer Securities to be issued in exchange for Bearer Securities of other authorized denominations or to permit the issuance of Senior Debt Securities of any series in uncertificated form, provided that any such action shall not adversely affect the interests of the Holders of Senior Debt Securities of any series or any related Coupons in any material respect; (5) to change or eliminate any of the provisions of the Senior Indenture, provided that any such change or elimination will become effective only when there is no Outstanding Senior Debt Security issued thereunder or Coupon of any series created prior to such modification which is entitled to the benefit of such provision and as to which such modification would apply; (6) to secure the Senior Debt Securities issued thereunder or to provide that any of the Company's obligations under the Senior Debt Securities or the Senior Indenture shall be guaranteed; (7) to supplement any of the provisions of the Senior Indenture to such extent as is necessary to permit or facilitate the defeasance and discharge of any series of Senior Debt Securities, provided that any such action will not adversely affect the interests of the Holders of Senior Debt Securities of such series or any other series of Senior Debt Securities issued under the Senior Indenture or any related Coupons in any material respect; (8) to establish the form or terms of Senior Debt Securities and Coupons, if any, as permitted by the Senior Indenture; (9) to evidence and provide for the acceptance of appointment thereunder by a successor Trustee with respect to one or more series of Senior Debt Securities and to add to or change any of the provisions of the Senior Indenture as is necessary to provide for or facilitate the administration of the trusts thereunder by more than one Trustee; (10) to cure any ambiguity, to correct or supplement any provision in the Senior Indenture which may be defective or inconsistent with any other provision therein, to eliminate any conflict between the terms of the Senior Indenture and the Senior Debt Securities issued thereunder and the TIA or to make any other provisions with respect to matters or questions arising under the Senior Indenture which will not be inconsistent with any provision of the Senior Indenture; provided such other provisions shall not adversely affect the interests of the Holders of Outstanding Senior Debt Securities or Coupons, if any, of any series created thereunder prior to such modification in any material respect; or (11) to change or modify any of the provisions of the Senior Indenture; provided that any such changes or modifications shall not adversely affect the interests of the Holders of Outstanding Senior Debt Securities or Coupons, if any, of any series created thereunder prior to such modification in any material respect.

With the written consent of the Holders of not less than a majority in principal amount of the Outstanding Senior Debt Securities of each series affected by such modification voting separately, the Company and the Trustee may modify the Senior Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Senior Indenture or of modifying in any manner the rights of the Holders of Senior Debt Securities and Coupons, if any, under the Senior Indenture; provided, however, that no such modification may, without the consent of the Holder of each Outstanding Senior Debt Security of each such series affected thereby (1) change the Stated Maturity of the principal of, or any installment of interest on, any Senior Debt Security, or reduce the principal amount thereof or the interest thereon or any premium payable upon redemption thereof, or change the Stated Maturity of or reduce the amount of any payment to be made with respect to any Coupon, or change the currency or currencies in which the principal of (and premium, if any) or interest on such Senior Debt Security is denominated or payable, or reduce the amount of the principal of a Discount Security that would be due and payable upon a declaration of acceleration of the Maturity thereof, or adversely affect the right of repayment or repurchase, if any, at the option of the Holder, or reduce the amount of, or postpone the date fixed for, any payment under any sinking fund or analogous provisions for any Senior Debt Security, or impair the right to institute suit for the enforcement of any payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption Date), or limit the obligation of the Company to maintain a paying agency outside the United States for payments on Bearer Securities; (2) reduce the percentage in principal amount of the Outstanding Senior Debt Securities of any series, the consent of whose Holders is required for any

supplemental indenture, or the consent of whose Holders is required for any waiver of compliance with certain provisions of the Senior Indenture or certain defaults or Events of Default thereunder and their consequences provided for in the Senior Indenture; (3) modify any of the provisions of the Senior Indenture which provide for waivers by the Holders of Senior Debt Securities of past defaults or waivers by the Holders of Senior Debt Securities of compliance by the Company with any covenants, except to increase any such percentage required to permit such waivers; or (4) modify any of the provisions of the Senior Indenture which provide that certain other provisions of the Senior Indenture cannot be modified without the consent of the Holder of each Outstanding Senior Debt Security of each series affected thereby, except to require that certain other provisions of the Senior Indenture cannot be modified without the consent of the Holder of each Outstanding Senior Debt Security of each series affected thereby.

A modification which changes or eliminates any covenant or other provision of the Senior Indenture with respect to one or more particular series of Senior Debt Securities and Coupons, if any, or which modifies the rights of the Holders of Senior Debt Securities and Coupons of such series with respect to such covenant or other provision, shall be deemed not to affect the rights under the Senior Indenture of the Holders of Senior Debt Securities and Coupons, if any, of any other series.

The Holders of not less than a majority in principal amount of the Outstanding Senior Debt Securities of any series may on behalf of the Holders of all the Senior Debt Securities of any such series waive, by notice to the Trustee and the Company, any past default or Event of Default under the Senior Indenture with respect to such series and its consequences, except a default (1) in the payment of the principal of (or premium, if any) or interest on any Senior Debt Security of such series, or in the payment of any sinking fund installment or analogous obligation with respect to the Senior Debt Securities of such series, or (2) in respect of a covenant or provision hereof which pursuant to the second paragraph under "Modification and Waiver" cannot be modified or amended without the consent of the Holder of each Outstanding Senior Debt Security of such series affected. Upon any such waiver, such default will cease to exist, and any Event of Default arising therefrom will be deemed to have been cured, for every purpose of the Senior Debt Securities of such series under the Senior Indenture, but no such waiver will extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

The Company may omit in any particular instance to comply with certain covenants in the Senior Indenture (including, if so specified in the Prospectus Supplement, any covenant not set forth in the Senior Indenture but specified in the Prospectus Supplement to be applicable to the Senior Debt Securities of any series issued thereunder, except as otherwise specified in the Prospectus Supplement, and including the covenants relating to the maintenance by the Company of its existence, rights and franchises, and the limitation on liens and the limitation on sale and leaseback transactions) if before the time for such compliance the Holders of at least a majority in principal amount of the Outstanding Senior Debt Securities of such series either waive such compliance in such instance or generally waive compliance with such provisions, but no such waiver may extend to or affect any term, provision or condition except to the extent expressly so waived, and, until such waiver becomes effective, the obligations of the Company and the duties of the Trustee in respect of any such provision will remain in full force and effect.

DISCHARGE, LEGAL DEFEASANCE AND COVENANT DEFEASANCE

The Senior Indenture with respect to the Senior Debt Securities of any series may be discharged, subject to certain terms and conditions, when (1) either (A) all Senior Debt Securities and the Coupons, if any, of such series have been delivered to the Trustee for cancellation, or (B) all Senior Debt Securities and the Coupons, if any, of such series not theretofore delivered to the Trustee for cancellation (i) have become due and payable, (ii) will become due and payable at their Stated Maturity within one year, or (iii) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice by the Trustee, and the Company, in the case of (i), (ii) or (iii) of subclause (B), has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust for such purpose an amount in the currency in which such Senior Debt Securities are denominated sufficient to pay and discharge the entire indebtedness on such Senior Debt Securities for principal (and premium, if any) and interest to the date of such deposit (in the case of Senior Debt Securities which have become due and payable) or to the Stated Maturity or

Redemption Date, as the case may be, provided, however, in the event a petition for relief under the applicable Federal or state bankruptcy, insolvency or other similar law is filed with respect to the Company within 91 days after the deposit and the Trustee is required to return the deposited money to the Company, the obligations of the Company under the Senior Indenture with respect to such Senior Debt Securities will not be deemed terminated or discharged; (2) the Company has paid or caused to be paid all other sums payable under the Senior Indenture by the Company; (3) the Company has delivered to the Trustee an officers' certificate and an opinion of counsel each stating that all conditions precedent therein provided relating to the satisfaction and discharge of the Senior Indenture with respect to such series have been complied with; and (4) the Company has delivered to the Trustee an opinion of counsel or a ruling of the Internal Revenue Service to the effect that such deposit and discharge will not cause the Holders of the Senior Debt Securities of such series to recognize income, gain or loss for Federal income tax purposes.

If provision is made for the defeasance of Senior Debt Securities of a series, and if the Senior Debt Securities of such series are Registered Securities and denominated and payable only in U.S. dollars, then the provisions of the Senior Indenture relating to defeasance shall be applicable except as otherwise specified in the Prospectus Supplement for Senior Debt Securities of such series. Defeasance provisions, if any, for Senior Debt Securities denominated in a foreign currency or currencies or for Bearer Securities may be specified in the Prospectus Supplement.

At the Company's option, either (a) the Company shall be deemed to have been Discharged (as defined below) from its obligations with respect to Senior Debt Securities of any series ("legal defeasance option") or (b) the Company shall cease to be under any obligation to comply with certain provisions of the Senior Indenture relating to mergers and consolidations of the Company, the provisions relating to limitations on liens and limitations on sale and leaseback transactions (and, if so specified, any other obligation of the Company or restrictive covenant added for the benefit of such series ("covenant defeasance option")) at any time after the applicable conditions set forth below have been satisfied: (1) the Company shall have deposited or caused to be deposited irrevocably with the Trustee as trust funds in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of the Senior Debt Securities of such series, money in an amount, or (ii) U.S. Government Obligations which through the payment of interest and principal in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment, money in an amount, or (iii) a combination of (i) and (ii), sufficient, in the opinion (with respect to (ii) and (iii)) of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge each installment of principal (including any mandatory sinking fund payments) of and premium, if any, and interest on, the Outstanding Senior Debt Securities of such series on the dates such installments of interest or principal and premium are due; (2) such deposit shall not cause the Trustee with respect to the Senior Debt Securities of that series to have a conflicting interest with respect to the Senior Debt Securities of any series; (3) such deposit will not result in a breach or violation of, or constitute a default under, the Senior Indenture or any other agreement or instrument to which the Company is a party or by which it is bound; (4) if the Senior Debt Securities of such series are then listed on any national securities exchange, the Company shall have delivered to the Trustee an opinion of counsel or a letter or other document from such exchange to the effect that the Company's exercise of its legal defeasance option or the covenant defeasance option, as the case may be, would not cause such Senior Debt Securities to be delisted; (5) no Event of Default or event (including such deposit) which, with notice or lapse of time or both, would become an Event of Default with respect to the Senior Debt Securities of such series shall have occurred and be continuing on the date of such deposit and, with respect to the legal defeasance option only, no Event of Default under the provisions of the Senior Indenture relating to certain events of bankruptcy or insolvency or event which with the giving of notice or lapse of time, or both, would become an Event of Default under such bankruptcy or insolvency provisions shall have occurred and be continuing on the 91st day after such date; and (6) certain other opinions, officers' certificates and other documents specified in the Senior Indenture, including an opinion of counsel or a ruling of the Internal Revenue Service to the effect that such deposit, defeasance or Discharge will not cause the Holders of the Senior Debt Securities of such series to recognize income, gain or loss for Federal income tax purposes. Notwithstanding the foregoing, if the Company exercises its covenant defeasance option and an Event of Default under the provisions of the Senior Indenture relating to certain events of bankruptcy or insolvency or event which with the giving of notice or

lapse of time, or both, would become an Event of Default under such bankruptcy or insolvency provisions shall have occurred and be continuing on the 91st day after the date of such deposit, the obligations of the Company referred to under the definition of covenant defeasance option with respect to such Senior Debt Securities shall be reinstated in full.

PAYMENT AND PAYING AGENTS

If Senior Debt Securities of a series are issuable only as Registered Securities, the Company will maintain in each Place of Payment for such series an office or agency where Senior Debt Securities of that series may be presented or surrendered for payment, where Senior Debt Securities of that series may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Senior Debt Securities of that series and the Senior Indenture may be served.

If Senior Debt Securities of a series are issuable as Bearer Securities, the Company will maintain or cause to be maintained (A) in the Borough of Manhattan, The City and State of New York, an office or agency where any Registered Securities of that series may be presented or surrendered for payment, where any Registered Securities of that series may be surrendered for registration of transfer, where Senior Debt Securities of that series may be surrendered for exchange or redemption and where notices and demands to or upon the Company in respect of the Senior Debt Securities of that series and the Senior Indenture may be served and where Bearer Securities of that series and related Coupons may be presented or surrendered for payment in the circumstances described in the following paragraph (and not otherwise), (B) subject to any laws or registration applicable thereto, in a Place of Payment for that series which is located outside the United States, an office or agency where Senior Debt Securities of that series and related Coupons may be presented and surrendered for payment (including payment of any additional amounts payable on Senior Debt Securities of that series, if so provided in such series); provided, however, that if the Senior Debt Securities of that series are listed on The Stock Exchange of the United Kingdom and the Republic of Ireland, the Luxembourg Stock Exchange or any other stock exchange located outside the United States and such stock exchange shall so require, the Company will maintain a Paying Agent for the Senior Debt Securities of that series in London, Luxembourg or any other required city located outside the United States, as the case may be, so long as the Debt Securities of that series are listed on such exchange, and (C) subject to any laws or regulations applicable thereto, in a Place of Payment for that series located outside the United States, an office or agency where any Registered Securities of that series may be surrendered for registration of transfer, where Senior Debt Securities of that series may be surrendered for exchange or redemption and where notices and demands to or upon the Company in respect of the Senior Debt Securities of that series and the Senior Indenture may be served. The Company will give prompt written notice to the Trustee of the locations, and any change in the locations, of such offices or agencies. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the corporate trust office of the Trustee, except that Bearer Securities of that series and the related Coupons may be presented and surrendered for payment at the offices specified in the applicable Senior Debt Security and the Company has appointed the Trustee (or in the case of Bearer Securities may appoint such other agent as may be specified in the applicable Prospectus Supplement) as its agent to receive all presentations, surrenders, notices and demands.

No payment of principal, premium or interest on Bearer Securities shall be made at any office or agency of the Company in the United States or by check mailed to any address in the United States or by transfer to an account maintained with a bank located in the United States; provided, however, that, if the Senior Debt Securities of a series are denominated and payable in U.S. dollars, payment of principal of and any premium and interest on Senior Debt Securities of such series, if specified in the applicable Prospectus Supplement, shall be made at the office of the Company's Paying Agent in the Borough of Manhattan, The City and State of New York, if (but only if) payment in U.S. dollars of the full amount of such principal, premium, interest or additional amounts, as the case may be, at all offices or agencies outside the United States maintained for the purpose by the Company in accordance with the Senior Indenture is illegal or effectively precluded by exchange controls or other similar restrictions.

BOOK-ENTRY SENIOR DEBT SECURITIES

The Senior Debt Securities of a series may be issued in whole or in part in global form that will be deposited with, or on behalf of, a depositary identified in the applicable Prospectus Supplement. Global Notes may be issued in either registered or bearer form and in either temporary or permanent form (each a "Global Note"). Payments of principal of (premium, if any) and interest on Senior Debt Securities represented by a Global Note will be made by the Company to the Trustee and then by the Trustee to the depositary.

If specified in the applicable Prospectus Supplement, any Global Notes will be deposited with, or on behalf of, The Depository Trust Company, New York, New York ("DTC"), as depositary, or such other depositary as may be specified in the applicable Prospectus Supplement. In the event that DTC acts as depositary with respect to any Global Notes, the Company anticipates that such Global Notes will be registered in the name of DTC's nominee, and that the following provisions will apply to the depositary arrangements with respect to any such Global Notes. Additional or differing terms of the depositary arrangements, if any, applicable to the Offered Securities, will be described in the accompanying Prospectus Supplement.

So long as DTC or its nominee is the registered owner of a Global Note, DTC or its nominee, as the case may be, will be considered the sole Holder of the Senior Debt Securities represented by such Global Note for all purposes under the Senior Indenture. Except as provided below, owners of beneficial interests in a Global Note will not be entitled to have Senior Debt Securities represented by such Global Note registered in their names, will not receive or be entitled to receive physical delivery of Senior Debt Securities in certificated form and will not be considered the owners or Holders thereof under the Senior Indenture. The laws of some states require that certain purchasers of securities take physical delivery of such securities in certificated form; accordingly, such laws may limit the transferability of beneficial interests in a Global Note.

If DTC is at any time unwilling or unable to continue as depositary and a successor depositary is not appointed by the Company within 90 days, the Company will issue individual Senior Debt Securities in certificated form in exchange for the Global Notes. In addition, the Company may at any time, and in its sole discretion, determine not to have any Senior Debt Securities represented by one or more Global Notes and, in such event, will issue individual Senior Debt Securities in certificated form in exchange for the relevant Global Notes. If Registered Securities of any series shall have been issued in the form of one or more Global Notes and if an Event of Default with respect to the Senior Debt Securities of such series shall have occurred and be continuing, the Company will issue individual Senior Debt Securities in certificated form in exchange for the relevant Global Notes.

The following is based on information furnished by DTC:

DTC is a limited-purpose trust company organized under the Banking Law of the State of New York, a "banking organization" within the meaning of the Banking Law of the State of New York, a member of the Federal Reserve System, a clearing corporation within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Exchange Act. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations ("Direct Participants"). DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The rules applicable to DTC and its Participants are on file with the Commission.

Purchases of Senior Debt Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Senior Debt Securities on DTC's records. The ownership interest of each actual purchaser of each Senior Debt Security ("Beneficial Owner") is in turn recorded on

the Direct and Indirect Participants' records. A Beneficial Owner does not receive written confirmation from DTC of its purchase, but such Beneficial Owner is expected to receive a written confirmation providing details of the transaction, as well as periodic statements of its holdings, from the Direct or Indirect Participant through which such Beneficial Owner entered into the transaction. Transfers of ownership interests in Senior Debt Securities are accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners do not receive certificates representing their ownership interests in Senior Debt Securities, except in the event that use of the book entry system for the Senior Debt Securities is discontinued.

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

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

Neither DTC nor Cede & Co. will consent or vote with respect to the Senior Debt Securities. Under its usual procedures, DTC mails a proxy (an "Omnibus Proxy") to the issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Senior Debt Securities are credited on the record date (identified on a list attached to the Omnibus Proxy).

Principal and interest payments on the Senior Debt Securities will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the payable date in accordance with their respective holdings as shown on DTC's records unless DTC has reason to believe that it will not receive payment on the payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the Company, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Company or the Paying Agent, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depositary with respect to the Senior Debt Securities at any time by giving reasonable notice to the Company or the Paying Agent. Under such circumstances, in the event that a successor securities depositary is not appointed, Senior Debt Security certificates are required to be printed and delivered.

The Company may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depositary). In that event, Senior Debt Security certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources (including DTC) that the Company believes to be reliable, but the Company takes no responsibility for the accuracy thereof.

Unless stated otherwise in the applicable Prospectus Supplement, the underwriters or agents with respect to a series of Senior Debt Securities issued as Global Notes will be Direct Participants in DTC.

None of the Company, any underwriter or agent, the Trustee or any applicable Paying Agent will have the responsibility or liability for any aspect of the records relating to or payments made on account of

beneficial interests in a Global Note, or for maintaining, supervising or reviewing any records relating to such beneficial interests.

THE TRUSTEE UNDER THE SENIOR INDENTURE

Chemical Bank is one of a number of banks with which the Company maintains ordinary banking relationships. Chemical Bank currently acts as registrar, transfer agent and dividend disbursing agent for the Company. In addition, Chemical Bank currently provides cash management services to the Company.

GOVERNING LAW

The Senior Indenture, the Senior Debt Securities and the Coupons for all purposes will be governed by and construed in accordance with the laws of the State of New York.

CERTAIN DEFINITIONS

Set forth below is a summary of certain defined terms used in the Senior Indenture. Reference is made to the Senior Indenture for the full definition of all such terms.

"Attributable Debt" means, with respect to a Sale and Leaseback Transaction with respect to any Principal Property, the lesser of: (a) the fair market value of such property (as determined in good faith by the Board of Directors of the Company); or (b) the present value of the total net amount of rent required to be paid under such lease during the remaining term thereof (including any period for which such lease has been extended and excluding any unexercised renewal or other extension options exercisable by the lessee, and excluding amounts on account of maintenance and repairs, services, taxes and similar charges and contingent rents), discounted at the rate of interest set forth or implicit in the terms of such lease (or, if not practicable to determine such rate, the weighted average interest rate per annum borne by the Senior Debt Securities of the applicable series then Outstanding) compounded semi-annually. In the case of any lease which is terminable by the lessee upon the payment of a penalty, such net amount shall be the lesser of the net amount determined assuming termination upon the first date such lease may be terminated (in which case the net amount shall also include the amount of the penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated) or the net amount determined assuming no such termination.

"Consolidated Net Tangible Assets" at any time, means the excess over current liabilities of all assets, less goodwill, trademarks, patents, other like intangibles and the minority interests of others in Subsidiaries, of the Company and its consolidated Subsidiaries, determined on a consolidated basis in accordance with generally accepted accounting principles, as of the end of the most recently completed accounting period of the Company for which financial information is then available.

"Discharged" means that the Company shall be deemed to have paid and discharged the entire indebtedness represented by, and obligations under, the Senior Debt Securities of such series and to have satisfied all the obligations under the Senior Indenture relating to the Senior Debt Securities of such series, except (i) the right of Holders of Senior Debt Securities of such series to receive, from the trust fund described under "Discharge, Legal Defeasance and Covenant Defeasance" above, payment of the principal of (and premium, if any) and interest on such Senior Debt Securities when such payments are due, the Company's obligations with respect to the Senior Debt Securities of such series under the provisions relating to exchanges, transfers and replacement of Senior Debt Securities, the maintenance of an office or agency of the Company and the defeasance trust fund, the provisions relating to compensation and reimbursement of the Trustee and (iii) the rights, powers, trusts, duties and immunities of the Trustee thereunder.

"Funded Debt" means any indebtedness for money borrowed, created, issued, incurred, assumed or guaranteed which would, in accordance with generally accepted accounting principles, be classified as long-term debt, but in any event including all indebtedness for money borrowed, whether secured or unsecured, maturing more than one year or extendible at the option of the obligor to a date more than one year, after the date of determination thereof (excluding any amount thereof included in current liabilities).

"Principal Property" means any parcel of real property and related fixtures or improvements owned by the Company or any Restricted Subsidiary and located in the United States, the aggregate book value of which, less accumulated depreciation, on the date of determination exceeds $5 million, other than any such real property and related fixtures or improvements which, as determined in good faith by the Board of Directors of the Company, is not of material importance to the total business conducted by the Company and its Subsidiaries, taken as a whole.

"Restricted Subsidiary" means, with respect to the Company, any "significant subsidiary" as such term is defined in Rule 1-02(w) of Regulation S-X under the Securities Act of 1933, as amended (the "Securities Act"); provided, however, that a Subsidiary shall be considered not to be a Restricted Subsidiary if (a) it is principally engaged in the business of finance, banking, credit, leasing, insurance, investments, financial services or other similar operations, or any combination thereof; (b) it is principally engaged in financing the Company's operations outside the continental United States of America; (c) substantially all of its assets consist of the capital stock of one or more of the Subsidiaries engaged in the operations described in the preceding clause (a) or (b) or any combination thereof; (d) a majority of its voting stock shall at the time be owned directly or indirectly by one or more Subsidiaries which are not Restricted Subsidiaries; or (e) (i) it has issued and sold either (x) equity securities with aggregate net proceeds in excess of $10,000,000 or (y) debt securities aggregating $10,000,000 or more in principal amount, or (ii) the Company has sold equity securities of such Subsidiary with aggregate net proceeds to the Company in excess of $10,000,000; provided, however, that the securities referred to in this clause (e) were issued under a registration statement filed with the Commission pursuant to the provisions of Section 6 of the Securities Act.

"Sale and Leaseback Transaction" means any arrangement with any person providing for the leasing by the Company or any Restricted Subsidiary of any Principal Property which has been or is to be sold or transferred by the Company or such Restricted Subsidiary to such person; provided, however, that "Sale and Leaseback Transaction" shall not include such arrangements that were existing on the date of the Senior Indenture or at the time any person owning a Principal Property shall become a Restricted Subsidiary.

"Subsidiary" means any corporation of which at least a majority of the outstanding stock having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation, irrespective of whether or not at the time stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency, is at the time, directly or indirectly, owned or controlled by the Company or by one or more Subsidiaries thereof, or by the Company and one or more Subsidiaries thereof.

"U.S. Government Obligations" means securities that are (i) direct obligations of the United States for the payment of which its full faith and credit is pledged, or (ii) obligations of a person controlled or supervised by and acting as an agency or instrumentality of the United States the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States, which, in either case under clause (i) or (ii), are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such U.S. Government Obligation or a specific payment of interest on (or principal of) any such U.S. Government Obligation held by such custodian for the account of the holder of a depository receipt; provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the U.S. Government Obligation or the specific payment of interest on or principal of the U.S. Government Obligation evidenced by such depository receipt.

## PLAN OF DISTRIBUTION

The Company may sell the Offered Securities in four ways: (i) directly to purchasers, (ii) through agents, (iii) through underwriters and (iv) through dealers.

Offers to purchase Offered Securities may be solicited directly by the Company and sales thereof may be made by the Company directly to institutional investors or others. The terms of any such sales will be set forth in the accompanying Prospectus Supplement.

Offers to purchase Offered Securities may be solicited by agents designated by the Company from time to time. Any such agent, who may be deemed to be an underwriter as that term is defined in the Securities Act, involved in the offer or sale of the Offered Securities in respect of which this Prospectus is delivered will be named, and any commissions payable by the Company to such agent set forth, in the accompanying Prospectus Supplement. Unless otherwise indicated in the accompanying Prospectus Supplement, any such agent will be acting on a reasonable efforts basis for the period of its appointment. Agents may be entitled under agreements which may be entered into with the Company to indemnification by the Company against certain civil liabilities, including liabilities under the Securities Act, and may be customers of, engage in transactions with or perform services for the Company in the ordinary course of business.

If any underwriters are utilized in the sale of the Offered Securities in respect of which this Prospectus is delivered, the Company will enter into an underwriting agreement with such underwriters at the time of sale to them and the names of the specific managing underwriter or underwriters, as well as any other underwriters and the terms of the transaction will be set forth in the accompanying Prospectus Supplement, which will be used by the underwriters to make resales of the Offered Securities in respect of which this Prospectus is delivered to the public. The underwriters may be entitled, under the relevant underwriting agreement, to indemnification by the Company against certain liabilities, including liabilities under the Securities Act, and may be customers of, engage in transactions with or perform services for the Company in the ordinary course of business.

If a dealer is utilized in the sale of the Offered Securities in respect of which this Prospectus is delivered, the Company will sell such Offered Securities to the dealer, as principal. The dealer may then resell such Offered Securities to the public at varying prices to be determined by such dealer at the time of resale. Dealers may be entitled to indemnification by the Company against certain liabilities, including liabilities under the Securities Act, and may be customers of, engage in transactions with or perform services for the Company in the ordinary course of business.

Offered Securities may also be offered and sold, if so indicated in the accompanying Prospectus Supplement, in connection with a remarketing upon their purchase, in accordance with their terms, by one or more firms ("remarketing firms"), acting as principals for their own accounts or as agents for the Company. Any remarketing firm will be identified and the terms of its agreement, if any, with the Company and its compensation will be described in the accompanying Prospectus Supplement. Remarketing firms may be entitled under agreements which may be entered into with the Company to indemnification by the Company against certain civil liabilities, including liabilities under the Securities Act, and may be customers of, engage in transactions with or perform services for the Company in the ordinary course of business.

If so indicated in the accompanying Prospectus Supplement, the Company will authorize agents and underwriters or dealers to solicit offers by certain purchasers to purchase Offered Securities from the Company at the public offering price set forth in the accompanying Prospectus Supplement pursuant to delayed delivery contracts providing for payments and delivery on a specified date in the future. Such contracts will be subject to only those conditions set forth in the accompanying Prospectus Supplement, and the accompanying Prospectus Supplement will set forth the commission payable for solicitation of such offers.

Any underwriters, agents or dealers utilized in the sale of Offered Securities will not confirm sales to accounts over which they exercise discretionary authority.

## LEGAL MATTERS

The validity of the Offered Securities will be passed upon for the Company by Simpson Thacher & Bartlett (a partnership which includes professional corporations), New York, New York, and for any underwriters by counsel as may be specified in accompanying prospectus supplements. In rendering such opinion, Simpson Thacher & Bartlett will be relying as to matters of Connecticut law upon the opinion of Richard W. Davies, Esq. As of August 1, 1995, lawyers of Simpson Thacher & Bartlett who have participated in the preparation of the Registration Statement of which this Prospectus is a part beneficially owned 1,199 shares of Class A Common Stock and 220 shares of Class B Common Stock of the Company. In addition,

a member of Simpson Thacher & Bartlett serves as a director of the Company. As of August 1, 1995, Mr. Davies, General Counsel and Secretary of the Company, beneficially owned 9,275 shares of Class A Common Stock and 9,650 shares of Class B Common Stock of the Company and 8,500 shares of Class A Common Stock and 16,252 shares of Class B Common Stock of the Company obtainable within sixty days of August 1, 1995 by the exercise of stock options pursuant to the Company's 1973 Stock Option Plan for Key Employees.

## EXPERTS

The consolidated financial statements incorporated in this Prospectus by reference to the Annual Report on Form 10-K for the year ended December 31, 1994 have been so incorporated in reliance on the report of Price Waterhouse LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The estimated expenses of issuance and distribution are:

| | AMOUNT TO BE PAID |
|---|---|
| Securities and Exchange Commission Registration Fee | $ 68,965 |
| Blue Sky Fees and Expenses | 15,000 |
| Legal Fees and Expenses | 100,000 |
| Accountants' Fees and Expenses | 35,000 |
| Printing and Engraving Expenses | 65,000 |
| Trustee's Fees and Expenses | 15,000 |
| Miscellaneous | 30,000 |
| Total | $ 328,965 |

ITEM 15. INDEMNIFICATION OF OFFICERS AND DIRECTORS

Directors and officers of the Company shall be indemnified against certain actions pursuant to Connecticut General Statutes Title 33, Section 320(a). Connecticut General Statutes Title 33, Section 320(a) provides that a corporation shall indemnify a director and an officer, as well as other employees and individuals (including eligible outside parties) made a party to any proceeding, other than an action by or in the right of the corporation, against judgments, fines, penalties, amounts paid in settlement and reasonable expenses actually incurred by him and the person whose legal representative he is. The corporation shall not so indemnify any such person unless (i) such person was successful on the merits in the defense of any proceeding referred to above, or (ii) it shall be concluded that such person acted in good faith and in a manner he reasonably believed to be in the best interests of the corporation, or (iii) the court, on application for indemnification, shall have determined that in view of all the circumstances such person is fairly and reasonably entitled to be indemnified. A similar standard is applicable in the case of an alleged claim based upon the purchase or sale of securities, except that the corporation shall only indemnify such person after application to the court in accordance with item (iii) above. In the case of a proceeding by or in the right of the corporation, however, a corporation shall indemnify such person only where such person is finally adjudged not to have breached his duty to the corporation or after application to the court in accordance with item (iii) above. Connecticut General Statutes Title 33, Section 320(a) also provides that a corporation may maintain insurance against liabilities for which indemnification is not expressly provided by statute.

Connecticut General Statutes Title 33, Section 290 provides that a corporation may include in its certificate of incorporation a provision limiting the personal liability of a director to the corporation or its shareholders for monetary damages for breach of duty as a director to an amount that is not less than the compensation received by the director for serving the corporation as a director during the year of the violation if such breach did not (i) involve a knowing and culpable violation of law, (ii) enable the director or an associate to receive an improper personal economic gain, (iii) show a lack of good faith and a conscious disregard for the duty of the director to the corporation, (iv) constitute a sustained and unexcused pattern of inattention that amounted to an abdication of his duty to the corporation or (v) create liability under certain other provisions of the statute. The statute contains a proviso that no such provision shall limit or preclude the liability of a director for any act or omission occurring prior to June, 1989, the effective date of such provision. A charter amendment was approved by the Company's shareholders on May 7, 1990, so limiting the personal liability of the Company's directors to the Company and its shareholders, subject to certain exceptions and conditions.

The Company has in effect liability insurance policies covering certain claims against any of its officers or directors by reason of certain breaches of duty, neglect, error, misstatement, omission or other act committed or alleged to have been committed by such person in his capacity as officer or director.

ITEM 16. EXHIBITS

1 Form of Underwriting Agreement.

4.1 Restated Certificate of Incorporation of the Company and amendments thereto.

4.2 By-Laws of the Company (incorporated by reference to Exhibit 3b to the Company's Annual Report on Form 10-K, for the fiscal year ended December 31, 1989, as filed with the Securities and Exchange Commission on March 26, 1990).

4.3 Form of Senior Indenture.

5 Opinion of Simpson Thacher & Bartlett.

12 Statement Regarding Computation of Ratios of Earnings to Fixed Charges.

23.1 Consent of Price Waterhouse LLP.

23.2 Consent of Simpson Thacher & Bartlett (included in Exhibit 5).

24 Powers of Attorney.

25 Statement of Eligibility of Trustee.

ITEM 17. UNDERTAKINGS

The Registrant hereby undertakes:

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

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

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

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

provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if this Registration Statement is on Form S-3 or Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this Registration Statement.

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

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

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement

relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the Town of Orange, State of Connecticut, on August 17, 1995.

HUBBELL INCORPORATED

By: /s/ G.J. RATCLIFFE
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G.J. Ratcliffe
Chairman of the Board, President,
Chief Executive Officer and Director

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

| SIGNATURE | TITLE | DATE |
|---|---|---|
| /s/ G.J. RATCLIFFE<br>G.J. Ratcliffe | Chairman of the Board, President, Chief Executive Officer and Director | August 17, 1995 |
| /s/ H.B. ROWELL, JR.<br>H.B. Rowell, Jr. | Executive Vice President (Chief Financial and Accounting Officer) | August 17, 1995 |
| /s/ *<br>E.R. Brooks | Director | August 17, 1995 |
| /s/ *<br>G.W. Edwards, Jr. | Director | August 17, 1995 |
| /s/ *<br>J.S. Hoffman | Director | August 17, 1995 |
| /s/ *<br>H.G. McDonell | Director | August 17, 1995 |
| /s/ *<br>A. McNally IV | Director | August 17, 1995 |
| /s/ *<br>D.J. Meyer | Director | August 17, 1995 |
| /s/ *<br>J.A. Urquhart | Director | August 17, 1995 |

| SIGNATURE | TITLE | DATE |
| --- | --- | --- |
| /s/ * M. Wallop | Director | August 17, 1995 |
| *By: /s/ R. W. DAVIES R.W. Davies Attorney-in-Fact | Director | August 17, 1995 |

EXHIBIT INDEX

| Number | Description of Exhibit |
|---|---|
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| 12 | Statement Regarding Computation of Ratios of Earnings to Fixed Charges. |
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| 24 | Powers of Attorney. |
| 25 | Statement of Eligibility of Trustee. |

HUBBELL INCORPORATED

UNDERWRITING AGREEMENT

STANDARD PROVISIONS
(DEBT SECURITIES)

August __, 1995

From time to time, Hubbell Incorporated, a Connecticut corporation (the "Company"), may enter into one or more underwriting agreements that provide for the sale of designated securities to the several underwriters named therein. The standard provisions set forth herein may be incorporated by reference in any such underwriting agreement (an "Underwriting Agreement"). The Underwriting Agreement, including the provisions incorporated therein by reference, is herein sometimes referred to as this Agreement. Terms defined in the Underwriting Agreement are used herein as therein defined.

The Company has filed with the Securities and Exchange Commission (the "Commission") a registration statement, including a prospectus, relating to the Debt Securities and has filed with, or transmitted for filing to, or shall promptly hereafter file with, or transmit for filing to, the Commission a prospectus supplement (the "Prospectus Supplement") specifically relating to the Offered Securities pursuant to Rule 424 under the Securities Act of 1933, as amended (the "Securities Act"). The term "Registration Statement" means the registration statement, including the exhibits thereto, as amended to the date of this Agreement. If the Company files an abbreviated registration statement to register additional Debt Securities pursuant to Rule 462(b) under the Securities Act (the "Rule 462 Registration Statement"), then any reference herein to the term "Registration Statement" shall be deemed to include such Rule 462 Registration Statement. The term "Basic Prospectus" means the prospectus included in the Registration Statement. The term "Prospectus" means the Basic Prospectus together with the Prospectus Supplement. The term "preliminary prospectus" means a preliminary prospectus supplement specifically relating to the

Offered Securities, together with the Basic Prospectus. As used herein, the terms "Basic Prospectus," "Prospectus" and "preliminary prospectus" shall include in each case the documents incorporated by reference therein. The terms "supplement," "amendment" and "amend" as used herein shall include all documents deemed to be incorporated by reference in the Prospectus that are filed subsequent to the date of the Basic Prospectus by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act").

The term "Contract Securities" means the Offered Securities to be purchased pursuant to the delayed delivery contracts substantially in the form of Schedule I hereto, with such changes therein as the Company may approve (the "Delayed Delivery Contracts"). The term "Underwriters' Securities" means the Offered Securities other than Contract Securities.

1. REPRESENTATIONS AND WARRANTIES. The Company represents and warrants to and agrees with each of the Underwriters that:

(a) The Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or, to the Company's knowledge, are threatened by the Commission.

(b) (i) Each document filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (ii) each part of the Registration Statement, when such part became effective, did not contain, and each such part, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Registration Statement and the Prospectus comply, and, as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder and (iv) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this Section

1(b) do not apply (A) to statements or omissions in the Registration Statement or the Prospectus or supplement or amendment based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Manager expressly for use therein or (B) to that part of the Registration Statement that constitutes the Statement of Eligibility (Form T-1) under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), of the Trustee.

(c) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(d) Each of the Company's "significant subsidiaries" as such term is defined in Rule 1-02(w) of Regulation S-X under the Securities Act has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole.

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

(f) The Indenture has been duly qualified under the Trust Indenture Act and has been duly authorized, executed and delivered by the Company and is a valid and binding agreement of the Company, enforceable in accordance with its terms subject to the effects of bankruptcy, insolvency or similar laws affecting creditors' rights generally and except as rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability.

(g) The Delayed Delivery Contracts have been duly authorized, executed and delivered by the Company and are valid and binding agreements of the Company, enforceable in accordance with their respective terms subject to the effects of bankruptcy, insolvency or similar laws affecting creditors' rights generally and except as the availability of equitable remedies may be limited by equitable principles of general applicability.

(h) The Offered Securities have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, in the case of the Underwriters' Securities, or by institutional investors in accordance with the terms of the Delayed Delivery Contracts, in the case of the Contract Securities, will be entitled to the benefits of the Indenture and will be valid and binding obligations of the Company, in each case enforceable in accordance with their respective terms subject to the effects of bankruptcy, insolvency or similar laws affecting creditors' rights generally and except as rights of acceleration, if any, and the availability of equitable remedies may be limited by equitable principles of general applicability.

(i) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, the Indenture, the Offered Securities and the Delayed Delivery Contracts will not contravene any provision of applicable law or the certificate of incorporation or by-laws of the Company or any agreement or other instrument binding upon the Company or any of its subsidiaries that is material to the Company and its subsidiaries, taken as a whole, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Company of its obligations under this Agreement, the Indenture, the Offered Securities and the Delayed Delivery Contracts, except such as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Offered Securities and such as have been obtained.

(j) There has not occurred any material adverse change, or any development involving a prospective material adverse change, in the financial condition or results of operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Prospectus.

(k) There are no legal or governmental proceedings pending or, to the Company's knowledge, threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not so described or any statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed or incorporated by reference as exhibits to the Registration Statement that are not described, filed or incorporated as required.

2. DELAYED DELIVERY CONTRACTS. If the Prospectus provides for sales of Offered Securities pursuant to Delayed Delivery Contracts, the Company hereby authorizes the Underwriters to solicit offers to purchase Contract Securities on the terms and subject to the conditions set forth in the Prospectus pursuant to Delayed Delivery Contracts. Delayed Delivery Contracts may be entered into only with institutional investors approved by the Company of the types set forth in the Prospectus. On the Closing Date, the Company will pay to the Manager as compensation for the accounts of the Underwriters the commission set forth in the Underwriting Agreement in respect of the Contract Securities. The Underwriters will not have any responsibility in respect of the validity or the performance of any Delayed Delivery Contracts.

If the Company executes and delivers Delayed Delivery Contracts with institutional investors, the aggregate amount of Offered Securities to be purchased by the several Underwriters shall be reduced by the aggregate amount of Contract Securities; such reduction shall be applied to the commitment of each Underwriter pro rata in proportion to the amount of Offered Securities set forth opposite such Underwriter's name in the Underwriting Agreement, except to the extent that the Manager determines that such reduction shall be applied in other proportions and so advises the Company; provided, however, that the total amount of Offered Securities to be purchased by all Underwriters shall be the aggregate amount set forth above, less the aggregate amount of Contract Securities.

3. TERMS OF PUBLIC OFFERING. The Company is advised by the Manager that the Underwriters propose to make a public offering of their respective portions of the Underwriters' Securities as soon after this Agreement has been entered into as in the Manager's judgment is advisable. The terms of the public offering of the Underwriters' Securities are set forth in the

Prospectus.

4. PAYMENT AND DELIVERY. Except as otherwise provided in this Section 4, payment for the Underwriters' Securities shall be made by wire transfer or by certified or official bank check or checks payable to the order of the Company in immediately available funds at the time and place set forth in the Underwriting Agreement, upon delivery to the Manager for the respective accounts of the several Underwriters of the Underwriters' Securities registered in such names and in such denominations as the Manager shall request in writing not less than two full business days prior to the date of delivery, with any transfer taxes payable in connection with the transfer of the Underwriters' Securities to the Underwriters duly paid.

5. CONDITIONS TO THE UNDERWRITERS' OBLIGATIONS. The several obligations of the Underwriters are subject to the following conditions:

(a) Subsequent to the execution and delivery of the Underwriting Agreement and prior to the Closing Date:

(i) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading, in the rating accorded any of the Company's securities by any "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g)(2) under the Securities Act; and

(ii) there shall not have occurred any change, or any development involving a prospective change, in the financial condition or results of operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Prospectus that, in the reasonable judgment of the Manager, is material and adverse and that makes it, in the reasonable judgment of the Manager, impracticable to market the Offered Securities on the terms and in the manner contemplated in the Prospectus.

(b) The Underwriters shall have received on the Closing Date a certificate, dated the Closing Date and signed by an executive officer of the Company, to the effect set forth in clause (a)(i) above and to the effect that the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Date

and that the Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) The Underwriters shall have received on the Closing Date an opinion of Simpson Thacher & Bartlett, outside counsel for the Company, dated the Closing Date, substantially in the form of the draft heretofore furnished to the Manager.

(d) The Underwriters shall have received on the Closing Date an opinion of Richard W. Davies, Esq., General Counsel of the Company, dated the Closing Date, substantially in the form of the draft heretofore furnished to the Manager.

(e) The Underwriters shall have received on the Closing Date an opinion of Davis Polk & Wardwell, special counsel for the Underwriters, dated the Closing Date, substantially in the form of the draft heretofore furnished to the Manager.

The opinion of Simpson Thacher & Bartlett described in paragraph (c) above shall be rendered to the Underwriters at the request of the Company and shall so state therein.

(f) The Underwriters shall have received on the Closing Date a letter, dated the Closing Date, in form and substance satisfactory to the Underwriters, from the Company's independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference into the Prospectus; provided that the letter delivered on the Closing Date shall, if practicable, use a "cut-off date" not earlier than the date of the Underwriting Agreement.

6. COVENANTS OF THE COMPANY. In further consideration of the agreements of the Underwriters herein contained, the Company covenants with each Underwriter as follows:

(a) To furnish the Manager, without charge, a signed copy of the Registration Statement (including exhibits thereto) and for delivery to each other Underwriter a conformed copy of the Registration Statement (without exhibits thereto) and to furnish to you in New York City, without charge, prior to 10:00 A.M. local time on the business day next succeeding the date of the Underwriting Agreement and during the period mentioned in paragraph (c) below, as many copies of the Prospectus and any supplements and amendments thereto or to the Registration Statement as the Manager may reasonably request.

(b) Prior to the termination of the offering of the Offered Securities, before amending or supplementing the Registration Statement or the Prospectus with respect to the Offered Securities, to furnish to the Manager a copy of each such proposed amendment or supplement and not to file any such proposed amendment or supplement to which the Manager reasonably objects; provided, however, that the foregoing requirement shall not apply to any of the Company's periodic filings with the Commission required to be filed pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act.

(c) If, during such period after the first date of the public offering of the Offered Securities as in the reasonable opinion of counsel for the Underwriters the Prospectus is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus is delivered to a purchaser, not misleading, or if, in the reasonable opinion of counsel for the Underwriters or counsel for the Company, it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses the Manager will furnish to the Company) to which Offered Securities may have been sold by the Manager on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with law; provided, however, that

any costs incurred by the Company pursuant to this paragraph (c) after three months from the date of the Underwriting Agreement will be at the expense of the Underwriters and will be reimbursed by the Manager as incurred by the Company.

(d) To endeavor to qualify the Offered Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Manager shall reasonably request and to maintain such qualification for as long as the Manager shall reasonably request but in no event longer than one year; provided that the Company shall not be obligated to so qualify the Offered Securities if such qualification requires it to file any general consent to service of process or to register or qualify as a foreign corporation in any jurisdiction in which it is not so registered or qualified.

(e) To make generally available to the Company's security holders and to the Manager as soon as practicable an earning statement covering a twelve month period beginning on the first day of the first full fiscal quarter after the date of this Agreement, which earning statement shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder. If such fiscal quarter is the last fiscal quarter of the Company's fiscal year, such earning statement shall be made available not later than 90 days after the close of the period covered thereby and in all other cases shall be made available not later than 45 days after the close of the period covered thereby.

(f) During the period beginning on the date of the Underwriting Agreement and continuing to and including the Closing Date, not to offer, sell, contract to sell or otherwise dispose of any debt securities of the Company substantially similar to the Offered Securities (other than (i) the Offered Securities and (ii) commercial paper issued in the ordinary course of business), without the prior written consent of the Manager.

(g) Whether or not the transactions contemplated in the Underwriting Agreement are consummated or the Underwriting Agreement is terminated, to pay or cause to be paid all expenses incident to the performance of its obligations under the Underwriting Agreement, including: (i) the fees, disbursements and expenses of the Company's

counsel and the Company's accountants in connection with the registration and delivery of the Offered Securities under the Securities Act and all other fees or expenses in connection with the preparation and filing of the Registration Statement, any preliminary prospectus, the Prospectus and amendments and supplements to any of the foregoing, including all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) all costs and expenses related to the transfer and delivery of the Offered Securities to the Underwriters, including any transfer or other taxes payable thereon, (iii) the cost of printing or producing any Blue Sky or Legal Investment memorandum in connection with the offer and sale of the Offered Securities under state securities laws and all expenses in connection with the qualification of the Offered Securities for offer and sale under state securities laws as provided in Section 6(d) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky or Legal Investment memorandum, (iv) all filing fees and disbursements of counsel to the Underwriters incurred in connection with the review and qualification of the Offering by the National Association of Securities Dealers, Inc., (v) the cost of printing certificates representing the Offered Securities, (vi) the costs and charges of any transfer agent, registrar or depositary, (vii) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Offered Securities; including, without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expense of the representatives and officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show, and (viii) all other costs and expenses incident to the performance of the obligations of the Company hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided in this Section, Section 7 entitled "Indemnification and Contribution", and the last paragraph of Section 9 below, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel, stock transfer taxes payable on resale of any of the Offered

Securities by them, and any advertising expenses connected with any offers they may make.

7. INDEMNIFICATION AND CONTRIBUTION. (a) The Company agrees to indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred by any Underwriter or any such controlling person in connection with defending or investigating any such action or claim incurred subsequent to the giving of the notice called for by the first sentence of paragraph (c) of this Section 7 and with the consent of the Company) (collectively, "Losses") caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof as to which such Losses relate, any preliminary prospectus or the Prospectus (or in any amendment thereof or supplement thereto as to which such Losses relate, if the Company shall have furnished any amendments thereof or supplements thereto), or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such Losses are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Manager expressly for use therein; provided, however, that the foregoing indemnity with respect to any preliminary prospectus shall not inure to the benefit of any Underwriter from whom the person asserting any such Losses purchased Offered Securities, or any person controlling such Underwriter, if a copy of the Prospectus (as then amended or supplemented if the Company shall have furnished any amendments thereof or supplements thereto) was not sent or given by or on behalf of such Underwriter to such person, if required by law so to have been delivered, at or prior to the written confirmation of the sale of the Offered Securities to such person, and if the Prospectus (as so amended or supplemented) would have cured the defect giving rise to such Losses; provided, further, that the foregoing indemnity with respect to the Prospectus shall not inure to the benefit of any Underwriter, or to the benefit of any person who controls such Underwriter, in respect of any Losses asserted by a person who purchased Offered Securities from such Underwriter and arising out of or based upon an untrue statement or omission or alleged untrue statement or omission in the Prospectus, if such untrue statement or omission or alleged untrue statement or

omission is corrected in an amendment or supplement to the Prospectus and if, having previously been furnished by or on behalf of the Company with copies of the Prospectus as so amended or supplemented, such Underwriter thereafter fails to deliver or cause to be delivered such Prospectus as amended or supplemented prior to or concurrently with the sale of Offered Securities to the person asserting such Losses.

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who sign the Registration Statement and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to such Underwriter, but only with reference to information relating to such Underwriter furnished to the Company in writing by such Underwriter through the Manager expressly for use in the Registration Statement, any preliminary prospectus, the Prospectus or any amendments or supplements thereto.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to either paragraph (a) or (b) of this Section 7, such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to any local counsel) for all such

indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Manager, in the case of parties indemnified pursuant to paragraph (a) above, and by the Company, in the case of parties indemnified pursuant to paragraph (b) above. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any Loss by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

(d) To the extent the indemnification provided for in paragraph (a) or (b) of this Section 7 is unavailable to an indemnified party or insufficient in respect of any Losses referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such Losses (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering of the Offered Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and of the Underwriters on the other hand in connection with the statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other hand in connection with the offering of the Offered Securities shall be deemed to be in the same respective proportions as the net proceeds from the offering of such Offered Securities (before deducting expenses) received by the Company and the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover of the Prospectus Supplement, bear to the aggregate public offering price of the Offered Securities. The relative fault of the Company on the one hand and the Underwriters on the other hand shall be determined by reference

to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters' respective obligations to contribute pursuant to this Section 7 are several in proportion to the respective principal amounts of Offered Securities they have purchased hereunder, and not joint.

(e) The Company and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) of this Section 7. The amount paid or payable by an indemnified party as a result of the Losses referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 7, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Offered Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 7 and the representations, warranties and other statements of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement other than by way of breach by the Underwriters, (ii) any investigation made by or on behalf of any Underwriter or any person controlling any Underwriter or the Company, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the Offered Securities.

8. TERMINATION. This Agreement shall be subject to termination by notice given by the Manager to the Company, if (a) after the execution and delivery of the Underwriting Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on or by, as the case may be, any of the New York Stock Exchange or the National Association of Securities Dealers, Inc., (ii) trading of any securities of the Company shall have been suspended on the New York Stock Exchange or in any over-the-counter market, (iii) a general moratorium on commercial banking activities in New York shall have been declared by either Federal or New York State authorities or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis that, in the reasonable judgment of the Manager, is material and adverse and (b) in the case of any of the events specified in clauses (a)(i) through (iv), such event, singly or together with any other such event, makes it, in the reasonable judgment of the Manager, impracticable to market the Offered Securities on the terms and in the manner contemplated in the Prospectus.

9. DEFAULTING UNDERWRITERS. If, on the Closing Date, any one or more of the Underwriters shall fail or refuse to purchase Underwriters' Securities that it has or they have agreed to purchase hereunder on such date, and the aggregate amount of Underwriters' Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate amount of the Underwriters' Securities to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the amount of Underwriters' Securities set forth opposite their respective names in the Underwriting Agreement bears to the aggregate amount of Underwriters' Securities set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as the Manager may specify, to purchase the Underwriters' Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; provided that in no event shall the amount of Underwriters' Securities that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 9 by an amount in excess of one-ninth of such amount of Underwriters' Securities without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Underwriters' Securities and the aggregate amount of Underwriters' Securities with respect to which such default occurs is more than one-tenth of the aggregate amount of Underwriters' Securities to be purchased on such date, and

arrangements satisfactory to the Manager and the Company for the purchase of such Underwriters' Securities are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company. In any such case either the Manager or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement and in the Prospectus or in any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Company to comply in any material respect with the terms or to fulfill in any material respect any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement, the Company will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the reasonable fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

10. COUNTERPARTS. This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

12. HEADINGS. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

UNDERWRITING AGREEMENT

_____, 199_

Hubbell Incorporated
584 Derby Milford Road
Orange, Connecticut 06477-4024

Dear Sirs and Mesdames:

We (the "Manager") are acting on behalf of the underwriter or underwriters (including ourselves) named below (such underwriter or underwriters being herein called the "Underwriters"), and we understand that Hubbell Incorporated, a Connecticut corporation (the "Company"), proposes to issue and sell [Currency and Principal Amount] aggregate initial offering price of [Full title of Debt Securities] (the "Debt Securities"). (The Debt Securities are also referred to herein as the "Offered Securities.") The Debt Securities will be issued pursuant to the provisions of an Indenture dated as of _____, 1995 (the "Indenture") between the Company and Chemical Bank, as Trustee (the "Trustee").

Subject to the terms and conditions set forth or incorporated by reference herein, the Company hereby agrees to sell to the several Underwriters, and each Underwriter agrees, severally and not jointly, to purchase from the Company the respective principal amounts of Debt Securities set forth below opposite their names at a purchase price of ____% of the principal amount of Debt Securities [, plus accrued interest, if any, from [Date of Offered Securities] to the date of payment and delivery]:

| Name | Principal Amount of Debt Securities |
|---|---|

[Insert syndicate list]

Total . . . . . .

The principal amount of Debt Securities to be purchased by the several Underwriters shall be reduced by the aggregate principal amount of Debt Securities sold pursuant to delayed delivery contracts.

The Underwriters will pay for the Offered Securities (less any Offered Securities sold pursuant to delayed delivery contracts) upon delivery thereof at [office] at _____ a.m. (New York time) on _____, 199_, or at such other time, not later than 5:00 p.m. (New York time) on _____, 199_, as shall be designated by the Manager. The time and date of such payment and delivery are hereinafter referred to as the Closing Date.

The Offered Securities shall have the terms set forth in the Prospectus dated August __, 1995, and the Prospectus Supplement dated _____, 199_, including the following:

Terms of Debt Securities

Maturity Date:

Interest Rate:

Redemption Provisions:

Interest Payment Dates: _____ __ and
_____ __ commencing
_____ __,____
[(Interest accrues from
_____ __,____)]

Form and Denomination:

[Other Terms:]

The commission to be paid to the Underwriters in respect of the Offered Securities purchased pursuant to delayed delivery contracts arranged by the Underwriters shall be ___% of the principal amount of the Debt Securities so purchased.

All provisions contained in the document entitled Hubbell Incorporated Underwriting Agreement Standard Provisions (Debt Securities) dated August __, 1995, a copy of which is attached

hereto, are herein incorporated by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein, except that (i) if any term defined in such document is otherwise defined herein, the definition set forth herein shall control, (ii) any references in such document to a type of security that is not an Offered Security shall not be deemed to be a part of this Agreement, (iii) the term "Manager" as used therein shall, for purposes of this Agreement, mean _____, _____ and _____ whose authority hereunder may be exercised by them jointly or by _____ and (iv) all references in such document to a type of agreement that has not been entered into in connection with the transactions contemplated hereby shall not be deemed to be a part of this Agreement.

Please confirm your agreement by having an authorized officer sign a copy of this Agreement in the space set forth below. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Very truly yours,

[Name of Lead Manager(s)]

Acting severally on behalf of themselves
and the several Underwriters named herein

By:

By: _____
Name:
Title:

Accepted:

HUBBELL INCORPORATED

By: _____
Name:
Title:

Schedule I

DELAYED DELIVERY CONTRACT

_____, 199_

Dear Sirs and Mesdames:

The undersigned hereby agrees to purchase from Hubbell Incorporated, a Connecticut corporation (the "Company"), and the Company agrees to sell to the undersigned the Company's securities described in Schedule A annexed hereto (the "Securities"), offered by the Company's Prospectus dated August __, 1995 and Prospectus Supplement dated _____, 19__, receipt of copies of which are hereby acknowledged, at a purchase price stated in Schedule A and on the further terms and conditions set forth in this Agreement. The undersigned does not contemplate selling Securities prior to making payment therefor.

The undersigned will purchase from the Company Securities in the principal amount on the delivery dates set forth in Schedule A. Each such date on which Securities are to be purchased hereunder is hereinafter referred to as a "Delivery Date."

Payment for the Securities which the undersigned has agreed to purchase on each Delivery Date shall be made to the Company or its order by certified or official bank check in New York Clearing House funds at the office of _____, New York, N.Y., at 10:00 A.M. (New York time) on the Delivery Date, upon delivery to the undersigned of the Securities to be purchased by the undersigned on the Delivery Date, in such denominations and registered in such names as the undersigned may designate by written or telegraphic communication addressed to the Company not less than five full business days prior to the Delivery Date.

The obligation of the undersigned to take delivery of and make payment for the Securities on the Delivery Date shall be subject to the conditions that (1) the purchase of Securities to be made by the undersigned shall not at the time of delivery be prohibited under the laws of the jurisdiction to which the undersigned is subject and (2) the Company shall have sold, and delivery shall have taken place to the underwriters (the "Underwriters") named in the Prospectus Supplement referred to above of, such part of the Securities as is to be sold to them. Promptly after completion of sale and delivery to the Underwriters, the Company will mail or deliver to the undersigned as its address set forth below notice to such effect, accompanied by a copy of the opinion of counsel for the Company delivered to the Underwriters in connection therewith.

Failure to take delivery of and make payment for Securities by any purchaser under any other Delayed Delivery Contract shall not relieve the undersigned of its obligations under this agreement.

This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, but will not be assignable by either party hereto without the written consent of the other.

If this Agreement is acceptable to the Company, it is requested that the Company sign the form of acceptance below and mail or deliver one of the counterparts hereof to the undersigned at its address set forth below. This will become a binding agreement, as of the date first above written, between the Company and the undersigned when such counterpart is so mailed or delivered.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Yours very truly,

_____
(Purchaser)

By _____

_____
(Title)

_____

_____
(Address)

Accepted:

HUBBELL INCORPORATED

By _____

PURCHASER --- PLEASE COMPLETE AT TIME OF SIGNING

The name and telephone and department of the representative of the Purchaser with whom details of delivery on the Delivery Date may be discussed is as follows: (Please print.)

| Name | Telephone No. (Including Area Code) | Department |
| --- | --- | --- |
| _____ | _____ | _____ |

SCHEDULE A

Securities:
---

Principal Amounts to be Purchased:
---

Purchase Price:
---

Delivery:
---

EXHIBIT 4.1

CERTIFICATE AMENDING OR RESTATING CERTIFICATE OF INCORPORATION
61-38 Rev. 9/90
Stock Corporation

STATE OF CONNECTICUT
SECRETARY OF THE STATE

1. Name of Corporation (Please enter name within lines)

HUBBELL INCORPORATED

2. The Certificate of Incorporation is: (Check one)

/X/ A. Amended only, pursuant to Conn. Gen. Stat. Section 33 - 360.

/ / B. Amended only, to cancel authorized shares (state number of shares to be cancelled, the class, the series, if any, and the par value, P.A. 90-107.)

/ / C. Restated only, pursuant to Conn. Gen. Stat. Section 33 - 362(a).

/ / D. Amended and restated, pursuant to Conn. Gen. Stat. Section 33 - 362(c).

/ / E. Restated and superseded pursuant to Conn. Gen. Stat. Section 33 - 362(d).

Set forth here the resolution of amendment and/or restatement. Use an 8 1/2 X 11 attached sheet if more space is needed. Conn. Gen. Stat. Section 1 - 9.

SEE EXHIBIT I ATTACHED HERETO AND MADE A PART HEREOF.

(If 2A or 2B is checked, go to 5 & 6 to complete this certificate. If 2C or 2D is checked, complete 3A or 3B. If 2E is checked, complete 4.)

3. (Check one)

/ / A. This certificate purports merely to restate but not to change the provisions of the original Certificate of Incorporation as supplemented and amended to date, and there is no discrepancy between the provisions of the original Certificate of Incorporation as supplemented and amended to date, and the provisions of this Restated Certificate of Incorporation. (If 3A is checked, go to 5 & 6 to complete this certificate.)

/ / B. This Restated Certificate of Incorporation shall give effect to the amendment(s) and purports to restate all those provisions now in effect not being amended by such new amendment(s). (If 3B is checked, check 4, if true, and go to 5 & 6 to complete this Certificate.)

4. (Check, if true)

/ / This restated Certificate of Incorporation was adopted by the greatest vote which would have been required to amend any provision of the Certificate of Incorporation as in effect before such vote and supersedes such Certificate of Incorporation.

5. The manner of adopting the resolution was as follows: (Check one A, or B, or C)

/X/ A. By the board of directors and shareholders, pursuant to Conn. Gen. Stat. Section 33 - 360. Vote of Shareholders: (Check (i) or (ii), and check (iii) if applicable.)

(i) / / No shares are required to be voted as a class; the shareholder's vote was as follows:

Vote Required for Adoption _____ Vote Favoring Adoption _____

(ii) /X/ There are shares of more than one class entitled to vote as a class. The designation of each class required for adoption of the resolution and the vote of each class in favor of adoption were as follows:
(Use an 8 1/2 x 11 attached sheet if more space is needed. Conn. Gen. Stat. Section 1 - 9.)

SEE EXHIBIT II ATTACKED HERETO AND MADE A PART HEREOF.

(iii) /X/ Check here if the corporation has 100 or more recordholders, as defined in Conn. Gen. Stat. Section 33-311a(a).

/ / B. By the board of directors acting alone, pursuant to Conn. Gen. Stat. Section 33-360(b)(2) or 33-362(a).

The number of affirmative votes required to adopt such resolution is: _____

The number of directors' votes in favor of the resolution was: _____

We hereby declare, under the penalties of false statement, that the statements made in the foregoing certificate are true:

| (Print or Type) | Signature | (Print or Type) | Signature |
|---|---|---|---|
| Name of V. Pres. | | Name of Sec. | |
| Harry B.Rowell,Jr. | /s/HARRY B.ROWELL,JR. | Richard W. Davies | /s/RICHARD W. DAVIES |

/ / C. The corporation does not have any shareholders. The resolution was adopted by vote of at least two-thirds of the incorporators before the organization meeting of the corporation, and approved in writing by all subscribers for shares of the corporation. If there are no subscribers, state NONE below.

We (at least two-thirds of the incorporators) hereby declare, under the penalties of false statement, that the statements made in the foregoing certificate are true.

| | | |
|---|---|---|
| Signed Incorporator | Signed Incorporator | Signed Incorporator |
| Signed Subscriber | Signed Subscriber | Signed Subscriber |

(Use an 8 1/2 X 11 attached sheet if more space is needed. Conn. Gen. Stat. Section 1-9)

6. Dated at Orange, Connecticut this tenth day of May, 1991

Rec, CC, GS: (Type or Print)
Richard W. Davies
Hubbell Incorporated
P. O. Box 549
Orange, CT 06477-4024

ATTACHMENT TO STATE OF CONNECTICUT FORM 61-38 REV. 9/90
CERTIFICATE AMENDING OR RESTATING CERTIFICATE OF INCORPORATION

HUBBELL INCORPORATED

EXHIBIT 1

RESOLVED, that Article Fourth, Paragraph A. of the Restated Certificate of Incorporation be amended to read in its entirety as follows:

"Fourth A. The total number of shares of the capital stock of this Corporation hereby authorized is 206,000,000 divided into 6,000,000 shares of Preferred Stock without par value, 50,000,000 shares of Class A Common Stock of the par value of $.01 each, and 150,000,000 shares of Class B Common Stock of the par value of $.01 each."

EXHIBIT 2

A. The proposal to amend the Company's Restated Certificate of Incorporation to increase the number of authorized shares of the Class A Common Stock of the Company to 50,000,000 shares has been approved with 113,630,930 affirmative votes, being the affirmative votes of the holders of a majority of the voting power of all outstanding eligible shares all voting as a single class with 6,262,405 negative votes; and 98,593,641 affirmative votes of the Class A Common Stock voting separately as a class (representing a majority of the Class A Common eligible votes) with 4,036,838 negative votes.

B. The proposal to amend the Company's Restated Certificate of Incorporation to increase the number of authorized shares of the Class B Common Stock of the Company to 150,000,000 shares has been approved with 115,739,437 affirmative votes, being the affirmative votes of the holders of a majority of the voting power of all outstanding eligible shares all voting as a single class with 5,739,752 negative votes; and 15,264,475 affirmative votes of the Class B Common Stock voting separately as a class (representing a majority of the Class B Common eligible votes) with 2,346,809 negative votes.

---

As of the March 15, 1991 record date for voting at the May 6, 1991 Annual Meeting of Shareholders, the total number of shares eligible to vote comprised of 29,587,367 outstanding shares with a combined total voting power of 140,979,997 votes; the Class A Common Stock comprised of 5,862,770 outstanding shares with a voting power (20 votes per share) of 117,255,400 votes; and the Class B Common Stock comprised of 23,724,597 outstanding shares with a voting power (1 vote per share) of 23,724,597 votes.

CERTIFICATE AMENDING OR RESTATING CERTIFICATE OF INCORPORATION
61-38 Rev. 4/89
Stock Corporation

STATE OF CONNECTICUT
SECRETARY OF THE STATE
30 TRINITY STREET
HARTFORD, CT 06106

1. Name of Corporation

Hubbell Incorporated

2. The Certificate of Incorporation is: (Check One)

/X/ A. Amended only, pursuant to Conn. Gen. Stat. Section 33 - 360.

/ / B. Amended and restated, pursuant to Conn. Gen. Stat. Section 33 - 362(c).

/ / C. Restated only, pursuant to Conn. Gen. Stat. Section 33 - 362(a).

(Set forth here the resolution of amendment and/or restatement. Use a 8 1/2 X 11 attached sheet if more space is needed).

See Exhibit I attached hereto

/ / D. Restated and superseded pursuant to Conn. Gen. Stat. Section 33 - 362(d).
(Set forth here the resolution of amendment and/or restatement. Use a 8 1/2 X 11 attached sheet if more space is needed).

(If 2A is checked, go to 5 to complete this certificate. If 2B or 2C is checked, complete 3A or 3B. If 2D is checked, complete 4)

3. (Check one)

/ / A. This certificate purports merely to restate but not to change the provisions of the original Certificate of Incorporation as supplemented and amended to date, and there is no discrepancy between the provisions of the original Certificate of Incorporation as supplemented and amended to date, and the provisions of this Restated Certificate of Incorporation. (If 3A is checked, go to 5 to complete this certificate).

/ / B. This Restated Certificate of Incorporation shall give effect to the amendment(s) and purports to restate all those provisions now in effect not being amended by such new amendment(s). (If 3B is checked, check 4, if true, and go to 5 to complete this Certificate).

4. (Check, if true)

/ / This restated Certificate of Incorporation was adopted by the greatest vote which would have been required to amend any provision of the Certificate of Incorporation as in effect before such vote and supersedes such Certificate of Incorporation.

5. The manner of adopting the resolution was as follows: (Check one A, or B, or C).

/X/ A. By the board of directors and shareholders, pursuant to Conn. Gen. Stat. Section 33 - 360. Vote of Shareholders: (Check (i) or (ii), and check (iii) if applicable).

(i) / / No shares are required to be voted as a class; the shareholder's vote was as follows:

Vote Required for Adoption _____ Vote Favoring Adoption _____

(ii) /X/ There are shares of more than one class entitled to vote as a class. The designation of each class required for adoption of the resolution and the vote of each class in favor of adoption were as follows:
(Use an 8 1/2 x 11 attached sheet if more space is needed).

See Exhibit II attached hereto

(iii) /X/ Check here if the corporation has 100 or more recordholders, as defined in Conn. Gen. Stat. Section 33 - 311 a(a).

/ / B. By the board of directors acting alone, pursuant to Conn. Gen. Stat. Section 33 - 360(b)(2).

The number of affirmative votes required to adopt such resolution is: _____

The number of directors' votes in favor of the resolution was: _____

We hereby declare, under the penalties of false statement, that the statements made in the foregoing certificate are true:

| (Print or Type) | Signature | (Print or Type) | Signature |
|---|---|---|---|
| Name of V. Pres.<br>Robert A. McRoberts | /s/ ROBERT A. MCROBERTS | Name of Sec.<br>Richard W. Davies | /s/ RICHARD W. DAVIES |

/ / C. The corporation does not have any shareholders. The resolution was adopted by vote of at least two-thirds of the incorporators before the organization meeting of the corporation, and approved in writing by all subscribers (if any) for shares of the corporation.

We (at least two-thirds of the incorporators) hereby declare, under the penalties of false statement, that the statements made in the foregoing certificate are true.

| | | |
|---|---|---|
| Signed | Signed | Signed |
| Signed | Signed | Signed |

Dated at Orange, Connecticut this ninth day of May, 1990.

APPROVED by all subscribers, if none, so state:_____
(Use an 8 1/2 X 11 attached sheet if more space is needed)

Rec, CC, GS: (Type or Print)
Hubbell Incorporated
P. O. Box 549
Orange, CT 06477

Please provide filer's name and complete address for mailing receipt

ATTACHMENT TO STATE OF CONNECTICUT FORM 61-38 REV. 4/89
CERTIFICATE AMENDING OR RESTATING CERTIFICATE OF INCORPORATION

HUBBELL INCORPORATED

EXHIBIT 1

A. RESOLVED, that the Restated Certificate of Incorporation of the Company be amended by the adoption of a new Paragraph Seventh thereto as follows:

"SEVENTH. The personal liability of any Director to the corporation or its shareholders for monetary damages for breach of duty as a Director is hereby limited to the amount of the compensation received by the Director for serving the corporation during the year of the violation If such breach did not (a) involve a knowing and culpable violation of law by the Director, (b) enable the Director or an associate, as defined in subdivision (3) of Section 33-374d of the Connecticut General Statutes, to receive an improper personal economic gain, (c) show a lack of good faith and a conscious disregard for the duty of the Director to the corporation under circumstances in which the Director was aware that his or her conduct or omission created an unjustifiable risk of serious injury to the corporation, (d) constitute a sustained and unexcused pattern of inattention that amounted to an abdication of the Director's duty to the corporation, or (e) create liability under Section 33-321 of the Connecticut General Statutes. This provision shall not limit or preclude the liability of a Director for any act or omission occurring prior to the date this provision becomes effective by the filing of a certificate amending the Restated Certificate of Incorporation of the corporation with the Secretary of the State of the State of Connecticut. Any lawful repeal or modification of this provision by the shareholders and the Board of Directors of the corporation shall not adversely affect any right or protection of a Director existing at or prior to the time of such repeal or modification."

B. RESOLVED, that Article Fourth, Paragraph A, of the Restated Certificate of Incorporation be amended to read in its entirety as follows:

"Fourth A. The total number of shares of the capital stock of this Corporation hereby authorized is 93,000,000 divided into 6,000,000 shares of Preferred Stock without par value, 29,000,000 shares of Class A Common Stock of the par value of $0.01 each, and 58,000,000 shares of Class B Common Stock of the par value of $0.01 each."

C. RESOLVED, that Paragraph Fourth of the Restated Certificate of Incorporation of the Company, as restated, amended, and in effect immediately prior to the effectiveness of this Certificate of Amendment is further amended to add a new subparagraph C.1 to read as follows:

"C.1. The corporation may, to the extent of its unreserved and unrestricted capital surplus, (a) make distributions of cash or property to its shareholders with respect to its outstanding shares or any thereof, and (b) make purchases and permit conversions of its own shares for cash, securities or other property."

ATTACHMENT TO STATE OF CONNECTICUT FORM 61-38 REV. 4/89
CERTIFICATE AMENDING OR RESTATING CERTIFICATE OF INCORPORATION

HUBBELL INCORPORATED

EXHIBIT 2

A. The proposal to amend the Company's Restated Certificate of Incorporation to limit the personal liability of the corporation's Directors for monetary damages to the corporation and its shareholders for breach of their duty as Directors has been approved with 114,783,628 affirmative votes, being the affirmative votes of the holders of a majority of the voting power of all outstanding eligible shares all voting as a single class with 3,402,919 negative votes.

B. The proposal to amend the Company's Restated Certificate of Incorporation to reduce the par value of the corporation's Class A Common Stock and Class B Common Stock from $5.00 per share to $0.01 per share has been approved with 115,652,715 affirmative votes, being the affirmative votes of the holders of a majority of the voting power of all outstanding eligible shares all voting as a single class with 2,179,634 negative votes; 100,394,895 affirmative votes of the Class A Common Stock voting separately as a class (representing a majority of the voting power of all outstanding eligible Class A Common shares) and 1,698,069 negative votes; and 15,257,820 affirmative votes of the Class B Common Stock voting separately as a class (representing a majority of the voting power of all outstanding eligible Class B Common shares) with 481,565 negative votes.

C. The proposal to amend the Company's Restated Certificate of Incorporation to permit the corporation to make distributions in cash or property to the corporation's shareholders with respect to the corporation's outstanding shares, and to repurchase and make conversions of any of the corporation's outstanding shares, to the extent of the corporation's capital surplus, has been approved with 110,820,790 affirmative votes, being the affirmative votes of the holders of a majority of the voting power of all outstanding eligible shares all voting as a single class with 1,827,046 negative votes.

---

As of the March 16, 1990 record date for voting at the May 7, 1990 Annual Meeting of Shareholders, the total number of shares eligible to vote comprised of 28,075,124 outstanding shares with a combined total voting power of 141,534,308 votes; the Class A Common Stock comprised of 5,971,536 outstanding shares with a voting power (20 votes per share) of 119,430,720 votes; and the Class B Common Stock comprised of 22,103,588 outstanding shares with a voting power (1 per share) of 22,103,588 votes.

CERTIFICATE
AMENDING OR RESTATING CERTIFICATE OF INCORPORATION BY ACTION OF / / INCORPORATORS
61-38

/ / BOARD OF DIRECTORS
/x/ BOARD OF DIRECTORS AND SHAREHOLDERS (Stock Corporation)
/ / BOARD OF DIRECTORS AND MEMBERS (Nonstock Corporation)

STATE OF CONNECTICUT
SECRETARY OF THE STATE

1. NAME OF CORPORATION

HUBBELL INCORPORATED

DATE

May 18, 1987

2. THE CERTIFICATE OF INCORPORATION IS /x/ A. AMENDED ONLY / / B. AMENDED AND RESTATED / / C. RESTATED ONLY BY THE FOLLOWING RESOLUTION

See Exhibit 1 incorporated herein by reference.

3. (Omit if 2 A is checked.)

(a) THE ABOVE RESOLUTION MERELY RESTATES AND DOES NOT CHANGE THE PROVISIONS OF THE ORIGINAL CERTIFICATE OF INCORPORATION AS SUPPLEMENTED AND AMENDED TO DATE, EXCEPT AS FOLLOWS: (Indicate amendments made, if any; if none, so indicate.)

(B) OTHER THAN AS INDICATED IN PAR. 3(A), THERE IS NO DISCREPANCY BETWEEN THE PROVISIONS OF THE ORIGINAL CERTIFICATE OF INCORPORATION AS SUPPLEMENTED TO DATE, AND THE PROVISIONS OF THIS CERTIFICATE RESTATING THE CERTIFICATE OF INCORPORATION.

BY ACTION OF INCORPORATORS

/ / 4. THE ABOVE RESOLUTION WAS ADOPTED BY VOTE OF AT LEAST TWO-THIRDS OF THE INCORPORATORS BEFORE THE ORGANIZATION MEETING OF THE CORPORATION, AND APPROVED IN WRITING BY ALL SUBSCRIBERS (if any) FOR SHARES OF THE CORPORATION, (or if nonstock corporation, by all applicants for membership entitled to vote, if any.)

WE (AT LEAST TWO-THIRDS OF THE INCORPORATORS) HEREBY DECLARE, UNDER THE PENALTIES OF FALSE STATEMENT THAT THE STATEMENTS MADE IN THE FOREGOING CERTIFICATE ARE TRUE.

SIGNED SIGNED SIGNED

APPROVED

(All subscribers, or, if nonstock corporation, all applicants for membership entitled to vote, if none, so indicate.)

SIGNED SIGNED SIGNED

(Continued)

/ / 4. (Omit if 2.C is checked.) The above resolution was adopted by the board of directors acting alone,
/ / there being no shareholders or subscribers. / / the board of directors being so authorized pursuant to Section 33-341, Conn. G.S. as amended
/ / the corporation being a nonstock corporation and having no members and no applicants for membership entitled to vote on such resolution.

5. The number of affirmative votes required to adopt such resolution is:

6. The number of directors' votes in favor of the resolution was:

WE HEREBY DECLARE, UNDER THE PENALTIES OF FALSE STATEMENT THAT THE STATEMENTS MADE IN THE FOREGOING CERTIFICATE ARE TRUE.

NAME OF PRESIDENT OR VICE PRESIDENT (Print or Type) NAME OF SECRETARY OR ASSISTANT SECRETARY (Print or Type)

SIGNED (President or Vice President) SIGNED (Secretary or Assistant Secretary)

/X/ 4. THE ABOVE RESOLUTION WAS ADOPTED BY THE BOARD OF DIRECTORS AND BY SHAREHOLDERS.
5. Vote of Shareholders:
(a) (Use if no shares are required to be voted as a class)

| NUMBER OF SHARES ENTITLED TO VOTE | TOTAL VOTING POWER | VOTING REQUIRED FOR ADOPTION | VOTE FAVORING ADOPTION |
|---|---|---|---|
| | | | |

(b) (If the shares of any class are entitled to vote as a class, indicate the designation and number of outstanding shares of each such class, the voting power thereof, and the vote of each such class for the amendment resolution.)

See Exhibit 2 incorporated herein by reference.

WE HEREBY DECLARE, UNDER THE PENALTIES OF FALSE STATEMENT THAT THE STATEMENTS MADE IN THE FOREGOING CERTIFICATE ARE TRUE.

NAME OF PRESIDENT OR VICE PRESIDENT (Print or type) NAME OF SECRETARY OR ASSISTANT SECRETARY (Print or Type)
FRED R. DUSTO RICHARD W. DAVIES

SIGNED (President or Vice President) SIGNED (Secretary or Assistant Secretary)
/s/ FRED R. DUSTO /s/ RICHARD W. DAVIES

/ / 4. THE ABOVE RESOLUTION WAS ADOPTED BY THE BOARD OF DIRECTORS AND BY MEMBERS.
5. VOTE OF MEMBERS:
(a) (Use if no MEMBERS are required to be voted as a class)

| NUMBER OF MEMBERS VOTING | TOTAL VOTING POWER | VOTE REQUIRED FOR ADOPTION | VOTE FAVORING ADOPTION |
|---|---|---|---|
| | | | |

(b) (If the members of any class are entitled to vote as a class, indicate the designation and number of members of each such class, the voting power thereof, and the vote of each such class for the amendment resolution.)

WE HEREBY DECLARE, UNDER THE PENALTIES OF FALSE STATEMENT THAT THE STATEMENTS MADE IN THE FOREGOING CERTIFICATE ARE TRUE.

NAME OF PRESIDENT (Print or type) NAME OF SECRETARY (Print or Type)

SIGNED (President or Vice President) SIGNED (Secretary or Assistant Secretary)

| FILING FEE | Exp. 20 FF 30 | CERTIFICATION FEE | Exp. 40 | TOTAL FEE |
|---|---|---|---|---|
| $ FIX 102,000,00 | | $ 25.00 | | $ 102,115 |

SIGNED (For Secretary of the State)
Rec & 2CC: ALLEN BOYORSKY

CERTIFIED COPY SENT ON (Date) INITIALS
Harvey Hubbell Inc.

TO
Orange CT. 06477

CARD LIST PROOF

HUBBELL INCORPORATED
Certificate Amending or Restating Certificate of Incorporation

EXHIBIT 1

RESOLVED, that Article Fourth, Paragraph A, of the Restated Certificate of Incorporation be amended to read in its entirety as follows:

"Fourth A. The total number of shares of the capital stock of this Corporation hereby authorized is 93,000,000 divided into 6,000,000 shares of Preferred Stock without par value, 29,000,000 shares of Class A Common Stock of the par value of $5.00 each, and 58,000,000 shares of Class B Common Stock of the par value of $5.00 each."

RESOLVED, that the last sentence of Article Fourth, Paragraph B, of the Restated Certificate of Incorporation be amended to read in its entirety as follows:

"In all other respects, whether as to dividends or upon liquidation, dissolution or winding up of the affairs of the corporation, or otherwise, the holders of record of the Class A Common Stock and the holders of record of the Class B Common Stock shall have identical rights and privileges on the basis of the number of shares held except that stock dividends may be declared and paid on shares of Class A Common Stock in whole or in part in shares of Class B Common Stock."

0508c

HUBBELL INCORPORATED
Certificate Amending or Restating Certificate of Incorporation

EXHIBIT 2

A. The proposal to amend the Company's Restated Certificate of Incorporation to increase the number of authorized shares of the Class A Common Stock of the Company to 29,000,000 shares has been approved with 108,510,548 affirmative votes, being the affirmative votes of the holders of a majority of the voting power of all outstanding eligible shares all voting as a single class with 4,635,401 negative votes; and 95,301,240 affirmative votes of the Class A Common Stock voting separately as a class (representing a majority of the Class A Common eligible votes) with 3,128,720 negative votes.

B. The proposal to amend the Company's Restated Certificate of Incorporation to increase the number of authorized shares of the Class B Common Stock of the Company to 58,000,000 shares has been approved with 110,492,867 affirmative votes, being the affirmative votes of the holders of a majority of the voting power of all outstanding eligible shares all voting as a single class with 2,580,564 negative votes; and 13,689,529 affirmative votes of the Class B Common Stock voting separately as a class (representing a majority of the Class B Common eligible votes) with 886,596 negative votes.

C. The proposal to amend the Company's Restated Certificate of Incorporation to permit the payment of stock dividends in shares of Class B Common Stock to holders of shares of Class A Common Stock has been approved with 101,127,711 affirmative votes, being the affirmative votes of the holders of a majority of the voting power of all outstanding eligible shares all voting as a single class with 4,799,610 negative votes; 88,373,900 affirmative votes of the Class A Common Stock voting separately as a class (representing a majority of the Class A Common eligible votes) and 3,796,400 negative votes; and 12,586,632 affirmative votes of the Class B Common Stock voting separately as a class (representing a majority of the Class B Common eligible votes) with 995,115 negative votes.

As of the March 13, 1987, record date for voting at the May 4, 1987 Annual Meeting of Shareholders, the total number of shares eligible to vote comprised of 25,831,753 outstanding shares with a combined total voting power of 148,570,841 votes; the Class A Common Stock comprised of 6,459,952 outstanding shares with a voting power (20 votes per share) of 129,199,040 votes; the Class B Common Stock comprised of 19,133,849 outstanding shares with a voting power (1 vote per share) of 19,133,849 votes, and the Series C $2.06 Cumulative Convertible Preferred Stock comprised of 237,952 outstanding shares with a voting power (1 vote per share) of 237,952 votes.

Hubbell Incorporated is a Connecticut Corporation having at least one hundred shareholders.

0509c

CERTIFICATE
AMENDING OR RESTATING CERTIFICATE OF INCORPORATION BY ACTION OF / / INCORPORATORS
61-38

/ / BOARD OF DIRECTORS
/x/ BOARD OF DIRECTORS AND SHAREHOLDERS (Stock Corporation)
/ / BOARD OF DIRECTORS AND MEMBERS (Nonstock Corporation)

STATE OF CONNECTICUT
SECRETARY OF THE STATE

1. NAME OF CORPORATION

Harvey Hubbell, Incorporated

DATE

May 9, 1986

2. THE CERTIFICATE OF INCORPORATION IS /x/ A. AMENDED ONLY / / B. AMENDED AND RESTATED / / C. RESTATED ONLY BY THE FOLLOWING RESOLUTION

RESOLVED, that Paragraph FIRST of the Company's Restated Certificate of Incorporation be amended to read in its entirety as follows:

"First. That the name of the corporation is Hubbell Incorporated."

3. (Omit if 2A is checked.)

(a) THE ABOVE RESOLUTION MERELY RESTATES AND DOES NOT CHANGE THE PROVISIONS OF THE ORIGINAL CERTIFICATE OF INCORPORATION AS SUPPLEMENTED AND AMENDED TO DATE, EXCEPT AS FOLLOWS: (Indicate amendments made, if any; if none, so indicate.)

(b) OTHER THAN AS INDICATED IN PAR. 3(A), THERE IS NO DISCREPANCY BETWEEN THE PROVISIONS OF THE ORIGINAL CERTIFICATE OF INCORPORATION AS SUPPLEMENTED TO DATE, AND THE PROVISIONS OF THIS CERTIFICATE RESTATING THE CERTIFICATE OF INCORPORATION.

BY ACTION OF INCORPORATORS

/ / 4. THE ABOVE RESOLUTION WAS ADOPTED BY VOTE OF AT LEAST TWO-THIRDS OF THE INCORPORATORS BEFORE THE ORGANIZATION MEETING OF THE CORPORATION, AND APPROVED IN WRITING BY ALL SUBSCRIBERS (if any) FOR SHARES OF THE CORPORATION, (or if nonstock corporation, by all applicants for membership entitled to vote, if any.)

WE (at least two-thirds of the incorporators) HEREBY DECLARE, UNDER THE PENALTIES OF FALSE STATEMENT THAT THE STATEMENTS MADE IN THE FOREGOING CERTIFICATE ARE TRUE.

SIGNED SIGNED SIGNED

APPROVED

(All subscribers, or, if nonstock corporation, all applicants for membership entitled to vote, if none, so indicate.)

SIGNED SIGNED SIGNED

(Continued)

/ / 4. (Omit if 2.C is checked.) The above resolution was adopted by the board of directors acting alone,
/ / there being no shareholders or subscribers. / / the board of directors being so authorized pursuant to Section 33-341, Conn. G.S. as amended
/ / the corporation being a nonstock corporation and having no members and no applicants for membership entitled to vote on such resolution.

5. The number of affirmative votes required to adopt such resolution is:

6. The number of directors' votes in favor of the resolution was:

WE HEREBY DECLARE, UNDER THE PENALTIES OF FALSE STATEMENT THAT THE STATEMENTS MADE IN THE FOREGOING CERTIFICATE ARE TRUE.

NAME OF PRESIDENT OR VICE PRESIDENT (Print or Type)

NAME OF SECRETARY OR ASSISTANT SECRETARY (Print or Type)

SIGNED (President or Vice President)

SIGNED (Secretary or Assistant Secretary)

/X/ 4. THE ABOVE RESOLUTION WAS ADOPTED BY THE BOARD OF DIRECTORS AND BY SHAREHOLDERS.
5. VOTE OF SHAREHOLDERS:
(a) (Use if no shares are required to be voted as a class)

| NUMBER OF SHARES ENTITLED TO VOTE | TOTAL VOTING POWER | VOTING REQUIRED FOR ADOPTION | VOTE FAVORING ADOPTION |
|---|---|---|---|
| 25,203,072 | 147,564,706 | 73,782,354 | 121,720,850 |

(b) (If the shares of any class are entitled to vote as a class, indicate the designation and number of outstanding shares of each such class, the voting power thereof, and the vote of each such class for the amendment resolution.)

WE HEREBY DECLARE, UNDER THE PENALTIES OF FALSE STATEMENT THAT THE STATEMENTS MADE IN THE FOREGOING CERTIFICATE ARE TRUE.

NAME OF VICE PRESIDENT (Print or type)
George Jackson Ratcliffe, Jr.

NAME OF SECRETARY (Print or Type)
Richard W. Davies

SIGNED (President or Vice President)
/s/ GEORGE JACKSON RATCLIFFE, JR.

SIGNED (Secretary or Assistant Secretary)
/s/ RICHARD W. DAVIES

/ / 4. THE ABOVE RESOLUTION WAS ADOPTED BY THE BOARD OF DIRECTORS AND BY MEMBERS.
5. VOTE OF MEMBERS:
(a) (Use if no members are required to be voted as a class)

| NUMBER OF MEMBERS VOTING | TOTAL VOTING POWER | VOTE REQUIRED FOR ADOPTION | VOTE FAVORING ADOPTION |
|---|---|---|---|

(b) (If the members of any class are entitled to vote as a class, indicate the designation and number of members of each such class, the voting power thereof, and the vote of each such class for the amendment resolution.)

WE HEREBY DECLARE, UNDER THE PENALTIES OF FALSE STATEMENT THAT THE STATEMENTS MADE IN THE FOREGOING CERTIFICATE ARE TRUE.

NAME OF PRESIDENT OR VICE PRESIDENT (Print or type)

NAME OF SECRETARY OR ASSISTANT SECRETARY (Print or Type)

SIGNED (President or Vice President)

SIGNED (Secretary or Assistant Secretary)

| FILING FEE (EX 20) | CERTIFICATION FEE (EX 200) | TOTAL FEE |
|---|---|---|
| $ 30 | $ 70 | $ 320 |

SIGNED (For Secretary of the State)
Rec & 5g.s & 5CC

CERTIFIED COPY SENT ON (Date) INITIALS

TO

CARD LIST PROOF

CERTIFICATE
AMENDING OR RESTATING CERTIFICATE OF INCORPORATION BY ACTION OF / / INCORPORATORS
61-38

/ / BOARD OF DIRECTORS
/x/ BOARD OF DIRECTORS AND SHAREHOLDERS (Stock Corporation)
/ / BOARD OF DIRECTORS AND MEMBERS (Nonstock Corporation)

STATE OF CONNECTICUT
SECRETARY OF THE STATE

1. NAME OF CORPORATION — DATE

Harvey Hubbell, Incorporated — June 19, 1985

2. THE CERTIFICATE OF INCORPORATION IS /X/ A. AMENDED ONLY / / B. AMENDED AND RESTATED / / C. RESTATED ONLY BY THE FOLLOWING RESOLUTION

RESOLVED, that Article Fourth, Paragraph A, of the Restated Certificate of Incorporation be amended to read in its entirety as follows:

"Fourth A. The total number of shares of the capital stock of this Corporation hereby authorized is 42,000,000 divided into 6,000,000 shares of Preferred Stock without par value, 12,000,000 shares of Class A Common Stock of the par value of $5.00 each, and 24,000,000 shares of Class B Common Stock of the par value of $5.00 each."

3. (Omit if 2A is checked.)

(a) THE ABOVE RESOLUTION MERELY RESTATES AND DOES NOT CHANGE THE PROVISIONS OF THE ORIGINAL CERTIFICATE OF INCORPORATION AS SUPPLEMENTED AND AMENDED TO DATE, EXCEPT AS FOLLOWS: (Indicate amendments made, if any; if none, so indicate.)

(b) OTHER THAN AS INDICATED IN PAR. 3(A), THERE IS NO DISCREPANCY BETWEEN THE PROVISIONS OF THE ORIGINAL CERTIFICATE OF INCORPORATION AS SUPPLEMENTED TO DATE, AND THE PROVISIONS OF THIS CERTIFICATE RESTATING THE CERTIFICATE OF INCORPORATION.

BY ACTION OF INCORPORATORS

/ / 4. THE ABOVE RESOLUTION WAS ADOPTED BY VOTE OF AT LEAST TWO-THIRDS OF THE INCORPORATORS BEFORE THE ORGANIZATION MEETING OF THE CORPORATION, AND APPROVED IN WRITING BY ALL SUBSCRIBERS (if any) FOR SHARES OF THE CORPORATION, (or if nonstock corporation, by all applicants for membership entitled to vote, if any.)

WE (at least two-thirds of the incorporators) HEREBY DECLARE, UNDER THE PENALTIES OF FALSE STATEMENT THAT THE STATEMENTS MADE IN THE FOREGOING CERTIFICATE ARE TRUE.

SIGNED SIGNED SIGNED

APPROVED

(All subscribers, or, if nonstock corporation, all applicants for membership entitled to vote, if none, so indicate.)

SIGNED SIGNED SIGNED

(Over)

(Continued)

/ / 4. (Omit if 2.C is checked.) The above resolution was adopted by the board of directors acting alone,
/ / there being no shareholders or subscribers. / / the board of directors being so authorized pursuant to Section 33-341, Conn. G.S. as amended
/ / the corporation being a nonstock corporation and having no members and no applicants for membership entitled to vote on such resolution.

5. The number of affirmative votes required to adopt such resolution is:

6. The number of directors' votes in favor of the resolution was:

WE HEREBY DECLARE, UNDER THE PENALTIES OF FALSE STATEMENT THAT THE STATEMENTS MADE IN THE FOREGOING CERTIFICATE ARE TRUE.

NAME OF PRESIDENT OR VICE PRESIDENT (Print or Type)

NAME OF SECRETARY OR ASSISTANT SECRETARY (Print or Type)

SIGNED (President or Vice President)

SIGNED (Secretary or Assistant Secretary)

/X/ 4. THE ABOVE RESOLUTION WAS ADOPTED BY THE BOARD OF DIRECTORS AND BY SHAREHOLDERS.
5. VOTE OF SHAREHOLDERS:
(a) (Use if no shares are required to be voted as a class)

| NUMBER OF SHARES ENTITLED TO VOTE | TOTAL VOTING POWER | VOTE REQUIRED FOR ADOPTION | VOTE FAVORING ADOPTION |
|---|---|---|---|
| | | | |

(b) (If the shares of any class are entitled to vote as a class, indicate the designation and number of outstanding shares of each such class, the voting power thereof, and the vote of each such class for the amendment resolution.)

See Exhibit 1 incorporated herein by reference.

WE HEREBY DECLARE, UNDER THE PENALTIES OF FALSE STATEMENT THAT THE STATEMENTS MADE IN THE FOREGOING CERTIFICATE ARE TRUE.

NAME OF PRESIDENT (Print or type)
Frederick R. Dusto

NAME OF SECRETARY (Print or Type)
Richard W. Davies

SIGNED (President or Vice President)
/s/ FREDERICK R. DUSTO

SIGNED (Secretary or Assistant Secretary)
/s/ RICHARD W. DAVIES

/ / 4. THE ABOVE RESOLUTION WAS ADOPTED BY THE BOARD OF DIRECTORS AND BY MEMBERS.
5. VOTE OF MEMBERS:
(a) (Use if no members are required to vote as a class)

| NUMBER OF MEMBERS VOTING | TOTAL VOTING POWER | VOTE REQUIRED FOR ADOPTION | VOTE FAVORING ADOPTION |
|---|---|---|---|
| | | | |

(b) (If the members of any class are entitled to vote as a class, indicate the designation and number of members of each such class, the voting power thereof, and the vote of each such class for the amendment resolution.)

WE HEREBY DECLARE, UNDER THE PENALTIES OF FALSE STATEMENT THAT THE STATEMENTS MADE IN THE FOREGOING CERTIFICATE ARE TRUE.

NAME OF PRESIDENT OR VICE PRESIDENT (Print or type)

NAME OF SECRETARY OR ASSISTANT SECRETARY (Print or Type)

SIGNED (President or Vice President)

SIGNED (Secretary or Assistant Secretary)

| FILING FEE | CERTIFICATION FEE | TOTAL FEE |
|---|---|---|
| $ | $ | $ |

SIGNED (For Secretary of the State)

CERTIFIED COPY SENT ON (Date) INITIALS

TO

CARD LIST PROOF

EXHIBIT 1

A. The proposal to amend the Company's Restated Certificate of Incorporation to increase the number of authorized shares of the Class A Common Stock of the Company to 12,000,000 shares has been approved with 54,577,942 affirmative votes of the Class A Common Stock voting separately as a class (representing a majority of the Class A Common eligible votes) with 724,674 negative votes. As of the record date for voting on the proposal, the Class A Common Stock comprised of 3,232,918 outstanding shares with a voting power of 64,658,360 votes.

B. The proposal to amend the Company's Restated Certificate of Incorporation to increase the number of authorized shares of the Class B Common Stock of the Company to 24,000,000 shares has been approved with 5,444,022 affirmative votes of the Class B Common Stock voting separately as a class (representing a majority of the Class B common eligible votes) with 86,710 negative votes. As of the record date for voting on the proposal, the Class B Common Stock comprised of 8,617,988 outstanding shares with a voting power of 8,617,988 votes.

Harvey Hubbell, Incorporated is a Connecticut corporation having at least one hundred recordholders.

CERTIFICATE AMENDING CERTIFICATE OF INCORPORATION
of
HARVEY HUBBELL, INCORPORATED
by
Action of the Board of Directors Acting Alone
and
Action of the Board of Directors and the Shareholders

---

HARVEY HUBBELL, INCORPORATED, a corporation (the "Corporation") organized and existing under and by virtue of the laws of the State of Connecticut, does hereby certify as follows:

I. The name of the Corporation is HARVEY HUBBELL, INCORPORATED.

II. (a) The Corporation's certificate of incorporation, as restated, amended, and in effect (the "Certificate of Incorporation") immediately prior to the effectiveness of this Certificate is further amended by the resolution attached hereto, designated Exhibit A, and made an integral part hereof.

(b) The amendatory resolution referred to in Paragraph II(a) hereof and set forth in Exhibit A hereto was adopted by the Board of Directors of the Corporation acting alone pursuant to Article FOURTH D of the Certificate of Incorporation and Section 33-341 of the Connecticut Stock Corporation Act, as amended.

(c) The number of director votes required to adopt such amendatory resolution was 5, being a majority of both the number of incumbent directors and the number of subsisting directorships forming the Board of Directors of the Corporation.

(d) The number of director votes cast in favor of the adoption of such amendatory resolution was 9, thereby constituting the unanimous approval of the incumbent members of the Board of Directors.

III. (a) The Certificate of Incorporation is further amended by and in accordance with the following resolution of the Board of Directors and the shareholders of the Corporation:

"RESOLVED, that Paragraph FOURTH of the Certificate of Incorporation of the Company, as amended, be further amended by deleting the first paragraph thereof and substituting the following:

'FOURTH. A. The total number of shares of the capital stock of this Corporation hereby authorized is 24,000,000 divided into 6,000,000 shares of Preferred Stock without par value, 6,000,000 shares of Class A Common Stock of the par value of $5.00 each, and 12,000,000 shares of Class B Common Stock of the par value of $5.00 each.'"

(b) The amendatory resolution reproduced in Paragraph III(a) hereof was duly adopted by the Board of Directors and, as hereinafter set forth, by the shareholders of the Corporation.

(c) In accordance with Sections 33-360 and 33-361 of the Connecticut Stock Corporation Act, as amended, the following information sets forth the voting of shareholders of the Corporation in respect of such amendatory resolution:

(i) With respect to that part of the amendatory resolution reproduced in Paragraph III(a) hereof which increases the number of authorized shares of Preferred Stock to 6,000,000 shares, adoption of the amendatory resolution required the affirmative vote of the holders of two-thirds of the voting power of (A) the outstanding shares of the Corporation's Series A Preferred Stock, Class A Common Stock and Class B Common Stock voting as a single class, and (B) the outstanding shares of the Corporation's Series A Preferred Stock voting separately as a class. The Preferred Stock and the Class B Common Stock confer upon the holders thereof one vote for each share held. The Class A Common Stock confers upon the holders thereof 20 votes for each share held. That part of the amendatory resolution which increases the number of authorized shares of Preferred Stock was approved by 29,884,273 affirmative votes of the holders of Series A Preferred Stock, Class A Common Stock and Class B Common Stock, voting as a single class, and by 52,833 affirmative votes of the holders of Series A Preferred

Stock voting separately as a class. The following information sets forth in tabular form the shares entitled to vote in respect of, and the separate and combined class votes entitled to be cast upon, required for, and favoring, adoption of that part of the amendatory resolution increasing the authorized Preferred Stock.

| Class of Capital Stock | No. of Shares Entitled to Vote | Total Voting Power of Shares Entitled to Vote | Vote Required for Adoption | Vote Favoring Adoption |
|---|---|---|---|---|
| Series A Preferred Stock, Class A Common Stock & Class B Common Stock, Combined as a Single Class for Voting Purposes | 5,407,873 | 34,588,141 Votes | 23,058,761 Votes | 29,884,273 Votes |
| Series A Preferred Stock | 74,237 | 74,237 Votes | 49,492 Votes | 52,833 Votes |

(ii) With respect to that part of the amendatory resolution reproduced in Paragraph III(a) hereof which increases the number of authorized shares of Class A Common Stock to 6,000,000 shares, adoption of the resolution required the affirmative vote of the holders of two-thirds of the voting power of (A) the outstanding shares of the Corporation's Series A Preferred Stock, Class A Common Stock and Class B Common Stock voting as a single class, and (B) the

outstanding shares of the Corporation's Class A Common Stock voting separately as a class. That part of the amendatory resolution which increases the number of authorized shares of Class A Common Stock was approved by 30,260,861 affirmative votes of the holders of Series A Preferred Stock, Class A Common Stock and Class B Common Stock, voting as a single class, and 27,152,100 affirmative votes of the holders of Class A Common Stock voting separately as a class. The following information sets forth in tabular form the shares entitled to vote in respect of, and the separate and combined class votes entitled to be cast upon, required for, and favoring, adoption of that part of the amendatory resolution which increases the authorized Class A Common Stock.

| Class of Capital Stock | No. of Shares Entitled to Vote | Total Voting Power of Shares Entitled to Vote | Vote Required for Adoption | Vote Favoring Adoption |
|---|---|---|---|---|
| Series A Preferred Stock, Class A Common Stock & Class B Common Stock, Combined as a Single Class for Voting Purposes | 5,407,873 | 34,588,141 Votes | 23,058,761 Votes | 30,260,861 Votes |
| Class A Common Stock | 1,533,172 | 30,663,440 Votes | 20,442,293 Votes | 27,152,100 Votes |

(iii) With respect to that part of the amendatory resolution reproduced in Paragraph III(a) which increases the number of authorized shares of Class B Common Stock to 12,000,000 shares, adoption of the amendatory resolution required the affirmative vote of the holders of two-thirds of the voting power of (A) the outstanding shares of the Corporation's Series A Preferred Stock, Class A Common Stock and Class B Common Stock voting as a single class, and (B) the outstanding shares of the Corporation's Class B Common Stock voting separately as a class. That part of the amendatory resolution which increases the authorized Class B Common Stock was approved by 30,444,866 affirmative votes of the holders of Series A Preferred Stock, Class A Common Stock and Class B Common Stock voting as a single class, and by 3,219,461 affirmative votes of the holders of Class B Common Stock voting separately as a class. The following information sets forth in tabular form the shares entitled to vote in respect of, and the separate and combined class votes entitled to be cast upon, required for, and favoring, adoption of that part of the amendatory resolution increasing the authorized Class B Common Stock:

| Class of Capital Stock | No. of Shares Entitled to Vote | Total Voting Power of Shares Entitled to Vote | Vote Required for Adoption | Vote Favoring Adoption |
|---|---|---|---|---|
| Series A Preferred Stock, Class A Common Stock & Class B Common Stock, Combined as a Single Class for Voting Purposes | 5,407,873 | 34,588,141 Votes | 23,058,761 Votes | 30,444,866 Votes |
| Class B Common Stock | 3,850,464 | 3,850,464 Votes | 2,566,977 Votes | 3,219,461 Votes |

IN WITNESS WHEREOF, the undersigned officers of the Corporation do hereby declare and affirm, under the penalties of false statement, that the statements made in the foregoing Certificate Amending Certificate of Incorporation [etc.] are true.

EXECUTED at Orange, Connecticut, this 9th day of August, 1978.

HARVEY HUBBELL, INCORPORATED

By /s/ A. T. JOLDERSMA
---
A. T. Joldersma
Vice President

- and -

By /s/ G. J. RATCLIFFE
---
G. J. Ratcliffe
Secretary

EXHIBIT A

HARVEY HUBBELL, INCORPORATED

SERIES C $2.06 CUMULATIVE CONVERTIBLE PREFERRED STOCK

Rights and Preferences

Resolution Creating Series C Preferred Stock

RESOLVED that Paragraph Fourth of the Certificate of Incorporation of the corporatIon, as heretofore amended, is further amended by the addition of the following new Section G:

G. There is hereby established a third series of Preferred Stock designated as the "Series C $2.06 Cumulative Convertible Preferred Stock" (hereinafter called the "Series C Preferred Stock"), to which the following provisions shall be applicable:

(1) CERTAIN DEFINITIONS. The following terms shall have, for all purposes of this Section G, the meanings herein specified:

(a) Common Stock. The term "Common Stock" shall mean all shares now or hereafter authorized of the class or classes of common stock of the corporation presently authorized and any other shares into which such shares may hereafter be changed from time to time.

(b) Junior Stock. The term "Junior Stock" shall mean Common Stock and any other shares of the corporation, whether now or hereafter authorized, not entitled to receive any dividends until all dividends accrued shall have been paid or declared and a sum sufficient for the payment thereof set apart on the Series C Preferred Stock, and also not entitled to receive any assets upon the voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation until the Series C Preferred Stock shall have received the entire amount to which such shares are, entitled upon such liquidation, dissolution or winding up.

(c) Parity Stock. The term "Parity Stock" shall mean Preferred Stock and any other shares of the corporation, whether now or hereafter authorized, other than Junior Stock, not entitled to receive payment of any part of the dividends theretofore accrued but unpaid thereupon unless there shall be concurrently paid on the Series C Preferred Stock dividends representing the same proportion of the total dividends theretofore accrued but unpaid on the Series C Preferred Stock and also not entitled to receive any part of the assets upon the voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation unless the Series C Preferred Stock shall concurrently receive the same proportion of the entire amount to which the Series C Preferred Stock is entitled. Nothing herein contained shall preclude the Board of Directors from fixing dividend rates, voting rights, liquidating preferences and other rights and preferences permitted to be varied among series of Parity Stock by Section D hereof which are different for any series of Parity Stock from the dividend rates, voting rights, liquidating preferences and other rights and preferences applicable to the Series C Preferred Stock.

(d) Senior Stock. The term "Senior Stock" shall mean any shares of the corporation, whether now or hereafter authorized, other than Junior Stock or Parity Stock.

(2) DIVIDENDS. (a) General. The holders of Series C Preferred Stock, in preference to the holders of Junior Stock, shall be entitled in each year (subject to the provisions of subparagraph (2)(b) below) to receive, as and when declared by the Board of Directors out of any funds legally available for the purpose, cumulative cash dividends as follows:

(i) the initial dividend on the outstanding shares of Series C Preferred Stock issued by the corporation in connection with the acquisition of The Ohio Brass Company shall be payable on the first dividend payment date referred to in subparagraph (2)(a)(ii) below to occur at least 30 days after the date of such issuance and shall be payable from such date of issuance to such dividend payment date at the annual rate of $2.06 per share per year; and

(ii) subsequent dividends on outstanding shares of Series C Preferred Stock shall be payable quarterly on the 15th day of January, April, July, and October in each year at the same annual rate of $2.06 per share per year.

(b) Cumulative Status of Dividends. All dividends on the Series C Preferred Stock shall be cumulative and accrue from and after the date of issuance of such shares. Any arrearages in the payment of dividends shall not bear interest.

(c) Preferential Status of Dividends on Series C Preferred Stock. In no event, so long as any of the Series C Preferred Stock shall be outstanding, shall any dividend whatsoever, whether in cash, shares or otherwise, be declared or paid, nor shall any distribution be made, on any Junior Stock, nor shall any Junior Stock be purchased or redeemed by the corporation, nor shall any moneys be paid or made available for a sinking fund for the purpose of redemption of any Junior Stock, unless all accrued and unpaid dividends on all shares of Series C Preferred Stock then outstanding to the end of the dividend period next preceding such dividend, distribution, purchase, redemption or sinking fund payment (and for the current dividend period if such transaction is on a dividend payment date), shall have been paid or declared and a sum sufficient for the payment thereof set apart. The provisions of the preceding sentence shall not, however, apply to a dividend payable in Common Stock and no holder of Series C Preferred Stock shall be entitled to share therein, except to the extent provided in subparagraph 6(d) below. Any dividend paid upon shares of Parity Stock in an amount less than all dividends accrued and unpaid on all shares of Parity Stock then outstanding shall be paid ratably among all of the shares of each series or class of Parity Stock in proportion to the full amount of dividends accrued and unpaid on each such series or class. In no event so long as any of the Series C Preferred Stock shall be outstanding shall any Parity Stock be purchased or redeemed by the corporation nor shall any moneys be paid or made available for a sinking fund for the purpose of redemption of any Parity Stock, unless all accrued and unpaid dividends on all shares of Series C Preferred Stock then outstanding to the end of the dividend period for Series C Preferred Stock next preceding such purchase, redemption or sinking fund payment (and for the current dividend period if such transaction is on a dividend payment date for Series C Preferred Stock), shall have been paid or declared and a sum sufficient for the payment thereof set apart.

(3) DISTRIBUTIONS UPON LIQUIDATION, DISSOLUTION OR WINDING UP. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation, then, before any distribution or payment shall be made to the holders of Junior Stock, the holders of Series C Preferred Stock shall be entitled to be paid in full a sum of $25 per share, plus all accrued and unpaid dividends thereon to and including the date fixed for such distribution or payment, but the holders of Series C Preferred Stock shall be entitled to no further participation in any distribution or payment in connection with any such liquidation, dissolution or winding up. If such payment or payments shall have been made in full to the holders of the Series C Preferred Stock and if payment shall have been made in full to the holders of any Parity Stock of all amounts to which such holders shall be entitled, the remaining net assets and funds of the corporation shall be distributed among the holders of Junior Stock, according to their respective rights and preferences, and according to their respective shares. If, upon any voluntary or involuntary liquidation, dissolution or winding

up of the affairs of the corporation, the net assets of the corporation distributable among the holders of all outstanding shares of Series C Preferred Stock and of any Parity Stock shall be insufficient to permit the payment in full to such holders of the preferential amounts to which they are entitled, then the entire net assets of the corporation remaining after the distribution to holders of any Senior Stock to which they may be entitled shall be distributed among the holders of the Series C Preferred Stock and of any Parity Stock ratably in proportion to the full amounts to which they would otherwise be respectively entitled. Neither the consolidation or merger of the corporation into or with another corporation or corporations, nor the sale of all or substantially all of the corporation's assets, nor the distribution to the shareholders of the corporation of all or substantially all of the consideration for such sale, unless such consideration (apart from assumption of liabilities) or the net proceeds thereof consists substantially entirely of cash or its equivalent, shall be deemed a liquidation, dissolution or winding up of the affairs of the corporation within the meaning of this Section G.

(4) REDEMPTIONS. (a) Optional Redemption. The Series C Preferred Stock may be redeemed, in whole or in part, at the option of the corporation, by vote of its Board of Directors, at any time or from time to time after ten years from the date of original issuance of the Series C Preferred Stock by payment of:

If Redeemed During the 12 Month Period Commencing on the:

| | |
|---|---|
| Tenth anniversary date of the original issuance of the Series C Preferred Stock ..... | $26.00 |
| Eleventh anniversary date of the original issuance of the Series C Preferred Stock ..... | 25.90 |
| Twelfth anniversary date of the original issuance of the Series C Preferred Stock ..... | 25.80 |
| Thirteenth anniversary date of the original issuance of the Series C Preferred Stock ..... | 25.70 |
| Fourteenth anniversary date of the original issuance of the Series C Preferred Stock ..... | 25.60 |
| Fifteenth anniversary date of the original issuance of the Series C Preferred Stock ..... | 25.50 |
| Sixteenth anniversary date of the original issuance of the Series C Preferred Stock ..... | 25.40 |
| Seventeenth anniversary date of the original issuance of the Series C Preferred Stock ..... | 25.30 |
| Eighteenth anniversary date of the original issuance of the Series C Preferred Stock ..... | 25.20 |
| Nineteenth anniversary date of the original issuance of the Series C Preferred Stock ..... | 25.10 |

and if redeemed on or after the twentieth anniversary date of the original issuance of the Series C Preferred Stock, $25.00 per share, plus, in each case, all accrued and unpaid dividends thereon to and including the date fixed for such redemption. If less than all the outstanding shares of Series C Preferred Stock are to be redeemed, the number of shares to be redeemed and the method of effecting such redemption, whether by lot or pro rata or other equitable method, shall be determined by the Board of Directors in its discretion, subject to the requirements of any national securities exchange on which such shares shall at any time be listed.

(b) Purchases. Subject to any applicable provision of law, the corporation shall have the right of purchase or otherwise reacquire any shares of Series C Preferred Stock at public or private sale or otherwise, except that no purchase of any Series C Preferred Stock shall be made unless full cumulative dividends on all Series C Preferred Stock then outstanding which are not to be purchased, to the end

of the dividend period next preceding such purchase (and for the current dividend period if such purchase is on a dividend payment date), shall have been paid or declared and a sum sufficient for the payment thereof set apart.

(c) Sinking Fund. As and for a sinking fund for the redemption of the Series C Preferred Stock, the corporation shall on the first day of the month next succeeding the fifth anniversary of the date of original issuance of the Series C Preferred Stock and on each first day of such month thereafter so long as any shares of Series C Preferred Stock remain outstanding, set aside an amount sufficient for the redemption of, and shall redeem, a number of shares of Series C Preferred Stock equal to the greater of (i) 5% of the original number of shares of Series C Preferred Stock issued by the corporation or (ii) 5% of the number of shares of Series C Preferred Stock as may be outstanding 60 days prior to the date fixed for redemption. The redemption price of shares of Series C Preferred Stock redeemed pursuant to the aforesaid sinking fund shall be $25 per share, plus all accrued and unpaid dividends thereon to and including the date fixed for redemption. The price at which any shares of Series C Preferred Stock may be redeemed pursuant to subparagraphs (4)(a) or (4)(c) hereof plus, in each case, all accrued and unpaid dividends thereon to and including the date fixed for redemption is hereinafter called the "Redemption Price". The corporation may, at its option, apply toward its sinking fund obligation any shares of Series C Preferred Stock purchased or otherwise acquired by the corporation or redeemed by the corporation pursuant to subparagraph (4)(a) above which have not previously been credited toward a sinking fund obligation. The obligation of the corporation to redeem shares of Series C Preferred Stock pursuant to this subparagraph (4)(c) shall be cumulative. The method of effecting redemptions pursuant to this subparagraph (4)(c), whether by lot or pro rata or other equitable method, shall be determined by the Board of Directors in its discretion, subject to the requirements of any national securities exchange on which such shares shall at any time be listed.

(d) Notice of Redemption. Notice of every redemption of Series C Preferred Stock, whether pursuant to subparagraphs (4)(a) or (4)(c) above, shall be mailed by or on behalf of the corporation, by first class mail, postage prepaid, addressed to the holders of record of the shares to be redeemed at their respective addresses as they shall appear on the records of the corporation, not less than twenty-five days nor more than ninety days prior to the date fixed for redemption, such notice to contain a statement of or reference to the conversion right set forth in paragraph (6) below, to state the name and address of any Agent for redemption selected by the corporation in accordance with subparagraph (4)(e) below, and to set forth the date as of which such conversion right expires.

(e) Agent for Redemption. The corporation may appoint as its Agent to redeem the Series C Preferred Stock so to be called for redemption a bank or trust company in good standing, organized under the laws of the United States of America or of the States of Connecticut or New York. Following such appointment, the corporation may deliver to such Agent irrevocable written instructions authorizing such Agent, on behalf and at the expense of the corporation to cause notice of redemption to be duly mailed as herein provided as soon as practicable after receipt of such irrevocable instructions, and in accordance with the above provisions.

(f) Deposit of Funds for Redemption. If such Agent shall be so appointed, all funds necessary for the redemption shall be deposited in trust not more than ninety days before the date fixed for redemption with the bank or trust company so designated, for the pro rata benefit of the holders of the shares so called for redemption, so as to be and continue to be available therefor. If notice of redemption shall have been given as hereinabove provided, then from and after the date of such deposit, or if no such deposit is made, then upon such date fixed for redemption (unless the corporation shall default in making payment of the applicable redemption price), all rights of holders of Series C Preferred Stock with respect to the shares so called for redemption shall cease and terminate, except:

(i) the right of the holders of such shares upon surrender of certificates therefor, to receive the applicable Redemption Price thereof, but without interest; or

(ii) the right to exercise, at or before the close of business on the business day preceding the date fixed for redemption, all privileges of conversion,

and upon such conversion such shares shall no longer be outstanding. Such deposit in trust shall be irrevocable except that any moneys so deposited by the corporation which shall not be required for the redemption because of the exercise of any such right of conversion subsequent to the date of deposit shall be repaid to the corporation forthwith, and except that any balance of moneys so deposited by the corporation and unclaimed by the holders of Series C Preferred Stock entitled thereto at the expiration of six years from the date fixed for redemption shall be repaid to the corporation upon its request therefor expressed in a resolution of its Board of Directors, and after any such repayment the holders of the shares so called for redemption shall look only to the corporation for payment of the Redemption Price thereof.

(g) Cancellation of Redeemed or Purchased Series C Preferred Stock. Shares of Series C Preferred Stock redeemed pursuant to subparagraphs (4)(a) and (4)(c) hereof and Series C Preferred Stock purchased pursuant to subparagraph (4)(b) hereof and applied to the reduction of any sinking fund obligation pursuant to subparagraph (4)(c) shall be cancelled in the manner provided by the laws of the State of Connecticut. Shares of Series C Preferred Stock purchased pursuant to subparagraph (4)(b) shall be held as treasury shares until such shares are applied to the reduction of any sinking fund obligation pursuant to subparagraph (4)(c) or are cancelled or retired by action of the Board of Directors.

(5) VOTING RIGHTS. In addition to any other voting rights provided in this Certificate of Incorporation or by law, every holder of Series C Preferred Stock shall be entitled at every meeting of shareholders to one vote for each share of Series C Preferred Stock standing in the name of such holder on the record of shareholders and, except as to matters which under applicable law require the vote of the Series C Preferred Stock as a class, shall vote with the holders of Junior Stock as a single class and, if so provided in any Senior Stock, with the holders of Senior Stock as a single class. If at any time there shall be accrued but unpaid dividends on the Series C Preferred Stock in an amount equivalent to six (6) full quarterly dividends on all shares of Series C Preferred Stock at the time outstanding, the holders of Series C Preferred Stock shall have the right, voting as a separate class, to elect in the aggregate two (2) members of the Board of Directors of the corporation; provided, however, that if all accrued and unpaid dividends shall have been paid on such shares, such right shall cease on the date of such payment but the term of office of the directors elected pursuant to this paragraph (5) shall continue until the annual meeting of shareholders next following such date of payment.

(6) CONVERSION INTO COMMON STOCK. (a) General. The Series C Preferred Stock shall be convertible, at the office of any transfer agent for the Class B Common Stock, into Class B Common Stock of the corporation on the basis (subject to adjustment as hereinafter provided) of 0.672 shares of Class B Common Stock of the corporation for each share of Series C Preferred Stock so converted, which basis, subject to adjustment as hereinafter provided, is hereinafter sometimes called the "Conversion Rate". The corporation shall make no payment or adjustment on account of any dividends accrued on the Series C Preferred Stock surrendered for conversion. In case of the call for redemption of any shares of Series C Preferred Stock, such right of conversion shall cease and terminate, as to the shares designated for redemption, at the close of business on the business day preceding the date fixed for redemption unless default shall be made in the payment of the Redemption Price thereon.

(b) Effecting of Conversion. Before any holder of Series C Preferred Stock shall be entitled to convert the same into Class B Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed if required by the corporation, at the office of any transfer agent for the

Class B Common Stock, shall give written notice to the corporation at said office that such holder elects to convert the same and shall state in writing therein the name or names and the denominations in which such holder wishes the certificate or certificates for the Class B Common Stock to be issued. The corporation will, as soon as practicable thereafter, cause to be issued and delivered to such holder, or such holder's designee or designees, a certificate or certificates for the number of shares of Class B Common Stock to which he shall be entitled as aforesaid, together with a certificate or certificates representing any shares of Series C Preferred Stock which are not to be converted but which shall have constituted part of the Series C Preferred Stock represented by the certificate or certificates so surrendered. No fractional share of Class B Common Stock shall be issued on conversion. A holder of Series C Preferred Stock who would otherwise be entitled to receive such a fractional share shall, in lieu thereof, receive cash equal to the same fraction of the mean between the highest and lowest per share price of the Class B Common Stock on the American Stock Exchange (or if the shares of Class B Common Stock are not listed or admitted to trading on the American Stock Exchange, on the principal national securities exchange on which such shares are traded as determined by the corporation) on the Conversion Date (as hereinafter defined) or in the absence of any sale of such stock on such exchange on the Conversion Date, the mean between such prices quoted on such exchange on the next preceding day on which there shall have been such a sale, or, if such shares are not listed or admitted to trading on any national securities exchange, the mean between the bid and asked prices per share of such Class B Common Stock in the over-the-counter market as reported on the NASDAQ system of the National Association of Securities Dealers at the close of business on the Conversion Date or such next preceding day, or, if such shares are not so quoted, the mean between the average bid and asked prices per share of Class B Stock in the over-the-counter market at the close of business on the Conversion Date as furnished by any member of the National Association of Securities Dealers selected from time to time by the corporation. Such conversion shall be deemed to have been made as of the close of business on the date of the due surrender of the Series C Preferred Stock to be converted (the close of business on such date being herein sometimes called the "Conversion Date"), so that the rights of the holder of such Series C Preferred Stock shall, to the extent of such conversion, cease at such time and the person or persons entitled to receive shares of Class B Common Stock upon conversion of such Series C Preferred Stock shall be treated for all purposes as having become the record holder or holders of such Class B Common Stock at such time, and such conversion shall be at the Conversion Rate in effect at such time.

(c) Retirement of Converted Series C Preferred Stock. Series C Preferred Stock converted pursuant to this paragraph (6) shall be retired in the manner provided by the laws of the State of Connecticut.

(d) Effect on Conversion Rate of Subdivisions and Combinations of Shares and Share Dividends and Distributions. In the event that, while any Series C Preferred Stock shall remain outstanding, the corporation shall at any time subdivide or combine the outstanding Class B Common Stock or issue additional Class B Common Stock as a dividend or other distribution on the Class B Common Stock of the corporation, the Conversion Rate in effect immediately prior to such subdivision or combination of shares or share dividend or distribution shall be proportionately adjusted so that, with respect to each such subdivision of shares or share dividend or distribution, the number of shares of Class B Common Stock deliverable upon conversion of each of the outstanding shares of the Series C Preferred Stock shall be increased in proportion to the increase in the number of shares of the then outstanding Class B Common Stock resulting from such subdivision of shares or share dividend or distribution, and with respect to each such combination of shares, the number of shares of Class B Common Stock deliverable upon conversion of each of the shares of Series C Preferred Stock shall be decreased in proportion to the decrease in the number of shares of the then outstanding Class B Common Stock resulting from such combination of shares. Any such adjustment in the Conversion Rate shall become effective, in the case of any such subdivision or combination of shares, at the close of business on the effective date thereof, and, in the case of any such share dividend or distribution, at the close of

business on the record date fixed for the determination of shareholders entitled thereto or on the first business day during which the share transfer books of the corporation shall be closed for the purpose of such determination, as the case may be. Whenever the Conversion Rate shall be adjusted pursuant to this paragraph (6)(d), the corporation shall promptly file with each transfer agent for the Common Stock a notice of the Conversion Rate, as adjusted.

(e) Effect on Conversion Rate of Certain Share Dividends and Distributions. In the event that, while any Series C Preferred Stock shall remain outstanding, the corporation shall distribute to all holders of Class B Common Stock assets (excluding dividends or distributions payable out of retained earnings or earned surplus or payable in shares of Class B Common Stock), the Conversion Rate in effect immediately prior to the record date mentioned below shall be adjusted by multiplying the number of shares of Class B Common Stock into which each share of Series C Preferred Stock was theretofore convertible by a fraction, of which the numerator shall be the current market price per share of Class B Common Stock (as determined pursuant to subparagraph (6)(h) below) on the date of such distribution, and of which the denominator shall be such market price per share of Class B Common Stock less the then fair market value (as determined by the Board of Directors, whose determination should be conclusive) of the portion of the assets so distributed applicable to one share of Class B Common Stock, such adjustment to become effective immediately after the opening of business on either the business day following the record date for the determination shareholders entitled thereto or the first business day during which the share transfer books of the corporation shall be closed for the purpose of such determination, as the case may be. For purposes of this subparagraph (6)(e) retained earnings or earned surplus shall be computed by adding thereto all charges against retained earnings or earned surplus on account of dividends or distributions of shares of Class B Common Stock in respect of which the Conversion Rate has been adjusted or in respect of which the Conversion Rate would have been adjusted but for the provisions of subparagraph (6)(i), all as determined by the independent public accountants then regularly auditing the accounts of the corporation, whose determination shall be conclusive.

(f) Effect on Conversion Rate of Subscription Offerings. In the event that, while any shares of Series C Preferred Stock shall be outstanding, the corporation shall issue rights or warrants to the holders of its Class B Common Stock as a class entitling them to subscribe for or purchase shares of Class B Common Stock or securities convertible into or exchangeable for shares of Class B Common Stock, the corporation shall, concurrently therewith, issue to each then record holder of shares of Series C Preferred Stock the full amount of such rights or warrants, to which such holder would have been entitled if, on the date of determination of shareholders entitled to the rights or warrants being issued by the corporation, such holder had been the holder of record of the maximum whole number of shares of Class B Common Stock into which the shares of Series C Preferred Stock of such holder could then have been converted.

(g) Issuance of Class B Common Stock for Property or Services. No adjustment in the Conversion Rate shall be made by reason of the issuance of shares of Class B Common Stock or any security convertible into shares of Class B Common Stock in exchange for property or services.

(h) Determination of Current Market Price Per Share. For purposes of subparagraph (6)(e) above, the current market price per share of Class B Common Stock on any day shall be deemed to be the average of the daily closing prices per share of such Class B Common Stock for the ten business days commencing 15 business days prior to the date in question. The closing price per share of Class B Common Stock for each day shall be the last reported sales price or, in case no such reported sale takes place on such day, the average of the reported closing bid and asked prices, in either case on the American Stock Exchange, or, if the shares of such Class B Common Stock are not listed or admitted to trading on such Exchange, on the principal national securities exchange on which the shares of Class B Common Stock are listed or admitted to trading as determined by the corporation, which determination shall be conclusive, or, if such shares are not listed or admitted to trading on

any national securities exchange, the mean between the bid and asked prices per share of Class B Common Stock in the over-the-counter market as reported on the NASDAQ system of the National Association of Securities Dealers at the close of business on the day in question, or if such shares are not so quoted, the mean between the average bid and asked prices per share of Class B Common Stock in the over-the-counter market at the close of business on the day in question as furnished by any member of the National Association of Securities Dealers selected from time to time by the corporation for the purpose.

(i) De Minimus Adjustments. No adjustment in the Conversion Rate shall be required unless such adjustment would require an increase or decrease of at least one-half of one percent in such rate; provided, however, that any adjustments which by reason of this subparagraph (6)(i) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this paragraph (6) shall be made to the nearest one-thousandth (1/1,000) of a share or to the nearest one-tenth of a cent, as the case may be.

(j) Reorganization, Reclassification, Consolidation, Merger or Sale of Assets. In case of any capital reorganization or any reclassification of the capital stock of the corporation, or in case of the consolidation or merger of the corporation with or into another corporation (including, without limitation, the merger of another corporation into the corporation) or the conveyance of all or substantially all of the assets of the corporation (otherwise than for a consideration which, apart from assumption of liabilities, consists substantially entirely of cash), each outstanding share of Series C Preferred Stock (or share or other securities received in lieu thereof in the transaction in question) shall thereafter be convertible or shall be converted if so provided in the plan of reorganization approved by the shareholders, into the number of shares or other securities or property to which a holder of the number of shares of Class B Common Stock of the corporation deliverable upon conversion of such Series C Preferred Stock would have been entitled upon such reorganization, reclassification, consolidation, merger or conveyance; and, in any such case, appropriate adjustment (as determined by the Board of Directors) shall be made in the application of the provisions herein set forth with respect to the rights and interests thereafter of the holders of Series C Preferred Stock (or shares or other securities received in lieu thereof in the transaction in question), to the end that the provisions set forth herein (including provisions with respect to changes in and other adjustments of the Conversion Rate) shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares or other securities or property thereafter deliverable upon the conversion of shares of Series C Preferred Stock (or shares or other securities received in lieu thereof in the transaction in question).

(k) Reservation of Class B Common Stock. The corporation shall at all times reserve and keep available out of its authorized Class B Common Stock, for the purpose of issue upon conversion of shares of Series C Preferred Stock as herein provided, such number of shares of Class B Common Stock as shall then be issuable upon the conversion of all outstanding Series C Preferred Stock. All shares of Class B Common Stock which shall be so issuable shall, when so issued upon any such conversion, be duly and validly issued and fully paid and nonassessable.

(l) Payment of Taxes. The issuance of certificates for shares of Class B Common Stock upon conversion of Series C Preferred Stock shall be made without charge to a converting shareholder for any issuance or transfer tax in respect of the issuance of such certificates, and such certificates shall be issued in the name of, or in such name or names as may be directed by, such holder, provided, however, that the corporation shall not be required to pay any transfer tax which may be payable in respect of any transfer involved in the issuance and delivery of any such certificate in a name or names other than that of the holder of the Series C Preferred Stock converted, and the corporation shall not be required to issue or deliver such certificates unless and until the person requesting the issuance thereof shall have paid to the corporation the amount of such tax or shall have established to the satisfaction of the corporation that such tax has been paid or is not payable.

(7) EXCLUSION OF OTHER RIGHTS. Unless otherwise required by law, the holders of Series C Preferred Stock shall not have any relative rights or preferences or other special rights other than those specifically set forth herein or otherwise in the Certificate of Incorporation of the corporation, as amended.

(8) HEADINGS OF SUBDIVISIONS. The headings of the various subdivisions hereof are for the convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION

of

HARVEY HUBBELL, INCORPORATED

By Action of Board of Directors

(A Connecticut Stock Corporation )

1. The name of the corporation is Harvey Hubbell, Incorporated.

2. The Certificate of Incorporation is amended by the following resolution of the Board of Directors acting alone:

"RESOLVED that Paragraph FOURTH of the Certificate of Incorporation of the corporation, as heretofore amended, is further amended by the addition of the following new Section F:

F. There is hereby established a second series of Preferred Stock consisting of 385,537 shares and designated as the 'Series B $1.75 Cumulative Convertible Preferred Stock' (hereinafter called the 'Series B Preferred Stock'), to which the following provisions shall be applicable:

(1) CERTAIN DEFINITIONS. The following terms shall have, for all purposes of this Section F, the meanings herein specified:

(a) Common Stock. The term 'Common Stock' shall mean all shares now or hereafter authorized of the classes of common stock of the corporation presently authorized and any other shares into which such shares may hereafter be changed from time to time.

(b) Junior Stock. The term 'Junior Stock' shall mean Common Stock and any other shares of the corporation, whether now or hereafter authorized, not entitled to receive any dividends until all dividends accrued shall have been paid or declared and a sum sufficient for the payment thereof set apart on the Series B Preferred Stock, and also not entitled to receive any assets upon the voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation until the Series B Preferred Stock shall have received the entire amount to which such shares are entitled upon such liquidation, dissolution or winding up.

(c) Parity Stock. The term 'Parity Stock' shall mean Preferred Stock and any other shares of the corporation, whether now or hereafter authorized, other than Junior Stock, not entitled to receive payment of any part of the dividends theretofore accrued but unpaid thereon unless there shall be concurrently paid on the Series B Preferred Stock dividends representing the same proportion of the total dividends theretofore accrued but unpaid on the Series B Preferred Stock, and also not entitled to receive any part of the assets upon the voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation unless the Series B Preferred Stock shall concurrently receive the same proportion of the entire amount to which the Series B Preferred Stock is entitled. Nothing herein contained shall preclude the Board of Directors from fixing dividend rates, voting rights and liquidating preferences which are different in amount for any series of Parity Stock from the dividend rates, voting rights and liquidation preferences applicable to the Series B Preferred Stock.

(d) Senior Stock. The term 'Senior Stock' shall mean any shares of the corporation, whether now or hereafter authorized, other than Junior Stock or Parity Stock.

(2) Dividends. (a) General. The holders of Series B Preferred Stock, in preference to the holders of Junior Stock, shall be entitled in each year (subject to the provisions of subparagraph (2)(b)

below) to receive, as and when declared by the Board of Directors out of any funds legally available for the purpose, cumulative cash dividends at the annual rate of $1.75 per share, and not more, payable quarter-annually on the fifteenth day of January, April, July and October in each year, commencing on the first such date on or after the date of issuance of such shares.

(b) Cumulative Status of Dividends. All dividends on the Series B Preferred Stock shall be cumulative and the first dividend payment following the date of issuance of such shares shall be in the full quarterly amount. Any arrearages in the payment of dividends shall not bear interest.

(c) Preferential Status of Dividends on Series B Preferred Stock. In no event, so long as any of the Series B Preferred Stock shall be outstanding, shall any dividend whatsoever, whether in cash, shares or otherwise, be declared or paid, nor shall any distribution be made, on any Junior Stock, nor shall any Junior Stock be purchased or redeemed by the corporation, nor shall any moneys be paid or made available for a sinking fund for the purpose of redemption of any Junior Stock, unless all accrued and unpaid dividends on all shares of Series B Preferred Stock then outstanding, to the end of the dividend period for Series B Preferred Stock next preceding such dividend, distribution, purchase, redemption or sinking fund payment (and for the current dividend period if such transaction is on a dividend payment date), shall have been paid or declared and a sum sufficient for the payment thereof set apart. The provisions of the preceding sentence shall not, however, apply to a dividend payable in Common Stock and no holder of Series B Preferred Stock shall be entitled to share therein, except to the extent provided in subparagraphs 6(d) and 6(e) below. Any dividend paid upon shares of Parity Stock in an amount less than all dividends accrued and unpaid on all shares of Parity Stock then outstanding shall be paid ratably among all of the shares of each series or class of Parity Stock in proportion to the full amount of dividends accrued and unpaid on each such series or class. In no event so long as any of the Series B Preferred Stock shall be outstanding shall any Parity Stock be purchased or redeemed by the corporation, nor shall any moneys be paid or made available for a sinking fund for the purpose of redemption of any Parity Stock, unless all accrued and unpaid dividends on all shares of Series B Preferred Stock then outstanding to the end of the dividend period for Series B Preferred Stock next preceding such purchase, redemption or sinking fund payment (and for the current dividend period if such transaction is on a dividend payment date for Series B Preferred Stock), shall have been paid or declared and a sum sufficient for the payment thereof set apart.

(3) DISTRIBUTIONS UPON LIQUIDATION, DISSOLUTION OR WINDING UP. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation, then, before any distribution or payment shall be made to the holders of Junior Stock, the holders of Series B Preferred Stock shall be entitled to be paid in full a sum of $36.00 per share, plus all accrued and unpaid dividends thereon to and including the date fixed for such distribution or payment, but the holders of Series B Preferred Stock shall be entitled to no further participation in any distribution or payment in connection with any such liquidation, dissolution or winding up. If such payment or payments shall have been made in full to the holders of the Series B Preferred Stock and if payment shall have been made in full to the holders of any Parity Stock of all amounts to which such holders shall be entitled, the remaining net assets and funds of the corporation shall be distributed among the holders of Junior Stock, according to their respective rights and preferences, and according to their respective shares. If, upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation, the net assets of the corporation distributable among the holders of all outstanding shares of Series B Preferred Stock and of any Parity Stock shall be insufficient to permit the payment in full to such holders of the preferential amounts to which they are entitled, then the entire net assets of the corporation, remaining after the distribution to holders of any Senior Stock to which they may be entitled, shall be distributed among the holders of the Series B Preferred Stock and of any Parity Stock ratably in proportion to the full amounts to which they would otherwise be respectively entitled. Neither the consolidation or merger of the corporation into or with another corporation or corporations, nor the sale of all or substantially all of the corporation's assets, nor the distribution to the shareholders of the corporation of all or substantially all of the consideration for

such sale, unless such consideration (apart from assumption of liabilities) or the net proceeds thereof consists substantially entirely of cash or its equivalent, shall be deemed a liquidation, dissolution or winding up of the affairs of the corporation within the meaning of this Section F.

(4) REDEMPTION. (a) General. The Series B Preferred Stock may be redeemed, in whole or in part, at the option of the corporation, by vote of its Board of Directors, at any time or from time to time after seven years from the date of the initial issuance of any shares of Series B Preferred Stock by payment of $45.00 per share, plus all accrued and unpaid dividends thereon to and including the date fixed for such redemption (the total sum so payable on any such redemption being hereinafter called the 'Redemption Price'). If less than all the outstanding shares of Series B Preferred Stock are to be redeemed, the number of shares to be redeemed and the method of effecting such redemption, whether by lot or pro rata or other equitable method, shall be determined by the Board of Directors in its discretion. Subject to any applicable provision of law, the corporation shall have the right to purchase or otherwise reacquire any shares of Series B Preferred Stock at public or private sale or otherwise, except that no purchase of any Series B Preferred Stock shall be made unless full cumulative dividends on all Series B Preferred Stock then outstanding which are not to be purchased, to the end of the dividend period next preceding such purchase (and for the current dividend period if such purchase is on a dividend payment date), shall have been paid or declared and a sum sufficient for the payment thereof set apart.

(b) Notice of Redemption. Notice of every redemption of Series B Preferred Stock shall be mailed by or on behalf of the corporation, by first class registered or certified mail, postage prepaid, addressed to the holders of record of the shares to be redeemed at their respective addresses as they shall appear on the records of the corporation, not less than forty days nor more than ninety days prior to the date fixed for redemption, such notice to contain a statement of or reference to the conversion right set forth in paragraph (6) below, to state the name and address of any Agent for redemption selected by the corporation in accordance with subparagraph (4)(c) below, and the date as of which such conversion right expires.

(c) Agent for Redemption. The corporation may appoint as its Agent to redeem the Series B Preferred Stock so to be called for redemption a bank or trust company in good standing, organized under the laws of the United States of America or of the States of Connecticut or New York. Following such appointment, the corporation may deliver to such Agent irrevocable written instructions authorizing such Agent, on behalf and at the expense of the corporation, to cause notice of redemption to be duly mailed as herein provided as soon as practicable after receipt of such irrevocable instructions, and in accordance with the above provisions.

(d) Deposits of Funds for Redemption. If such Agent shall be so appointed, all funds necessary for the redemption shall be deposited in trust in New York or Connecticut funds not more than ninety days before the date fixed for redemption with the bank or trust company so designated, for the pro rata benefit of the holders of the shares so called for redemption, so as to be and continue to be available therefor. If notice of redemption shall have been given as hereinabove provided, then from and after the date of such deposit, or if no such deposit is made, then upon such date fixed for redemption (unless the corporation shall default in making payment of the Redemption Price), all rights of holders of Series B Preferred Stock with respect to the shares so called for redemption shall cease and terminate, except:

(i) the right of the holders of such shares upon surrender of certificates therefor, to receive the Redemption Price thereof, but without interest; or

(ii) the right to exercise, at or before the close of business on the date which is five business days prior to the date fixed for redemption, all privileges of conversion,

and such shares shall no longer be deemed to be outstanding. Such deposit in trust shall be irrevocable except that any moneys so deposited by the corporation which shall not be required for the redemption

because of the exercise of any such right of conversion subsequent to the date of deposit shall be repaid to the corporation forthwith, and except that any balance of moneys so deposited by the corporation and unclaimed by the holders of Series B Preferred Stock entitled thereto at the expiration of six years from the date fixed for redemption shall be repaid to the corporation upon its request therefor expressed in a resolution of its Board of Directors, and after any such repayment the holders of the shares so called for redemption shall look only to the corporation for payment of the Redemption Price thereof.

(e) Cancellation of Redeemed or Purchased Series B Preferred Stock. Series B Preferred Stock redeemed or purchased by the corporation shall be cancelled in the manner provided by the laws of the State of Connecticut.

(5) VOTING RIGHTS. In addition to any other voting rights provided in this Certificate of Incorporation or by-law, every holder of Series B Preferred Stock shall be entitled at every meeting of shareholders to one vote for each share of Series B Preferred Stock standing in the name of such holder on the record of shareholders and, except as to matters which under applicable law require the vote of the Series B Preferred Stock as a class, shall vote with the holders of Junior Stock as a single class. In the event of a default in the payment of dividends as provided for in paragraph (2)(a) of this Section F for eight (8) consecutive quarterly periods, then the holders of Preferred Stock, including the holders of the Series B Preferred Stock and any other series of Preferred Stock which may then be outstanding, shall have the right, voting as a separate class, to elect in the aggregate two (2) members of the Board of Directors of the corporation; provided, however, that if all accrued and unpaid and current dividends shall have been paid, such right shall cease on the day of the first special or annual meeting of stockholders of the corporation thereafter.

(6) CONVERSION INTO COMMON STOCK. (a) General. The Series B Preferred Stock shall be convertible, at the office of any transfer agent for the Common Stock, into Class B Common Stock of the corporation on the basis (subject to adjustment as hereinafter provided) of one and one-half (1-1/2) shares of Class B Common Stock of the corporation for each share of Series B Preferred Stock so converted, which basis, subject to adjustment as hereinafter provided, is hereinafter sometimes called the 'Conversion Rate'. The corporation shall make no payment or adjustment on account of any dividends accrued on the Series B Preferred Stock surrendered for conversion. In case of the call for redemption of any shares of Series Preferred Stock, such right of conversion shall cease and terminate, as to the shares designated for redemption, at the close of business on the date which is in New York City five business days prior to the date fixed for redemption unless default shall be made in the payment of the Redemption Price.

(b) Effecting of Conversion. Before any holder of Series B Preferred Stock shall be entitled to convert the same into Class B Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed if required by the corporation, at the office of any transfer agent for the Class B Common Stock, shall give written notice to the corporation at said office that such holder elects to convert the same and shall state in writing therein the name or names and the denominations in which such holder wishes the certificate or certificates for the Class B Common Stock to be issued. The corporation will, as soon as practicable thereafter, cause to be issued and delivered to such holder, or such holder's designee or designees, a certificate or certificates for the number of shares of Class B Common Stock to which he shall be entitled as aforesaid, together with a certificate or certificates representing any shares of Series B Preferred Stock which are not to be converted but which shall have constituted part of the Series B Preferred Stock represented by the certificate or certificates so surrendered. No fractional share of Class B Common Stock shall be issued on conversion. A holder of Series B Preferred Stock who would otherwise be entitled to receive such a fractional share shall, in lieu thereof, receive cash equal to the same fraction of the mean between the highest and lowest per share price of the Class B Common Stock on the American Stock Exchange on the Conversion Date (as hereinafter defined) or in the absence of any sale of such stock on such exchange on the Conversion Date, the mean between such prices quoted on such exchange on the next preceding day on which there shall

have been such a sale. Such conversion shall be deemed to have been made as of the close of business on the date of such surrender of the Series B Preferred Stock to be converted (the close of business on such date being herein sometimes called the 'Conversion Date'), so that the rights of the holder of such Series B Preferred Stock shall, to the extent of such conversion, cease at such time and the person or persons entitled to receive shares of Class B Common Stock upon conversion of such Series B Preferred Stock shall be treated for all purposes as having become the record holder or holders of such Class B Common Stock at such time, and such conversion shall be at the Conversion Rate in effect at such time.

(c) Cancellation of Converted Series B Preferred Stock. Series B Preferred Stock converted pursuant to this paragraph (6) shall be cancelled in the manner provided by the laws of the State of Connecticut.

(d) Effect on Conversion Rate of Subdivisions and Combinations of Shares, and Share Dividends and Distributions. In the event that, while any Series B Preferred Stock shall remain outstanding, the corporation shall at any time subdivide or combine any class of the outstanding Common Stock or issue additional shares of Common Stock, as a dividend or other distribution or any class of the Common Stock of the corporation, the Conversion Rate in effect immediately prior to such subdivision or combination of shares or share dividend or distribution shall be proportionately adjusted so that, with respect to each such subdivision of shares or share dividend or distribution, the number of shares of Common Stock deliverable upon conversion of each of the outstanding shares of the Series B Preferred Stock shall be increased in proportion to the increase in the number of shares of the then outstanding Common Stock resulting from such subdivision of shares or share dividend or distribution, and with respect to each such combination of shares, the number of shares of Common Stock deliverable upon conversion of each of the shares of Series B Preferred Stock shall be decreased in proportion to the decrease in the number of shares of the then outstanding Common Stock resulting from such combination of shares. Any such adjustment in the Conversion Rate shall become effective, in the case of any such subdivision or combination of shares, at the close of business on the effective date thereof, and, in the case of any such share dividend or distribution, at the close of business on the record date fixed for the determination of shareholders entitled thereto or on the first business day during which the share transfer books of the corporation shall be closed for the purpose of such determination, as the case may be. Whenever the Conversion Rate shall be adjusted pursuant to this subparagraph (6)(d), the corporation shall, within twenty days after such adjustment becomes effective, mail a notice of the Conversion Rate, as adjusted, to each holder of Series B Preferred Stock at the address of such holder as it shall appear on the records of the corporation and shall file a similar notice with each transfer agent for the Common Stock.

(e) Subscription Offerings of Certain Distributions to Holders of Common Stock. In the event that, while any Series B Preferred Stock shall be outstanding, the corporation shall issue rights or warrants to the holders of any class of its Common Stock entitling them to subscribe for or purchase shares of Common Stock or securities convertible into or exchangeable for shares of Common Stock, or to subscribe for or purchase any other securities of the corporation, or shall distribute to the holders of any class of Common Stock shares or stock, evidences of indebtedness or assets (excluding cash dividends and distributions in the nature of cash dividends, and also excluding distributions of the types referred to in subparagraph 6(d) above), the corporation shall, concurrently therewith, issue to each then record holder of Series B Preferred Stock the full amount of such rights or warrants, or shall distribute to each such holder the same shares of stock, evidences of indebtedness or assets, to which such holder would have been entitled if, on the date of determination of shareholders entitled to the rights or warrants being issued by the corporation or to the shares of stock, evidences of indebtedness or assets being distributed by the corporation, such holder had been the holder of record of the maximum whole number of shares of Common Stock into which the Series B Preferred Stock of such holder could then have been converted.

(f) Reorganization, Reclassification, Consolidation, Merger or Sale of Assets. In case of any capital reorganization or any reclassification of any class of the Common Stock of the corporation, or in case of the consolidation or merger of the corporation with or into another corporation or the

conveyance of all or substantially all of the assets of the corporation (otherwise than for a consideration which, apart from assumption of liabilities, consists substantially entirely of cash), each outstanding share of Series B Preferred Stock (or share or other securities received in lieu thereof in the transaction in question) shall thereafter be convertible or shall be converted if so provided in the plan of reorganization approved by the shareholders, into the number of shares or other securities or property to which a holder of the number of shares of Class B Common Stock of the corporation deliverable upon conversion of such Series B Preferred Stock would have been entitled upon such reorganization, reclassification, consolidation, merger or conveyance; and, in any such case, appropriate adjustment (as determined by the Board of Directors) shall be made in the application of the provisions herein set forth with respect to the rights and interests thereafter of the holders of Series B Preferred Stock (or shares or other securities received in lieu thereof in the transaction in question), to the end that the provisions set forth herein (including provisions with respect to changes in and other adjustments of the Conversion Rate) shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares or other securities or property thereafter deliverable upon the conversion of shares of Series B Preferred Stock (or shares or other securities received in lieu thereof in the transaction in question).

(g) Reservation of Class B Common Stock. The corporation shall at all times reserve and keep available out of its authorized Class B Common Stock, for the purpose of issue upon conversion of shares of Series B Preferred Stock as herein provided, such number of shares of Class B Common Stock as shall then be issuable upon the conversion of all outstanding Series B Preferred Stock. All shares of Class B Common Stock which shall be so issuable shall, when so issued upon any such conversion, be duly and validly issued and fully paid and nonassessable.

(h) Payment of Taxes. The issuance of certificates for shares of Class B Common Stock upon conversion of Series B Preferred Stock shall be made without charge to a converting shareholder for any issuance or transfer tax in respect of the issuance of such certificates, and such certificates shall be issued in the name of, or in such name or names as may be directed by, such holder, provided, however, that the corporation shall not be required to pay any transfer tax which may be payable in respect of any transfer involved in the issuance and delivery of any such certificate in a name or names other than that of the holder of the Series B Preferred Stock converted, and the corporation shall not be required to issue or deliver such certificates unless and until the person requesting the issuance thereof shall have paid to the corporation the amount of such tax or shall have established to the satisfaction of the corporation that such tax has been paid or is not payable.

(i) Notices to Holders of Series B Preferred Stock. In the event that while any Series B Preferred Stock shall remain outstanding:

(i) the corporation shall declare any dividend or other distribution on shares of Common Stock payable otherwise than in cash out of its retained earnings; or

(ii) the corporation shall offer for subscription pro rata to the holders of any class of Common Stock any additional shares of any class or any other securities; or

(iii) there shall occur any consolidation with or merger of the corporation into another corporation or a conveyance to another corporation of all or substantially all of the assets of the corporation, or a reclassification of any class of the Common Stock of the corporation into securities including other than Common Stock; or

(iv) there shall occur any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation;

then, and in any one or more of such cases, the corporation shall mail to each holder of Series B Preferred Stock, at the address of each such holder as it appears on the records of the corporation, a notice stating (A) the day on which the books of the corporation shall close, or a record shall be taken, for such dividend, distribution or subscription rights and the amount and character of such

dividend, distribution or subscription rights or (B) the day on which such consolidation, merger, conveyance, reclassification, liquidation, dissolution or winding up shall take place and the terms of such transaction. Such notice shall be mailed at least twenty days in advance of the day therein specified.

(7) EXCLUSION OF OTHER RIGHTS. Unless otherwise required by law, the holders of Series B Preferred Stock shall not have any relative rights or preferences or other special rights other than those specifically set forth herein or otherwise in the Certificate of Incorporation of the corporation, as amended.

(8) HEADINGS OF SUBDIVISIONS. The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof."

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3. The above resolution was adopted by the Board of Directors acting alone, the Board of Directors being so authorized pursuant to Section 33-341 of the General Statutes of Connecticut, as amended.

4. The number of affirmative votes required to adopt such resolution was 5.

5. The directors' votes in favor of such resolution was 9.

Dated at Bridgeport, Connecticut this 10th day of November, 1970.

We hereby declare under the penalties of perjury that the statements made in the foregoing certificate are true.

/s/ G.R. WEPPLER
---
G.R. Weppler, President

/s/ A.T. JOLDERSMA
---
A.T. Joldersma, Secretary

HARVEY HUBBELL, INCORPORATED

(A Stock Corporation)

Restated Certificate of Incorporation

(By Action of the Board of Directors)

1. The name of the corporation is HARVEY HUBBELL, INCORPORATED.

2. The Certificate of Incorporation is restated only by the following resolution of the Board of Directors acting alone:

"RESOLVED, that the following is adopted as the restated Certificate of Incorporation of Harvey Hubbell, Incorporated:

FIRST. That the name of the corporation is Harvey Hubbell, Incorporated.

SECOND: That said corporation is located in the Town of Bridgeport, County of Fairfield, in the State of Connecticut.

THIRD: That the nature of the business to be transacted, and the purposes to be promoted or carried out, by said corporation are as follows:

To manufacture, buy, sell, own, and deal in machinery, tools, machine screws, electrical goods, supplies, apparatus, devices and fixtures of every character, material and description, and to buy, sell, own, and deal in letters patent and rights and licenses under letters patent, necessary or convenient for the prosecution of its business, and to grant rights and licenses to others under letters patent which may be owned by said corporation, and to buy, sell, mortgage, own and deal in such real estate as may be necessary or convenient for the prosecution of its business, and generally to do all things necessary or convenient for the prosecution of its business, and the proper conduct and management thereof.

FOURTH. A. The total number of shares of the capital stock of this corporation hereby authorized is 12,457,672, divided into 3,457,672 shares of Preferred Stock without par value, 3,000,000 shares of Class A Common Stock of the par value of $5 each, and 6,000,000 shares of Class B Common Stock of the par value of $5 each.

B. Except as may otherwise be provided by law, the holders of record of Class A and Class B Common Stock shall vote as a single class, and the holder of record of each issued and outstanding share of Class A Common Stock

shall be entitled to have 20 votes and the holder of record of each issued and outstanding share of Class B Common Stock shall be entitled to have one vote, upon all matters brought before any meeting of the stockholders of the corporation. In all other respects, whether as to dividends or upon liquidation, dissolution or winding up of the affairs of the corporation, or otherwise, the holders of record of the Class A Common Stock and the holders of record of the Class B Common Stock shall have identical rights and privileges on the basis of the number of shares held.

C. No holder of stock of the corporation of any class shall have any pre-emptive or other rights to subscribe to or purchase any new or additional or increased shares of stock of this corporation of any class or any scrip, rights, warrants, bonds or other obligations, security or evidences of indebtedness, whether or not convertible into or exchangeable for, or shall claim rights to purchase or otherwise acquire, shares of stock of the corporation of any class.

D. The Preferred Stock may be issued from time to time in series and each series shall be so designated as to distinguish the shares thereof from the shares of all other series. All shares of Preferred Stock shall be of equal rank and shall be identical except as expressly determined by the Board of Directors pursuant to this paragraph FOURTH. The Board of Directors is hereby expressly vested with authority to fix and determine the variations as among such series. Except as otherwise provided by law, the foregoing authority shall include without limitation with respect to each such series authority to fix and determine the number of shares thereof, the dividend rate, whether dividends shall be cumulative and, if so, from which date or dates, voting rights, liquidation rights, the redemption price or prices, if any, and the terms and conditions of the redemption, any sinking fund provisions for the redemption or purchase of shares of the series, and the terms and conditions on which the shares are convertible into Class A Common Stock or Class B Common Stock, or both, if they are convertible; provided, however, that all shares of Preferred Stock shall constitute one and the same class, and shall be of equal rank, regardless of series, in respect of the payment of dividends and distributions in liquidation. Before the issuance of shares of Preferred Stock any provision of which is fixed by the Board of Directors as hereinbefore set forth the Board of Directors shall by its Resolution amend the Certificate of Incorporation as required by Section 33-341 of the Stock Corporation Act of the State of Connecticut.

E. There is hereby established a first series of Preferred Stock designated as the 'Series A $1.75 Cumulative Convertible Preferred Stock' (hereinafter called the '$1.75 Preferred Stock'), to which the following provisions shall be applicable:

(1) CERTAIN DEFINITIONS. The following terms, shall have, for all purposes of this Section E, the meanings herein specified:

(a) Common Stock. The term 'Common Stock' shall mean

all shares now or hereafter authorized of the class or classes of common stock of the corporation presently authorized and any other shares into which such shares may hereafter be changed from time to time.

(b) Junior Stock. The term 'Junior Stock' shall mean Common Stock and any other shares of the corporation, whether now or hereafter authorized, not entitled to receive any dividends until all dividends accrued shall have been paid or declared and a sum sufficient for the payment thereof set apart on the $1.75 Preferred Stock, and also not entitled to receive any assets upon the voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation until the $1.75 Preferred Stock shall have received the entire amount to which such shares are entitled upon such liquidation, dissolution or winding up.

(c) Parity Stock. The term 'Parity Stock' shall mean Preferred Stock and any other shares of the corporation, whether now or hereafter authorized, other than Junior Stock, not entitled to receive payment of any part of the dividends theretofore accrued but unpaid thereon unless there shall be concurrently paid on the $1.75 Preferred Stock dividends representing the same proportion of the total dividends theretofore accrued but unpaid on the $1.75 Preferred Stock, and also not entitled to receive any part of the assets upon the voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation unless the $1.75 Preferred Stock shall concurrently receive the same proportion of the entire amount to which the $1.75 Preferred Stock is entitled. Nothing herein contained shall preclude the Board of Directors from fixing dividend rates, voting rights and liquidating preferences which are different in amount for any series of Parity Stock from the dividend rates, voting rights and liquidating preferences applicable to the $1.75 Preferred Stock.

(d) Senior Stock. The term 'Senior Stock' shall mean any shares of the corporation, whether now or hereafter authorized, other than Junior Stock or Parity Stock.

(2) DIVIDENDS. (a) General. The holders of $1.75 Preferred Stock, in preference to the holders of Junior Stock, shall be entitled in each year (subject to the provisions of subparagraph(2)(b) below) to receive, as and when declared by the Board of Directors out of any funds legally available for the purpose, cumulative cash dividends at the annual rate of $1.75 per share, and not more, payable quarter-annually on the fifteenth day of March, June, September and December in each year, commencing on the first such date on or after the date of issuance of such shares.

(b) Cumulative Status of Dividends. All dividends on the $1.75 Preferred Stock shall be cumulative and accrue from and after the date of issuance of such shares. Any arrearages in the payment of dividends shall not bear interest.

(c) Preferential Status of Dividends on $1.75 Preferred Stock. In no event, so long as any of the $1.75 Preferred

Stock shall be outstanding, shall any dividend whatsoever, whether in cash, shares or otherwise, be declared or paid, nor shall any distribution be made, on any Junior Stock, nor shall any Junior Stock be purchased or redeemed by the corporation, nor shall any moneys be paid or made available for a sinking fund for the purpose of redemption of any Junior Stock, unless all accrued and unpaid dividends on all shares of $1.75 Preferred Stock then outstanding, to the end of the dividend period next preceding such dividend, distribution, purchase, redemption or sinking fund payment (and for the current dividend period if such transaction is on a dividend payment date), shall have been paid or declared and a sum sufficient for the payment thereof set apart. The provisions of the preceding sentence shall not, however, apply to a dividend payable in Common Stock and no holder of $1.75 Preferred Stock shall be entitled to share therein, except to the extent provided in subparagraphs 6(d) and 6(e) below. Any dividend paid upon shares of Parity Stock in an amount less than all dividends accrued and unpaid on all shares of Parity Stock then outstanding shall be paid ratably among all of the shares of each series or class of Parity Stock in proportion to the full amount of dividends accrued and unpaid on each such series or class. In no event so long as any of the $1.75 Preferred Stock shall be outstanding shall any Parity Stock be purchased or redeemed by the corporation, nor shall any moneys be paid or made available for a sinking fund for the purpose of redemption of any Parity Stock, unless all accrued and unpaid dividends on all shares of $1.75 Preferred Stock then outstanding to the end of the dividend period for $1.75 Preferred Stock next preceding such purchase, redemption or sinking fund payment (and for the current dividend period if such transaction is on a dividend payment date for $1.75 Preferred Stock), shall have been paid or declared and a sum sufficient for the payment thereof set apart.

(3) DISTRIBUTIONS UPON LIQUIDATION, DISSOLUTION OR WINDING UP. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation, then, before any distribution or payment shall be made to the holders of Junior Stock, the holders of $1.75 Preferred Stock shall be entitled to be paid in full a sum of $45 per share, plus all accrued and unpaid dividends thereon to and including the date fixed for such distribution or payment, but the holders of $1.75 Preferred Stock shall be entitled to no further participation in any distribution or payment in connection with any such liquidation, dissolution or winding up. If such payment or payments shall have been made in full to the holders of the $1.75 Preferred Stock and if payment shall have been made in full to the holders of any Parity Stock of all amounts to which such holders shall be entitled, the remaining net assets and funds of the corporation shall be distributed among the holders of Junior Stock, according to their respective rights and preferences, and according to their respective shares. If, upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation, the net assets of the corporation distributable among the holders of all outstanding shares of $1.75 Preferred Stock and of any Parity Stock shall be

insufficient to permit the payment in full to such holders of the preferential amounts to which they are entitled, then the entire net assets of the corporation, remaining after the distribution to holders of any Senior Stock to which they may be entitled, shall be distributed among the holders of the $1.75 Preferred Stock and of any Parity Stock ratably in proportion to the full amounts to which they would otherwise be respectively entitled. Neither the consolidation or merger of the corporation into or with another corporation or corporations, nor the sale of all or substantially all of the corporation's assets, nor the distribution to the shareholders of the corporation of all or substantially all of the consideration for such sale, unless such consideration (apart from assumption of liabilities) or the net proceeds thereof consists substantially entirely of cash or its equivalent, shall be deemed a liquidation, dissolution or winding up of the affairs of the corporation within the meaning of this Section E.

(4) REDEMPTION. (a) General. The $1.75 Preferred Stock may be redeemed, in whole or in part, at the option of the corporation, by vote of its Board of Directors, at any time or from time to time after five years from the date of issuance of such shares by payment of:

| If Redeemed During the 12 Month Period Commencing on the: | |
|---|---|
| Fifth anniversary date of the issuance of the $1.75 Preferred Stock | $65.00 |
| Sixth anniversary date of the issuance of the $1.75 Preferred Stock | 63.00 |
| Seventh anniversary date of the issuance of the $1.75 Preferred Stock | 61.00 |
| Eighth anniversary date of the issuance of the $1.75 Preferred Stock | 59.00 |
| Ninth anniversary date of the issuance of the $1.75 Preferred Stock | 57.00 |

and if redeemed on or after the tenth anniversary date of the issuance of the $1.75 Preferred Stock, $55.00 per share, plus all accrued and unpaid dividends thereon to and including the date fixed for such redemption (the total sum so payable on any such redemption being hereinafter called the 'Redemption Price'). If less than all the outstanding shares of $1.75 Preferred Stock are to be redeemed, the number of shares to be redeemed and the method of effecting such redemption, whether by lot or pro rata or other equitable method, shall be determined by the Board of Directors in its discretion. Subject to any applicable provision of law, the corporation shall have the right to purchase or otherwise reacquire any shares of $1.75 Preferred Stock at public or private sale or otherwise, except that no purchase of any $1.75 Preferred Stock shall be made unless full cumulative dividends on all $1.75 Preferred Stock then outstanding which are not to be purchased, to the end of the dividend period next preceding such purchase (and for the current dividend period if such purchase is on a dividend payment date), shall have been paid or declared and a sum sufficient for the payment thereof set apart.

(b) Notice of Redemption. Notice of every redemption of $1.75 Preferred Stock shall be mailed by or on behalf of the corporation, by first class registered or certified mail, postage prepaid, addressed to the holders of record of the shares to be redeemed at their respective addresses as they shall appear on the records of the corporation, not less than forty days nor more than ninety days prior to the date fixed for redemption, such notice to contain a statement of or reference to the conversion right set forth in paragraph (6) below, to state the name and address of any Agent for redemption selected by the corporation in accordance with subparagraph (4)(c) below, and the date as of which such conversion right expires.

(c) Agent for Redemption. The corporation may appoint as its Agent to redeem the $1.75 Preferred Stock so to be called for redemption a bank or trust company in good standing, organized under the laws of the United States of America or of the States of Connecticut or New York. Following such appointment, the corporation may deliver to such Agent irrevocable written instructions authorizing such Agent, on behalf and at the expense of the corporation to cause notice of redemption to be duly mailed as herein provided as soon as practicable after receipt of such irrevocable instructions, and in accordance with the above provisions.

(d) Deposit of Funds for Redemption. If such Agent shall be so appointed, all funds necessary for the redemption shall be deposited in trust in New York funds not more than ninety days before the date fixed for redemption with the bank or trust company so designated, for the pro rata benefit of the holders of the shares so called for redemption, so as to be and continue to be available therefor. If notice of redemption shall have been given as hereinabove provided, then from and after the date of such deposit, or if no such deposit is made, then upon such date fixed for redemption (unless the corporation shall default in making payment of the Redemption Price), all rights of holders of $1.75 Preferred Stock with respect to the shares so called for redemption shall cease and terminate, except:

(i) the right of the holders of such shares upon surrender of certificates therefor, to receive the Redemption Price thereof, but without interest; or

(ii) the right to exercise, at or before the close of business on the date which is five business days prior to the date fixed for redemption, all privileges of conversion,

and such shares shall no longer be deemed to be outstanding. Such deposit in trust shall be irrevocable except that any moneys so deposited by the corporation which shall not be required for the redemption because of the exercise of any such right of conversion subsequent to the date of deposit shall be repaid to the corporation forthwith, and except that any balance of moneys so deposited by the corporation and unclaimed by the holders of $1.75 Preferred Stock entitled thereto at the expiration of six years from the date fixed for redemption shall be repaid to the corporation

upon its request therefor expressed in a resolution of its Board of Directors, and after any such repayment the holders of the shares so called for redemption shall look only to the corporation for payment of the Redemption Price thereof.

(e) Cancellation of Redeemed or Purchased $1.75 Preferred Stock. $1.75 Preferred Stock redeemed or purchased by the corporation shall be cancelled in the manner provided by the laws of the State of Connecticut.

(5) VOTING RIGHTS. In addition to any other voting rights provided in this Certificate of Incorporation or by law, every holder of $1.75 Preferred Stock shall be entitled at every meeting of shareholders to one vote for each share of $1.75 Preferred Stock standing in the name of such holder on the record of shareholders and, except as to matters which under applicable law require the vote of the $1.75 Preferred Stock as a class, shall vote with the holders of Junior Stock as a single class. In the event of a default in the payment of dividends as provided for in paragraph (2)(a) of this Section E for eight (8) consecutive quarterly periods, then the holders of Preferred Stock, including the holders of the $1.75 Preferred Stock and any other series of Preferred Stock which may then be outstanding, shall have the right, voting as a separate class, to elect in the aggregate two (2) members of the Board of Directors of the corporation; provided, however, that if all accrued and unpaid and current dividends shall have been paid, such right shall cease on the day of the first special or annual meeting of stockholders of the corporation thereafter.

(6) CONVERSION INTO COMMON STOCK. (a) General. The $1.75 Preferred Stock shall be convertible, at the office of any transfer agent for the Common Stock, into Class B Common Stock of the corporation on the basis (subject to adjustment as hereinafter provided) of one and one-eighth (1-1/8) shares of Class B Common Stock of the corporation for each share of $1.75 Preferred Stock so converted, which basis, subject to adjustment as hereinafter provided, is hereinafter sometimes called the 'Conversion Rate'. The corporation shall make no payment or adjustment on account of any dividends accrued on the $1.75 Preferred Stock surrendered for conversion. In case of the call for redemption of any shares of $1.75 Preferred Stock, such right of conversion shall cease and terminate, as to the shares designated for redemption, at the close of business on the date which is in New York City five business days prior to the date fixed for redemption unless default shall be made in the payment of the Redemption Price.

(b) Effecting of Conversion. Before any holder of $1.75 Preferred Stock shall be entitled to convert the same into Class B Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed if required by the corporation, at the office of any transfer agent for the Class B Common Stock, shall give written notice to the corporation at said office that such holder elects to convert the same and shall state in writing therein the name or names and the denominations in which

such holder wishes the certificate or certificates for the Class B Common Stock to be issued. The corporation will, as soon as practicable thereafter, cause to be issued and delivered to such holder, or such holder's designee or designees, a certificate or certificates for the number of shares of Class B Common Stock to which he shall be entitled as aforesaid, together with a certificate or certificates representing any shares of $1.75 Preferred Stock which are not to be converted but which shall have constituted part of the $1.75 Preferred Stock represented by the certificate or certificates so surrendered. No fractional share of Class B Common Stock shall be issued on conversion. A holder of $1.75 Preferred Stock who would otherwise be entitled to receive such a fractional share shall, in lieu thereof, receive cash equal to the same fraction of the mean between the highest and lowest per share price of the Class B Common Stock on the American Stock Exchange on the Conversion Date (as hereinafter defined) or in the absence of any sale of such stock on such exchange on the Conversion Date, the mean between such prices quoted on such exchange on the next preceding day on which there shall have been such a sale. Such conversion shall be deemed to have been made as of the close of business on the date of such surrender of the $1.75 Preferred Stock to be converted (the close of business on such date being herein sometimes called the 'Conversion Date'), so that the rights of the holder of such $1.75 Preferred Stock shall, to the extent of such conversion, cease at such time and the person or persons entitled to receive shares of Class B Common Stock upon conversion of such $1.75 Preferred Stock shall be treated for all purposes as having become the record holder or holders of such Class B Common Stock at such time, and such conversion shall be at the Conversion Rate in effect at such time.

(c) Retirement of Converted $1.75 Preferred Stock. $1.75 Preferred Stock converted pursuant to this paragraph (6) shall be retired in the manner provided by the laws of the State of Connecticut.

(d) Effect on Conversion Rate of Subdivisions and Combinations of Shares, and Share Dividends and Distributions. In the event that, while any $1.75 Preferred Stock shall remain outstanding, the corporation shall at any time subdivide or combine the outstanding Common Stock or issue additional Common Stock, as a dividend or other distribution on the Common Stock of the corporation, the Conversion Rate in effect immediately prior to such subdivision or combination of shares or share dividend or distribution shall be proportionately adjusted so that, with respect to each such subdivision of shares or share dividend or distribution, the number of shares of Common Stock deliverable upon conversion of each of the outstanding shares of the $1.75 Preferred Stock shall be increased in proportion to the increase in the number of shares of the then outstanding Common Stock resulting from such subdivision of shares or share dividend or distribution, and with respect to each such combination of shares, the number of shares of Common Stock deliverable upon conversion of each of the shares of $1.75 Preferred Stock shall be decreased in proportion to the

decrease in the number of shares of the then outstanding Common Stock resulting from such combination of shares. Any such adjustment in the Conversion Rate shall become effective, in the case of any such subdivision or combination of shares, at the close of business on the effective date thereof, and, in the case of any such share dividend or distribution, at the close of business on the record date fixed for the determination of shareholders entitled thereto or on the first business day during which the share transfer books of the corporation shall be closed for the purpose of such determination, as the case may be. Whenever the Conversion Rate shall be adjusted pursuant to this paragraph (6)(d), the corporation shall, within twenty days after such adjustment becomes effective, mail a notice of the Conversion Rate, as adjusted, to each holder of $1.75 Preferred Stock at the address of such holder as it shall appear on the records of the corporation and shall file a similar notice with each transfer agent for the Common Stock.

(e) Subscription Offerings or Certain Distributions to Holders of Common Stock. In the event that, while any $1.75 Preferred Stock shall be outstanding, the corporation shall issue rights or warrants to the holders of its Common Stock as a class entitling them to subscribe for or purchase shares of Common Stock or securities convertible into or exchangeable for shares of Common Stock, or to subscribe for or purchase any other securities of the corporation, or shall distribute to the holders of Common Stock shares of stock, evidences of indebtedness or assets (excluding cash dividends and distributions in the nature of cash dividends, and also excluding distributions of the types referred to in subparagraph 6(d) above), the corporation shall, concurrently therewith, issue to each then record holder of $1.75 Preferred Stock the full amount of such rights or warrants, or shall distribute to each such holder the same shares of stock, evidences of indebtedness or assets, to which such holder would have been entitled if, on the date of determination of shareholders entitled to the rights or warrants being issued by the corporation or to the shares of stock, evidences of indebtedness or assets being distributed by the corporation, such holder had been the holder of record of the maximum whole number of shares of Common Stock into which the $1.75 Preferred Stock of such holder could then have been converted.

(f) Reorganization, Reclassification, Consolidation, Merger or Sale of Assets. In case of any capital reorganization or any reclassification of the capital stock of the corporation, or in case of the consolidation or merger of the corporation with or into another corporation or the conveyance of all or substantially all of the assets of the corporation (otherwise than for a consideration which, apart from assumption of liabilities, consists substantially entirely of cash), each outstanding share of $1.75 Preferred Stock (or share or other securities received in lieu thereof in the transaction in question) shall thereafter be convertible or shall be converted if so provided in the plan of reorganization approved by the shareholders, into the number

of shares or other securities or property to which a holder of the number of shares of Class B Common Stock of the corporation deliverable upon conversion of such $1.75 Preferred Stock would have been entitled upon such reorganization, reclassification, consolidation, merger or conveyance; and, in any such case, appropriate adjustment (as determined by the Board of Directors) shall be made in the application of the provisions herein set forth with respect to the rights and interests thereafter of the holders of $1.75 Preferred Stock (or shares or other securities received in lieu thereof in the transaction in question), to the end that the provisions set forth herein (including provisions with respect to changes in and other adjustments of the Conversion Rate) shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares or other securities or property thereafter deliverable upon the conversion of shares of $1.75 Preferred Stock (or shares or other securities received in lieu thereof in the transaction in question).

(g) Reservation of Class B Common Stock. The corporation shall at all times reserve and keep available out of its authorized Class B Common Stock, for the purpose of issue upon conversion of shares of $1.75 Preferred Stock as herein provided, such number of shares of Class B Common Stock as shall then be issuable upon the conversion of all outstanding $1.75 Preferred Stock. All shares of Class B Common Stock which shall be so issuable shall, when so issued upon any such conversion, be duly and validly issued and fully paid and non-assessable.

(h) Payment of Taxes. The issuance of certificates for shares of Class B Common Stock upon conversion of $1.75 Preferred Stock shall be made without charge to a converting shareholder for any issuance or transfer tax in respect of the issuance of such certificates, and such certificates shall be issued in the name of, or in such name or names as may be directed by, such holder, provided, however, that the corporation shall not be required to pay any transfer tax which may be payable in respect of any transfer involved in the issuance and delivery of any such certificate in a name or names other than that of the holder of the $1.75 Preferred Stock converted, and the corporation shall not be required to issue or deliver such certificates unless and until the person requesting the issuance thereof shall have paid to the corporation the amount of such tax or shall have established to the satisfaction of the corporation that such tax has been paid or is not payable.

(i) Notices to Holders of $1.75 Preferred Stock. In the event that while any $1.75 Preferred Stock shall remain outstanding:

(i) the corporation shall declare any dividend or other distribution on shares of Common Stock payable otherwise than in cash out of its retained earnings; or

(ii) the corporation shall offer for subscription pro rata to the holders of shares of Common Stock any additional shares of any class or any other securities; or

(iii) there shall occur any consolidation with or merger of the corporation into another corporation or a conveyance to another corporation of all or substantially all of the assets of the corporation, or a reclassification of the Common Stock of the corporation into securities including other than Common Stock; or

(iv) there shall occur any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation;

then, and in any one or more of such cases, the corporation shall mail to each holder of $1.75 Preferred Stock, at the address of each such holder as it appears on the records of the corporation, a notice stating (A) the day on which the books of the corporation shall close, or a record shall be taken, for such dividend, distribution or subscription rights and the amount and character of such dividend, distribution or subscription rights or (B) the day on which such consolidation, merger, conveyance, reclassification, liquidation, dissolution or winding up shall take place and the terms of such transaction. Such notice shall be mailed at least twenty days in advance of the day therein specified.

7. EXCLUSION OF OTHER RIGHTS. Unless otherwise required by law, the holders of $1.75 Preferred Stock shall not have any relative rights or preferences or other special rights other than those specifically set forth herein or otherwise in the Certificate of Incorporation of the corporation, as amended.

8. HEADINGS OF SUBDIVISIONS. The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

FIFTH: That the amount of capital with which this corporation shall commence business is one hundred thousand dollars.

SIXTH: That the duration of the corporation is unlimited."

3. The above resolution merely restates and does not change the provisions of the original Certificate of Incorporation as supplemented and amended, and there is no discrepancy between the provisions of the original Certificate of Incorporation as supplemented and amended and the provisions of this Restated Certificate of

4. The above resolution was adopted by the Board of Directors acting alone, the Board of Directors being so authorized pursuant to Section 33-362, Conn. G.S., as amended.

5. The number of affirmative votes required to adopt such resolution is three.

6. The number of directors' votes in favor of this resolution was eight.

DATED AT Bridgeport, Connecticut, this 9th day of June, 1970.

We hereby declare, under the penalties of perjury, that the statements made in the foregoing Certificate are true.

/s/ G.R. WEPPLER
---
George R. Weppler, President

/s/ A. T. JOLDERSMA
---
Alfred T. Joldersma, Secretary

[Seal of the State of Connecticut]

FILED

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Ella T. Grasso, Secretary of State
By: F. S. Hoffer, Jr.

EXHIBIT 4.3

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HUBBELL INCORPORATED

AND

CHEMICAL BANK,

TRUSTEE

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INDENTURE
DATED AS OF AUGUST , 1995

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SENIOR DEBT SECURITIES

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RECONCILIATION AND TIE BETWEEN TRUST INDENTURE ACT OF 1939 AND INDENTURE, DATED AS OF AUGUST , 1995

| TRUST INDENTURE ACT SECTION | | INDENTURE SECTION |
|---|---|---|
| sec.310 | (a)(1) | 6.09 |
| | (a)(2) | 6.09 |
| | (a)(3) | Not Applicable |
| | (a)(4) | Not Applicable |
| | (a)(5) | 6.09 |
| | (b) | 6.08, 6.10 |
| | (c) | Not Applicable |
| sec.311 | (a) | 6.13 |
| | (b) | 6.13 |
| | (c) | Not Applicable |
| sec.312 | (a) | 7.01, 7.02(a) |
| | (b) | 7.02(b) |
| | (c) | 7.02(c) |
| sec.313 | (a) | 7.03(a) |
| | (b) | 7.03(a) |
| | (c) | 7.03(a) |
| | (d) | 7.03(b) |
| sec.314 | (a) | 7.04, 12.02 |
| | (b) | Not Applicable |
| | (c)(1) | 1.02 |
| | (c)(2) | 1.02 |
| | (c)(3) | Not Applicable |
| | (d) | Not Applicable |
| | (e) | 1.02 |
| sec.315 | (a) | 6.01(a), 6.01(c) |
| | (b) | 6.02, 7.03(a) |
| | (c) | 6.01(b) |
| | (d)(1) | 6.01(a) |
| | (d)(2) | 6.01(c)(2) |
| | (d)(3) | 6.01(c)(3) |
| | (e) | 5.14 |
| sec.316 | (a)(1)(A) | 5.02, 5.12 |
| | (a)(1)(B) | 5.13 |
| | (a)(2) | Not Applicable |
| | (b) | 5.08 |
| | (c) | Not Applicable |
| sec.317 | (a)(1) | 5.03 |
| | (a)(2) | 5.04 |
| | (b) | 12.04 |
| sec.318 | | 1.06 |

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Note: This reconciliation and tie shall not, for any purpose, be deemed to be a part of the Indenture.

INDENTURE dated as of August , 1995, between HUBBELL INCORPORATED, a Connecticut corporation (hereinafter called the "Company"), having its principal executive office at 584 Derby Milford Road, Orange, Connecticut 06477-4024, and CHEMICAL BANK, a New York banking corporation (hereinafter called the "Trustee"), having its Corporate Trust Office at 450 West 33rd St., New York, New York 10001.

RECITALS OF THE COMPANY

The Company has duly authorized the execution and delivery of this Indenture to provide for the issuance from time to time of its senior unsecured debt securities, consisting of debentures, notes, bonds and/or other unsecured evidences of indebtedness (herein generally called the "Debt Securities"), to be issued in one or more series, as in this Indenture provided.

All things necessary have been done to make this Indenture a valid agreement of the Company, in accordance with its terms.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of Debt Securities by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of Debt Securities of any series, as follows:

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS
OF GENERAL APPLICATION

Section 1.01. Definitions.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;

(2) all other terms used herein which are defined in the Trust Indenture Act, either directly or by reference therein, have the meanings assigned to them therein;

(3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles, and, except as otherwise herein expressly provided, the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles as are generally accepted in the United States of America at the date of such computation; and

(4) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

Certain terms, used principally in Article Three or Article Six, are defined in those respective Articles.

"Act" when used with respect to any Holder, has the meaning specified in Section 8.01.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Affiliated Corporation" means any corporation which is controlled by the Company but which is not a Subsidiary of the Company pursuant to the definition of the term "Subsidiary".

"Attributable Debt" means, with respect to a Sale and Leaseback Transaction with respect to any Principal Property, the lesser of: (a) the fair market value of such property (as determined in good faith by the Board of Directors); or (b) the present value of the total net amount of rent required to be paid under such lease during the remaining term thereof (including any period for which such lease has been extended and excluding any unexercised renewal or other extension options exercisable by the lessee, and excluding amounts on account of maintenance and repairs, services, taxes and similar charges and contingent rents), discounted at the rate of interest set forth or implicit in the terms of such lease (or, if not practicable to determine such rate, the weighted average interest rate per annum borne by the Debt Securities of the applicable series then Outstanding) compounded semi-annually. In the case of any lease which is terminable by the lessee upon the payment of a penalty, such net amount shall be the lesser of the net amount determined assuming termination upon the first date such lease may be terminated (in which case the net amount shall also include the amount of the penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated) or the net amount determined assuming no such termination.

"Authenticating Agent" has the meaning specified in Section 6.14.

"Authorized Newspaper" means a newspaper in an official language of the country of publication customarily published at least once a day, and customarily published for at least five days in each calendar week, and of general circulation in the place in connection with which the term is used or in the financial community of such city. Where successive publications are required to be made in Authorized Newspapers, the successive publications may be made in the same or in different newspapers in the same place meeting the foregoing requirements and in each case on any Business Day in such place.

"Bearer Security" means any Debt Security (whether or not interest thereon is evidenced by Coupons), in the form established pursuant to Section 2.01, which is payable to bearer (including any Global Note payable to bearer) and title to which passes by delivery only, but does not include any Coupons appertaining to such Debt Security.

"Board of Directors" means either the board of directors of the Company, or any committee of that board duly authorized to act hereunder or any director or directors and/or officer or officers of the Company to whom that board or committee shall have delegated its authority.

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

"Business Day" when used with respect to any Place of Payment or any other particular location referred to in this Indenture or in the Debt Securities means any day which is not a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies in that Place of Payment or other location or, in each case, the city in which the Corporate Trust Office is located, are authorized or obligated by law to close, except as otherwise specified pursuant to Section 3.01.

"CEDEL" means Cedel, S.A.

"Code" means the Internal Revenue Code of 1986, as amended and as in effect on the date hereof.

"Common Depositary" has the meaning specified in Section 3.04(b).

"Commission" means the Securities and Exchange Commission, as from time to time constituted, created under the Securities Exchange Act of 1934, as amended, or if at any time after the execution of this instrument such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body performing such duties on such date.

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

"Company Request" and "Company Order" mean, respectively, a written request or order signed in the name of the Company by the Chairman, a Vice Chairman, the President, the Chief Financial Officer or a Vice President and by the Treasurer, an Assistant Treasurer, the Controller, an Assistant Controller, the Secretary or an Assistant Secretary of the Company, and delivered to the Trustee.

"Component Currency" has the meaning specified in Section 3.10(i).

"Consolidated Net Tangible Assets" at any time, means the excess over current liabilities of all assets, less goodwill, trademarks, patents, other like intangibles and the minority interests of others in Subsidiaries, of the Company and its consolidated Subsidiaries, determined on a consolidated basis in accordance with generally accepted accounting principles, as of the end of the most recently completed accounting period of the Company for which financial information is then available.

"Conversion Date" has the meaning specified in Section 3.10(e).

"Conversion Event" means the cessation of the use of (i) a Foreign Currency both by the government of the country which issued such Currency and for the settlement of transactions by public institutions of or within the international banking community, (ii) the ECU both within the European Monetary System and for the settlement of transactions by public institutions of or within the European Communities or (iii) any Currency unit other than the ECU for the purposes for which it was established.

"Corporate Trust Office" means the principal corporate trust office of the Trustee at which at any particular time its corporate trust business shall be administered, which office at the date of execution of this instrument is located at 450 West 33rd Street, 15th Floor, New York, New York 10001.

"Corporation" includes corporations, associations, companies (including joint stock companies and limited liability companies) and business trusts.

"Coupon" means any interest coupon appertaining to any Debt Security.

"Coupon Security" means any Bearer Security authenticated and delivered with one or more Coupons appertaining thereto.

"Currency" means Dollars or Foreign Currency.

"Currency Determination Agent" means the New York Clearing House bank, if any, from time to time selected by the Company pursuant to Section 3.01; provided that such agent shall accept such appointment in writing and the terms of such appointment shall be acceptable to the Company and shall, in the opinion of the Company and the Trustee at the time of such appointment, require such agent to make the determinations required by this Indenture by a method consistent with the method provided in this Indenture for the making of such decision or determination.

"Currency unit" means a composite currency or currency unit the value of which is determined by reference to the value of the currencies of any group of countries.

"Debt Securities" has the meaning stated in the first recital of this Indenture and more particularly means any Debt Securities (including any Global Notes) authenticated and delivered under and pursuant to this Indenture.

"Default Amount" has the meaning specified in Section 5.02.

"Defaulted Interest" has the meaning specified in Section 3.07(c).

"Discharged" has the meaning specified in Section 15.02.

"Discount Security" means any Debt Security which is issued with "original issue discount" within the meaning of Section 1273(a) of the Code and the regulations thereunder.

"Dollar" or "$" means a dollar or other equivalent unit in such coin or currency of the United States as at the time of payment is legal tender for the payment of public and private debts.

"Dollar Equivalent of the Currency unit" has the meaning specified in Section 3.10(h).

"Dollar Equivalent of the Foreign Currency" has the meaning specified in Section 3.10(g).

"ECU" means the European Currency Unit as defined and revised from time to time by the Council of the European Communities.

"Election Date" has the meaning specified in Section 3.10(i).

"Euro-clear Operator" means Morgan Guaranty Trust Company of New York, Brussels office, or its successor as operator of the Euro-clear System.

"European Communities" means the European Economic Community, the European Coal and Steel Community and the European Atomic Energy Community.

"European Monetary System" means the European Monetary System established by the Resolution of December 5, 1978 of the Council of the European Communities.

"Event of Default" has the meaning specified in Section 5.01.

"Exchange Date" has the meaning specified in Section 3.04(b).

"Exchange Rate Officer's Certificate" means an Officers' Certificate setting forth (i) the applicable Market Exchange Rate and (ii) the Dollar, Foreign Currency or Currency unit amounts of principal, premium, if any, and any interest, respectively (on an aggregate basis and on the basis of a Debt Security having the lowest denomination principal amount determined in accordance with Section 3.02 in the relevant Currency or Currency unit), payable on the basis of such Market Exchange Rate.

"Fixed Rate Security" means a Debt Security which provides for the payment of interest at a fixed rate.

"Floating Rate Security" means a Debt Security which provides for the payment of interest at a variable rate determined periodically by reference to an interest rate index or any other index specified pursuant to Section 3.01.

"Foreign Currency" means a currency issued by the government of any country other than the United States.

"Funded Debt" means any indebtedness for money borrowed, created, issued, incurred, assumed or guaranteed which would, in accordance with generally accepted accounting principles, be classified as long-term debt, but in any event including all indebtedness for money borrowed, whether secured or unsecured, maturing more than one year or extendible at the option of the obligor to a date more than one year, after the date of determination thereof (excluding any amount thereof included in current liabilities).

"Global Note" means a Registered or Bearer Security evidencing all or part of a series of Debt Securities, whether in temporary or permanent form.

"Government" has the meaning specified in Section 12.07(d).

"Holder" means, with respect to a Registered Security, the Registered Holder, and with respect to a Bearer Security or a Coupon, the bearer thereof.

"Indenture" means this instrument as originally executed, or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof and, unless the context otherwise requires, shall include the terms of a particular series of Debt Securities as established pursuant to Section 3.01.

"Interest," when used with respect to a Discount Security which by its terms bears interest only after Maturity, means interest payable after Maturity, and, when used with respect to a Bearer Security, includes any additional amounts payable on such Bearer Security, if so provided pursuant to Section 3.01.

"Interest Payment Date" with respect to any Debt Security means the Stated Maturity of an installment of interest on such Debt Security.

"Market Exchange Rate" means (i) for any conversion involving a Currency unit on the one hand and Dollars or any Foreign Currency on the other, the exchange rate between the relevant Currency unit and Dollars or such Foreign Currency calculated by the method specified pursuant to Section 3.01 for the

securities of the relevant series, (ii) for any conversion of Dollars into any Foreign Currency, the noon (New York City time) buying rate for such Foreign Currency for cable transfers quoted in New York City as certified for customs purposes by the Federal Reserve Bank of New York, and (iii) for any conversion of one Foreign Currency into Dollars or another Foreign Currency, the spot rate at noon local time in the relevant market at which, in accordance with normal banking procedures, the Dollars or Foreign Currency into which conversion is being made could be purchased with the Foreign Currency from which conversion is being made from major banks located in New York City or if such Dollars or Foreign Currency could not be so purchased in New York City, in London or, if such Dollars or Foreign Currency could not be so purchased in London, in any other principal market for Dollars or such purchased Foreign Currency designated by the Currency Determination Agent. In the event of the unavailability of any of the exchange rates provided for in the foregoing clauses (i), (ii) and (iii), the Currency Determination Agent shall use, in its sole discretion and without liability on its part, such quotation of the Federal Reserve Bank of New York as of the most recent available date, or quotations from one or more major banks in New York City, London or other principal market for such Currency or Currency unit in question, or such other quotations as the Currency Determination Agent shall deem appropriate. Unless otherwise specified by the Currency Determination Agent, if there is more than one market for dealing in any Currency or Currency unit by reason of foreign exchange regulations or otherwise, the market to be used in respect of such Currency or Currency unit shall be that upon which a nonresident issuer of securities designated in such Currency or Currency unit would purchase such Currency or Currency unit in order to make payments in respect of such securities.

"Maturity" when used with respect to any Debt Security means the date on which the principal of such Debt Security or an installment of principal thereon becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, call for redemption, repayment at the option of the Holder thereof or otherwise.

"Officers' Certificate" means a certificate signed by the Chairman, a Vice Chairman, the President, the Chief Financial Officer or a Vice President, and by the Treasurer, an Assistant Treasurer, the Chief Accounting Officer, the Secretary or an Assistant Secretary of the Company and delivered to the Trustee.

"Opinion of Counsel" means a written opinion of counsel, who may be counsel to the Company (including an employee of the Company) and who shall be reasonably satisfactory to the Trustee, which is delivered to the Trustee.

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

(i) Debt Securities theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(ii) Debt Securities for whose payment or redemption money in the necessary amount has been theretofore deposited with the Trustee or any Paying Agent (other than the Company or its Affiliates) in trust or set aside and segregated in trust by the Company or an Affiliate of the Company (if the Company or an Affiliate of the Company shall act as the Paying Agent) for the Holders of such Debt Securities and any Coupons thereto pertaining; provided, however, that if such Debt Securities are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made; and

(iii) Debt Securities which have been paid pursuant to Section 3.06 or in exchange for or in lieu of which other Debt Securities have been authenticated and delivered pursuant to this Indenture, other than any such Debt Securities in respect of which there shall have been presented to the Trustee proof reasonably satisfactory to it that such Debt Securities are held by a bona fide purchaser in whose hands such Debt Securities are valid obligations of the Company;

provided, however, that in determining whether the Holders of the requisite principal amount of Debt Securities Outstanding have performed any Act hereunder, Debt Securities owned by the Company or any other obligor upon the Debt Securities or any Affiliate of the Company or of such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be

protected in relying upon any such Act, only Debt Securities which the Trustee knows to be so owned shall be so disregarded. Debt Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right to act with respect to such Debt Securities and that the pledgee is not the Company or any other obligor upon the Debt Securities or any Affiliate of the Company or of such other obligor. In determining whether the Holders of the requisite principal amount of Outstanding Debt Securities have performed any Act hereunder, the principal amount of a Discount Security that shall be deemed to be Outstanding for such purpose shall be the amount of the principal thereof that would be due and payable as of the date of such determination upon a declaration of acceleration of the Maturity thereof pursuant to Section 5.02 and the principal amount of a Debt Security denominated in a Foreign Currency that shall be deemed to be Outstanding for such purpose shall be the amount calculated pursuant to Section 3.10(k).

"Overdue Rate" when used with respect to any series of the Debt Securities, means the rate designated as such in or pursuant to the Board Resolution or the supplemental indenture, as the case may be, relating to such series as contemplated by Section 3.01.

"Paying Agent" means any Person authorized by the Company to pay the principal of (and premium, if any) or interest on any Debt Securities on behalf of the Company.

"Periodic Offering" means an offering of Debt Securities of a series from time to time the specific terms of which Debt Securities, including, without limitation, the rate or rates of interest or formula for determining the rate or rates of interest thereon, if any, the Stated Maturity or Maturities thereof and the redemption provisions, if any, with respect thereto, are to be determined by the Company upon the issuance of such Debt Securities.

"permanent Global Note" shall have the meaning given such term in Section 3.04(b).

"Person" means any individual, Corporation, partnership, joint venture, association, trust, estate, unincorporated organization or government or any agency or political subdivision thereof.

"Place of Payment" when used with respect to the Debt Securities of any series means the place or places where the principal of (and premium, if any) and interest on the Debt Securities of that series are payable as specified pursuant to Section 3.01.

"Predecessor Security" of any particular Debt Security means every previous Debt Security evidencing all or a portion of the same debt as that evidenced by such particular Debt Security; and, for the purposes of this definition, any Debt Security authenticated and delivered under Section 3.06 in lieu of a mutilated, lost, destroyed or stolen Debt Security or a Debt Security to which a mutilated, lost, destroyed or stolen Coupon appertains shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Debt Security or the Debt Security to which the mutilated, lost, destroyed or stolen Coupon appertains, as the case may be.

"Principal Property" means any parcel of real property and related fixtures or improvements owned by the Company or any Restricted Subsidiary and located in the United States, the aggregate book value of which, less accumulated depreciation, on the date of determination exceeds $5 million, other than any such real property and related fixtures or improvements which, as determined in good faith by the Board of Directors, is not of material importance to the total business conducted by the Company and its Subsidiaries, taken as a whole.

"Redemption Date" means the date fixed for redemption of any Debt Security pursuant to this Indenture which, in the case of a Floating Rate Security, unless otherwise specified pursuant to Section 3.01, shall be an Interest Payment Date only.

"Redemption Price" means, in the case of a Discount Security, the amount of the principal thereof that would be due and payable as of the Redemption Date upon a declaration of acceleration of the Maturity thereof pursuant to Section 5.02, and in the case of any other Debt Security, the principal amount thereof, plus, in each case, premium, if any, and accrued and unpaid interest, if any, to the Redemption Date.

"Registered Holder" means the Person in whose name a Registered Security is registered in the Security Register.

"Registered Security" means any Debt Security in the form established pursuant to Section 2.01 which is registered as to principal and interest in the Security Register.

"Regular Record Date" for the interest payable on the Registered Securities of any series on any Interest Payment Date means the date specified for such purpose pursuant to Section 3.01.

"Responsible Officer" when used with respect to the Trustee means any officer of the Trustee with direct responsibility for the administration of this Indenture and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Restricted Subsidiary" means, with respect to the Company, any "significant subsidiary" as such term is defined in Rule 1-02(w) of Regulation S-X under the Securities Act of 1933, as amended (the "Securities Act"); provided, however, that a Subsidiary shall be considered not to be a Restricted Subsidiary if (a) it is principally engaged in the business of finance, banking, credit, leasing, insurance, investments, financial services or other similar operations, or any combination thereof; (b) it is principally engaged in financing the Company's operations outside the continental United States of America; (c) substantially all of its assets consist of the capital stock of one or more of the Subsidiaries engaged in the operations described in the preceding clause (a) or (b) or any combination thereof; (d) a majority of its voting stock shall at the time be owned directly or indirectly by one or more Subsidiaries which are not Restricted Subsidiaries; or (e) (i) it has issued and sold either (x) equity securities with aggregate net proceeds in excess of $10,000,000 or (y) debt securities aggregating $10,000,000 or more in principal amount, or (ii) the Company has sold equity securities of such Subsidiary with aggregate net proceeds to the Company in excess of $10,000,000; provided, however, that the securities referred to in this clause (e) were issued under a registration statement filed with the Commission pursuant to the provisions of Section 6 of the Securities Act.

"Sale and Leaseback Transaction" means any arrangement with any Person providing for the leasing by the Company or any Restricted Subsidiary of any Principal Property which has been or is to be sold or transferred by the Company or such Restricted Subsidiary to such Person; provided, however, that "Sale and Leaseback Transaction" shall not include such arrangements that were existing on the date of this Indenture or at the time any Person owning a Principal Property shall become a Restricted Subsidiary.

"Security Register" and "Security Registrar" have the respective meanings specified in Section 3.05(a).

"Special Record Date" for the payment of any Defaulted Interest means a date fixed by the Trustee pursuant to Section 3.07(c).

"Specified Amount" has the meaning specified in Section 3.10(i).

"Stated Maturity" when used with respect to any Debt Security or any installment of principal thereof, premium thereon or interest thereon means the date specified in such Debt Security or the Coupon, if any, representing such installment of interest, as the date on which the principal of such Debt Security or such installment of principal, premium or interest is due and payable.

"Subsidiary" means any Corporation of which at least a majority of the outstanding stock having by the terms thereof ordinary voting power to elect a majority of the directors of such Corporation, irrespective of whether or not, at the time, stock of any other class or classes of such Corporation shall have or might have voting power by reason of the happening of any contingency, is at the time, directly or indirectly, owned or controlled by the Company or by one or more Subsidiaries thereof, or by the Company and one or more Subsidiaries thereof.

"temporary Global Note" shall have the meaning given such term in Section 3.04(b).

"Trade Payables" means accounts payable or any other indebtedness or monetary obligations to trade creditors created or assumed in the ordinary course of business in connection with the obtaining of materials or services.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this instrument unless and until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean or include each Person who is then a Trustee hereunder, and if at any time there is more than one such Person, "Trustee" as used with respect to the Debt Securities of any series shall mean the Trustee with respect to Debt Securities of such series.

"Trust Indenture Act" means the Trust Indenture Act of 1939 as amended and as in force at the date as of which this instrument was executed, except as provided in Section 11.05.

"United States" means the United States of America (including the States and the District of Columbia), and its possessions, which include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

"U.S. Depositary" means a clearing agency registered under the Securities Exchange Act of 1934, as amended, or any successor thereto, which shall in either case be designated by the Company pursuant to Section 3.01 until a successor U.S. Depositary shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "U.S. Depositary" shall mean or include each Person who is then a U.S. Depositary hereunder, and if at any time there is more than one such Person, "U.S. Depositary" as used with respect to the Debt Securities of any series shall mean the U.S. Depositary with respect to the Debt Securities of that series.

"U.S. Government Obligations" has the meaning specified in Section 15.02.

"U.S. Person" means a citizen or resident of the United States, a Corporation, partnership or other entity created or organized in or under the laws of the United States, or an estate or trust the income of which is subject to United States Federal income taxation regardless of its source.

"Valuation Date" has the meaning specified in Section 3.10(d).

"Vice President" includes with respect to the Company any Vice President of the Company, whether or not designated by a number or word or words added before or after the title "Vice President".

"Wholly-Owned Subsidiary" means a Subsidiary of which all of the outstanding voting stock (other than directors' qualifying shares) is at the time, directly or indirectly, owned by the Company, or by one or more Wholly-Owned Subsidiaries of the Company or by the Company and one or more Wholly-Owned Subsidiaries of the Company.

Section 1.02. Compliance Certificates and Opinions.

Except as otherwise expressly provided in this Indenture, upon any application or request by the Company to the Trustee to take any action under any provision of this Indenture, the Company shall furnish to the Trustee an Officers' Certificate, in form and substance reasonably satisfactory to the Trustee, stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel, in form and substance reasonably satisfactory to the Trustee, stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than certificates provided pursuant to Section 12.02) shall include:

(1) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

Section 1.03. Form of Documents Delivered to Trustee.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Company may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Company with respect to such factual matters, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

The delivery to the Trustee (or any agent specified for the purpose pursuant to Section 3.01) by the Euro-clear Operator or CEDEL of any certificate substantially in the form of Exhibit B hereto may be relied upon by the Company and the Trustee (and any such agent) as conclusive evidence that a corresponding certificate or certificates has or have been delivered to the Euro-clear Operator or CEDEL, as the case may be, pursuant to the terms of this Indenture.

Section 1.04. Notices, etc., to Trustee and Company.

Any Act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with,

(1) the Trustee by any Holder or by the Company shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if made, given, furnished or filed in writing and delivered by mail or by hand delivery or by telecopy (confirmed in writing), and if mailed, then by first-class postage prepaid or airmail postage prepaid if sent from outside the United States, to or with the Trustee at its Corporate Trust Office, Attention: Corporate Trust Administration, or

(2) the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if made, given, furnished or filed in writing and delivered by mail or by hand delivery or by telecopy (confirmed in writing), and if mailed, then by first-class postage prepaid or airmail postage prepaid if sent from outside the United States, to the Company addressed to it at the address of its principal office specified in the first paragraph of this Indenture, to the attention of its Treasurer, or at any other address previously furnished in writing to the Trustee by the Company.

Any such Act or other document shall be in the English language, except that any published notice may be in an official language of the country of publication.

Section 1.05. Notice to Holders; Waiver.

When this Indenture provides for notice to Holders of any event, (1) such notice shall be sufficiently given to Registered Holders (unless otherwise herein expressly provided) in writing and delivered by mail or by hand delivery or by telecopy (confirmed in writing), and if mailed, then by first-class postage prepaid or airmail postage prepaid if sent from outside the United States, to such Registered Holders as their names and addresses appear in the Security Register, within the time prescribed, and (2) such notice shall be sufficiently given to Holders of Bearer Securities or Coupons (unless otherwise herein expressly provided) if published at least twice in an Authorized Newspaper or Newspapers designated by and at the expense of the Company in The City of New York and, if Debt Securities of such series are then listed on The Stock Exchange of the United Kingdom and the Republic of Ireland or the Luxembourg Stock Exchange or any other stock exchange located outside the United States and such stock exchange shall so require, in a daily newspaper in London or Luxembourg or in such other city or cities specified pursuant to Section 3.01 or in the relevant Debt Security on Business Days, the first such publication to be not earlier than the earliest date and not later than the latest date prescribed for the giving of such notice; provided, however, that, in any case, any notice to Holders of Floating Rate Securities regarding the determination of a periodic rate of interest, if such notice is required pursuant to Section 3.01, shall be sufficiently given if given in the manner specified pursuant to Section 3.01.

In the event of suspension of regular mail service or by reason of any other cause it shall be impracticable to give notice by mail, such notification as shall be given with the approval of the Trustee shall constitute sufficient notice for every purpose hereunder.

In the event of suspension of publication of any Authorized Newspapers or by reason of any other cause it shall be impracticable to give notice by publication, such notification as shall be given with the approval of the Trustee shall constitute sufficient notice for every purpose hereunder.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance on such waiver. In any case where notice to Holders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Holder shall affect the sufficiency of such notice with respect to other Holders, and any notice which is mailed in the manner herein provided shall be conclusively presumed to have been duly given. In any case where notice to Holders is given by publication, any defect in any notice so published as to any particular Holder shall not affect the sufficiency of such notice with respect to other Holders, and any notice which is published in the manner herein provided shall be conclusively presumed to have been duly given.

Furthermore, nothing in this Indenture shall prohibit the Holders from communicating with each other with respect to their rights under this Indenture pursuant to Section 312(b) of the Trust Indenture Act. The Company, the Trustee, the Security Registrar and any other Person shall be entitled to the protection of Section 312(c) of the Trust Indenture Act.

Section 1.06. Conflict with Trust Indenture Act.

If any provision hereof limits, qualifies or conflicts with the duties imposed on any Person by the provisions of Sections 310 to 317, inclusive, and Section 318(c) of the Trust Indenture Act, such duties imposed by the Trust Indenture Act shall control.

Section 1.07. Effect of Headings and Table of Contents.

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

Section 1.08. Successors and Assigns.

All covenants and agreements in this Indenture by the parties hereto shall bind their respective successors and assigns and inure to the benefit of their permitted successors and assigns, whether so expressed or not.

Section 1.09. Separability Clause.

In case any provision in this Indenture or in the Debt Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.10. Benefits of Indenture.

Nothing in this Indenture or in the Debt Securities, express or implied, shall give to any Person, other than the parties hereto, any Security Registrar, any Paying Agent and their successors hereunder, and the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 1.11. Governing Law.

This Indenture, the Debt Securities and the Coupons for all purposes shall be governed by and construed in accordance with the laws of the State of New York.

Section 1.12. Legal Holidays.

Unless otherwise specified pursuant to Section 3.01 or in any Debt Security, in any case where any Interest Payment Date, Redemption Date, sinking fund payment date or Stated Maturity or Maturity of any Debt Security of any series shall not be a Business Day at any Place of Payment for the Debt Securities of that series, then (notwithstanding any other provision of this Indenture or of the Debt Securities or Coupons) payment of principal (and premium, if any) or interest need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on the Interest Payment Date, Redemption Date, sinking fund payment date or at the Stated Maturity or the Maturity, as the case may be, and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date, sinking fund payment date or Stated Maturity or Maturity, as the case may be, to such Business Day if such payment is made or duly provided for on such Business Day.

Section 1.13. No Security Interest Created.

Nothing in this Indenture or in the Debt Securities or Coupons, express or implied, shall be construed to constitute a security interest under the Uniform Commercial Code or similar legislation or real property laws, as now or hereafter enacted and in effect in any jurisdiction where property of the Company or its Subsidiaries is or may be located.

Section 1.14. Liability Solely Corporate.

No recourse shall be had for the payment of the principal of (or premium, if any) or the interest on any Debt Securities or Coupons, or any part thereof, or of the indebtedness represented thereby, or upon any obligation, covenant or agreement of this Indenture, against any incorporator, or against any stockholder, officer or director, as such, past, present or future, of the Company (or any incorporator, stockholder, officer or director of any predecessor or successor Corporation), either directly or through the Company (or any such predecessor or successor Corporation), whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Indenture and all the Debt Securities and Coupons are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any such incorporator, stockholder, officer or director, past, present or future, of the Company (or any incorporator, stockholder, officer or director of any such predecessor or successor Corporation), either directly or indirectly through the Company or any such predecessor or successor Corporation, because of the indebtedness hereby authorized or under or by reason of any of the obligations, covenants, promises or agreements contained in this Indenture or in any of the Debt Securities or Coupons or to be implied herefrom or therefrom; and that any such personal liability is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution of this Indenture and the issue of Debt Securities; provided, however, that nothing herein or in the Debt Securities or Coupons contained shall be taken to prevent recourse to and the enforcement of the liability, if any, of any stockholder or subscriber to capital stock upon or in respect of the shares of capital stock not fully paid.

ARTICLE TWO

DEBT SECURITY FORMS

Section 2.01. Forms Generally.

The Debt Securities and the Coupons, if any, of each series shall be substantially in one of the forms (including global form) not inconsistent with this Indenture established in or pursuant to a Board Resolution or one or more indentures supplemental hereto, and shall have such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification or designation and such legends or endorsements placed thereon as the Company may deem appropriate and as are not inconsistent with the provisions of this Indenture, as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange on which any series of the Debt Securities may be listed, or to conform to usage, all as determined by the officers executing such Debt Securities and Coupons, if any, as conclusively evidenced by their execution of such Debt Securities and Coupons, if any. If the form of a series of Debt Securities or Coupons if any (or any Global Note), is established in or pursuant to a Board Resolution, a copy of such Board Resolution shall be delivered to the Trustee, together with an Officers' Certificate setting forth the form of such series, at or prior to the delivery of the Company Order contemplated by Section 3.03 for the authentication and delivery of such Debt Securities (or any such Global Note) or Coupons, if any.

Unless otherwise specified as contemplated by Section 3.01, Debt Securities in bearer form (other than in global form) shall have Coupons attached.

The definitive Debt Securities and Coupons, if any, of each series shall be printed, lithographed or engraved or produced by any combination of these methods on steel engraved borders or may be produced in any other manner, all as determined by the officers executing such Debt Securities and Coupons, if any, as conclusively evidenced by their execution of such Debt Securities and Coupons, if any.

Section 2.02. Form of Trustee's Certificate of Authentication.

The form of the Trustee's certificate of authentication to be borne by the Debt Securities shall be substantially as follows:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the series of Debt Securities issued under the within mentioned Indenture.

Chemical Bank, as Trustee

By:
Authorized Officer

If at any time there shall be an Authenticating Agent appointed with respect to any series of Debt Securities, then the Trustee's certificate of authentication to be borne by the Debt Securities of each such series shall be substantially as set forth in Section 6.14.

Section 2.03. Securities in Global Form.

If any Debt Security of a series is issuable in global form, the Global Note so issued may provide, notwithstanding clause (8) of Section 3.01 and the provisions of Section 3.02, that it shall represent the aggregate amount of Outstanding Debt Securities from time to time endorsed thereon and may also provide that the aggregate amount of Outstanding Debt Securities represented thereby may from time to time be reduced to reflect the amount of Debt Securities then Outstanding. Any endorsement of a Global Note to reflect the amount, or any increase or decrease in the amount, of Outstanding Debt Securities represented thereby shall be made by the Trustee and in such manner as shall be specified in such Global Note. Any

instructions by the Company with respect to a Global Note, after its initial issuance, shall be in the form of an Officers' Certificate or Company Request or Company Order but need not otherwise comply with Section 1.02.

The provisions of the last sentence of Section 3.03 shall apply to any Debt Security represented by a Debt Security in global form if such Debt Security was never issued and sold by the Company and the Company delivers to the Trustee or the Security Registrar the Debt Security in global form together with written instructions (which need not comply with Section 1.02 and need not be accompanied by an Opinion of Counsel) with respect to the reduction in the principal amount of Debt Securities represented thereby, together with the written statement contemplated by the last sentence of Section 3.03.

Global Notes may be issued in either registered or bearer form and in either temporary or permanent form. Permanent Global Notes will be issued in definitive form.

## ARTICLE THREE

## THE DEBT SECURITIES

Section 3.01. Amount Unlimited; Issuable in Series.

The aggregate principal amount of Debt Securities which may be authenticated and delivered under this Indenture is unlimited.

The Debt Securities may be issued from time to time in one or more series and shall rank senior to all indebtedness of the Company that by its terms is subordinated in right of payment. There shall be established in or pursuant to one or more Board Resolutions or pursuant to authority granted by one or more Board Resolutions and (subject to Section 3.03) set forth in, or determined in a manner provided in, an Officers' Certificate, or established in one or more indentures supplemental hereto, prior to the issuance of Debt Securities of any series:

(1) the title of the Debt Securities of the series (which shall distinguish the Debt Securities of such series from all other series of Debt Securities);

(2) the limit, if any, upon the aggregate principal amount of the Debt Securities of the series which may be authenticated and delivered under this Indenture (except for Debt Securities authenticated and delivered upon transfer of, or in exchange for, or in lieu of, other Debt Securities of such series pursuant to Sections 3.04, 3.05, 3.06, 11.06 or 13.07 and except for any Debt Securities which, pursuant to Section 3.03, are deemed never to have been authenticated and delivered hereunder);

(3) the date or dates on which or periods during which the Debt Securities of the series may be issued, and the date or dates (or the method of determination thereof) on which the principal of (and premium, if any, on) the Debt Securities of such series are or may be payable;

(4) the rate or rates (or the method of determination thereof) at which the Debt Securities of the series shall bear interest, if any, and the dates from which such interest shall accrue; and the Interest Payment Dates on which such interest shall be payable (or the method of determination thereof), and, in the case of Registered Securities, the Regular Record Dates for the interest payable on such Interest Payment Dates and, in the case of Floating Rate Securities, the notice, if any, to Holders regarding the determination of interest and the manner of giving such notice and any conditions or contingencies as to the payment of interest in cash or otherwise, if any;

(5) the place or places where the principal of (and premium, if any) and interest on Debt Securities of the series shall be payable; the extent to which, or the manner in which, any interest payable on any Global Note on an Interest Payment Date will be paid, if other than in the manner provided in Section 3.07; the extent, if any, to which the provisions of the last sentence of Section 12.01 shall apply to the Debt Securities of the series; and the manner in which any principal of, or premium, if any, on, any Global Note will be paid, if other than as set forth elsewhere herein and whether any Global Note shall require any notation to evidence payment of principal or interest;

(6) the obligation, if any, of the Company to redeem, repay, purchase or offer to purchase Debt Securities of the series pursuant to any mandatory redemption, sinking fund or analogous provisions or at the option of the Holder thereof and the period or periods within which or the dates on which, the prices at which and the terms and conditions upon which Debt Securities of the series shall be redeemed, repaid, purchased or offered to be purchased, in whole or in part, pursuant to such obligation;

(7) the right, if any, of the Company to redeem Debt Securities, in whole or in part, at its option and the period or periods within which, or the date or dates on which, the price or prices at which, and the terms and conditions upon which Debt Securities of the series may be so redeemed;

(8) if other than denominations of $1,000 and any integral multiple thereof, the denominations in which any Registered Securities of the series shall be issuable, and if other than the denomination of $5,000, the denomination or denominations in which any Bearer Securities of the series shall be issuable;

(9) whether the Debt Securities of the series are to be issued as Discount Securities and the amount of discount with which such Debt Securities may be issued and, if other than the principal amount thereof, the portion of the principal amount of Debt Securities of the series which shall be payable upon declaration of acceleration of the Maturity thereof pursuant to Section 5.02;

(10) provisions, if any, for the defeasance of the Debt Securities of the series pursuant to the legal defeasance option (as defined in Section 15.01), or discharge of certain of the Company's obligations with respect thereto pursuant to the covenant defeasance option (as defined in Section 15.02);

(11) whether Debt Securities of the series are to be issued as Registered Securities or Bearer Securities or both, and, if Bearer Securities are issued, whether Coupons will be attached thereto, whether Bearer Securities of the series may be exchanged for Registered Securities of the series, as provided in Section 3.05(b) or otherwise, and the circumstances under which and the place or places at which any such exchanges, if permitted, may be made;

(12) whether provisions for payment of additional amounts or tax redemptions shall apply and, if such provisions shall apply, such provisions; and, if Bearer Securities of the series are to be issued, whether a procedure other than that set forth in Section 3.04(b) shall apply and, if so, such other procedure, and if the procedure set forth in Section 3.04(b) shall apply, the forms of certifications to be delivered under such procedure;

(13) if other than Dollars, the Foreign Currency or Currencies in which Debt Securities of the series shall be denominated or in which payment of the principal of (and/or premium, if any) and/or interest on the Debt Securities of the series may be made, and the particular provisions applicable thereto and, if applicable, the amount of Debt Securities of the series which entitles the Holder of a Debt Security of the series or its proxy to one vote for purposes of Section 9.05;

(14) if the principal of (and premium, if any) or interest on Debt Securities of the series are to be payable, at the election of the Company or a Holder thereof, in a Currency other than that in which the Debt Securities are denominated or payable without such election, in addition to or in lieu of the provisions of Section 3.10, the period or periods within which and the terms and conditions upon which such election may be made and the time and the manner of determining the exchange rate or rates between the Currency or Currencies in which the Debt Securities are denominated or payable without such election and the Currency or Currencies in which the Debt Securities are to be paid if such election is made;

(15) the date as of which any Debt Securities of the series shall be dated, if other than as set forth in Section 3.03;

(16) if the amount of payments of principal of (and premium, if any) or interest on the Debt Securities of the series may be determined with reference to an index, including, but not limited to, an index based on a Currency or Currencies other than that in which the Debt Securities are denominated or payable, or any other type of index, the manner in which such amounts shall be determined;

(17) if the Debt Securities of the series are denominated or payable in a Foreign Currency, any other terms concerning the payment of principal of (and premium, if any) or any interest on such Debt Securities (including the Currency or Currencies of payment thereof); and whether the provisions of Section 3.11 are established as terms of the Debt Securities of the series;

(18) the designation of the original Currency Determination Agent, if any;

(19) the applicable Overdue Rate, if any;

(20) if the Debt Securities of the series do not bear interest, the applicable dates for purposes of Section 7.01;

(21) any deletions from, modifications of or additions to any Events of Default or covenants provided for with respect to Debt Securities of the series, whether or not such Events of Default or covenants are consistent with the Events of Default or covenants set forth herein;

(22) if Bearer Securities of the series are to be issued, (x) whether interest in respect of any portion of a temporary Debt Security in global form (representing all of the Outstanding Bearer Securities of the series) payable in respect of any Interest Payment Date prior to the exchange of such temporary Debt Security for definitive Debt Securities of the series shall be paid to any clearing organization with respect to the portion of such temporary Debt Security held for its account and, in such event, the terms and conditions (including any certification requirements) upon which any such interest payment received by a clearing organization will be credited to the Persons entitled to interest payable on such Interest Payment Date, (y) the terms upon which interests in such temporary Debt Security in global form may be exchanged for interests in a permanent Global Note or for definitive Debt Securities of the series and the terms upon which interests in a permanent Global Note, if any, may be exchanged for definitive Debt Securities of the series and (z) the cities in which the Authorized Newspapers designated with respect to such series are published;

(23) whether the Debt Securities of the series shall be issued in whole or in part in the form of one or more Global Notes and, in such case, the U.S. Depositary or any Common Depositary for such Global Note or Notes; and if the Debt Securities of the series are issuable only as Registered Securities, the manner in which and the circumstances under which Global Notes representing Debt Securities of the series may be exchanged for Registered Securities in definitive form, if other than, or in addition to, the manner and circumstances specified in Section 3.04(c);

(24) the designation, if any, of the U.S. Depositary; and the designation of any trustees (other than the Trustee), depositaries, Authenticating Agents, Paying Agents, Security Registrars, or any other agents with respect to the Debt Securities of the series;

(25) if the Debt Securities of the series are to be issuable in definitive form (whether upon original issuance or upon exchange of a temporary Debt Security of such series) only upon receipt of certain certificates or other documents or satisfaction of other conditions, the form and terms of such certificates, documents or conditions;

(26) the Person to whom any interest on any Registered Security of the series shall be payable, if other than the Person in whose name that Registered Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, the manner in which, or the Person to whom, any interest on any Bearer Security of the series shall be payable, if otherwise than upon the presentation and surrender of the Coupons, if any, appertaining thereto as they severally mature, the extent to which, or the manner in which, any interest payable on a temporary Debt Security in global form on an Interest Payment Date will be paid if other than in any manner provided in Section 3.04 and the extent to which, or the manner in which, any interest payable on a permanent Debt Security in global form on an Interest Payment Date will be paid if other than in the manner provided in Section 3.07;

(27) the provisions, if any, granting special rights to the Holders of the Debt Securities of the series upon the occurrence of such events as may be specified; and

(28) any other terms or conditions relating to the series (which other terms shall not be inconsistent with the requirements of the Trust Indenture Act and the provisions of this Indenture).

All Debt Securities of any one series and Coupons, if any, shall be substantially identical to all other Debt Securities of such series except as to denomination, rate of interest, Stated Maturity and the date from which interest, if any, shall accrue, which, as set forth above, may be determined by the Company from time to time as to Debt Securities of a series if so provided in or established pursuant to the authority granted in a Board Resolution or in any such indenture supplemental hereto, and except as may otherwise be provided in or pursuant to such Board Resolution and (subject to Section 3.03) set forth in such Officers' Certificate, or in any such indenture supplemental hereto. All Debt Securities of any one series need not be issued at the same time, and unless otherwise provided, a series may be reopened for issuance of additional Debt Securities of such series.

If any of the terms of a series of Debt Securities is established in or pursuant to one or more Board Resolutions, such Board Resolutions shall be delivered to the Trustee at or prior to the delivery of the Officers' Certificate setting forth the terms of the series.

With respect to Debt Securities of a series offered in a Periodic Offering, the Board Resolution (or action taken pursuant thereto), Officer's Certificate or supplemental indenture referred to above may provide general terms or parameters for Debt Securities of such series and provide either that the specific terms of particular Debt Securities of such series shall be specified in a Company Order or that such terms shall be determined by the Company in accordance with other procedures specified in a Company Order as contemplated by the third paragraph of Section 3.03.

Section 3.02. Denominations.

Unless otherwise provided as contemplated by Section 3.01, with respect to any series of Debt Securities, any Registered Securities of a series, other than Registered Securities issued in global form (which may be of any denomination), shall be issuable in denominations of $1,000 and any integral multiple thereof and any Bearer Securities of a series, other than Bearer Securities issued in global form (which may be of any denomination), shall be issuable in the denomination of $5,000. Unless otherwise provided as contemplated by Section 3.01, the Debt Securities of any series shall be payable in Dollars.

Section 3.03. Execution, Authentication, Delivery and Dating.

The Debt Securities and the Coupons, if any, of any series shall be executed on behalf of the Company by its Chairman, a Vice Chairman, its President, one of its Vice Presidents or its Treasurer, under its corporate seal reproduced thereon and attested by its Secretary or one of its Assistant Secretaries. The signature of any of these officers may be manual or facsimile and may be printed or otherwise reproduced on the Debt Securities.

Debt Securities and Coupons bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Debt Securities and Coupons or did not hold such offices at the date of such Debt Securities and Coupons.

At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Debt Securities, with appropriate Coupons, if any, of any series, executed by the Company, to the Trustee for authentication, together with a Company Order for the authentication and delivery of such Debt Securities and Coupons, if any, and the Trustee in accordance with the Company Order shall authenticate and deliver such Debt Securities and Coupons; provided, however, that, in the case of Debt Securities offered in a Periodic Offering, the Trustee shall authenticate and deliver such Debt Securities from time to time in accordance with such other procedures (including, without limitation, the receipt by the Trustee of oral or electronic instructions from the Company or its duly authorized agents, promptly confirmed in writing) acceptable to the Trustee as may be specified by or pursuant to a Company Order delivered to the Trustee prior to the time of the first authentication of Debt Securities of such series; provided, further, that, in connection with its sale during the "restricted period" (as defined in Section 1.163-5(c)(2)(i)(D)(7) of the

United States Treasury Regulations), no Bearer Security shall be mailed or otherwise delivered to any location in the United States; and provided, further, that a Bearer Security (other than a temporary Global Note in bearer form) may be delivered outside the United States in connection with its original issuance only if the Person entitled to receive such Bearer Security shall have furnished to the Euro-clear Operator or to CEDEL a certificate substantially in the form set forth in Exhibit A to this Indenture. If any Debt Security shall be represented by a permanent Global Note, then, for purposes of this Section and Section 3.04, the notation of a beneficial owner's interest therein upon original issuance of such Debt Security or upon exchange of a portion of a temporary Global Note shall be deemed to be delivery in connection with the original issuance of such beneficial owner's interest in such permanent Global Note. Except as permitted by Section 3.06 or 3.07, the Trustee shall not authenticate and deliver any Bearer Security unless all Coupons, if any, for interest then matured have been detached and cancelled.

The Trustee shall be entitled to receive, and (subject to Section 6.01) shall be fully protected in relying upon, prior to the authentication and delivery of the Debt Securities and Coupons, if any, of such series, (i) the supplemental indenture or the Board Resolutions and, if applicable, Officers' Certificate by or pursuant to which the form and terms of such Debt Securities and Coupons, if any, have been approved, (ii) the Company Order for the authentication and delivery of the Debt Securities and Coupons, if any, of such series, and (iii) an Opinion of Counsel substantially to the effect that:

(1) the form or forms of such Debt Securities and Coupons, if any, have been established in conformity with the provisions of this Indenture and the terms of such Debt Securities and Coupons, if any, have been, or in the case of Debt Securities offered in a Periodic Offering, will be, established in conformity with the provisions of this Indenture, subject, in the case of Debt Securities of a series offered in a Periodic Offering, to any conditions specified in such Opinion of Counsel;

(2) in the event that the forms or terms of such Debt Securities and Coupons, if any, have been established in a supplemental indenture, the execution and delivery of such supplemental indenture has been duly authorized by all necessary corporate action of the Company, such supplemental indenture has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery by the Trustee, is a valid and binding obligation enforceable against the Company in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing;

(3) the execution and delivery of such Debt Securities and Coupons, if any, have been duly authorized by all necessary corporate action of the Company and such Debt Securities and Coupons, if any, have been duly executed by the Company and, assuming due authentication by the Trustee and delivery by the Company, are valid and binding obligations enforceable against the Company in accordance with their terms, entitled to the benefit of the Indenture, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing and subject to such other reasonable exceptions as counsel shall request and as to which the Trustee shall not reasonably object; and

(4) the amount of Debt Securities Outstanding of such series, together with the amount of such Debt Securities, does not exceed any limit established under Section 6.01 on the amount of Debt Securities of such series that may be authenticated and delivered.

Notwithstanding the provisions of Section 3.01 and of the two preceding paragraphs, if all Debt Securities of a series are not to be originally issued at one time, it shall not be necessary to deliver the Officer's Certificate otherwise required pursuant to Section 3.01 or the Company Order and Opinion of Counsel otherwise required pursuant to such preceding paragraphs at or prior to the time of authentication of each Debt Security of such series if such documents are delivered at or prior to the authentication upon original issuance of the first Debt Security of such series to be issued.

With respect to Debt Securities of a series offered in a Periodic Offering, the Trustee may rely, as to the authorization by the Company of any of such Debt Securities, the form and terms thereof and the legality, validity, binding effect and enforceability thereof, upon the Opinion of Counsel and the other documents delivered pursuant to Sections 2.01 and 3.01 and this Section, as applicable, in connection with the first authentication of Debt Securities of such series.

The Trustee shall not be required to authenticate such Debt Securities and Coupons, if any, if the issuance of such Debt Securities and Coupons, if any, pursuant to this Indenture will affect the Trustee's own rights, duties or immunities under the Debt Securities, the Coupons, if any, and this Indenture or otherwise in a manner which is not reasonably acceptable to the Trustee.

Each Registered Security shall be dated the date of its authentication. Each Bearer Security (including any temporary or permanent or other definitive Bearer Security in global form) shall be dated as of the date of original issuance of the first Debt Security of such series to be issued, except as otherwise provided pursuant to Section 3.01 with respect to the Bearer Securities of any series.

No Debt Security shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Debt Security a certificate of authentication substantially in one of the forms provided for herein duly executed by the Trustee or by an Authenticating Agent, and such certificate upon any Debt Security shall be conclusive evidence, and the only evidence, that such Debt Security has been duly authenticated and delivered hereunder and is entitled to the benefits of this Indenture. No Coupon shall be entitled to the benefits of this Indenture or shall be valid and obligatory for any purpose until the certificate of authentication on the Debt Security to which such Coupon appertains shall have been duly executed by the Trustee or by an Authenticating Agent. Notwithstanding the foregoing, if any Debt Security shall have been duly authenticated and delivered hereunder but never issued and sold by the Company, and the Company shall deliver such Debt Security to the Trustee for cancellation as provided in Section 3.08 together with an Officers' Certificate or Company Request or Order (which need not otherwise comply with Section 1.02) stating that such Debt Security has never been issued and sold by the Company, for all purposes of this Indenture such Debt Security shall be deemed never to have been authenticated and delivered hereunder and shall never be entitled to the benefits of this Indenture.

Section 3.04. Temporary Debt Securities; Exchange of Temporary Global Notes for Definitive Bearer Securities; Global Notes Representing Registered Securities.

(a) Pending the preparation of definitive Registered Securities of any series, the Company may execute, and upon receipt of the documents required by Section 3.03, if any, together with a Company Order, the Trustee shall authenticate and deliver, temporary Registered Securities which are printed, lithographed, typewritten, mimeographed or otherwise produced, in each case in form reasonably satisfactory to the Trustee, in any authorized denomination for Registered Securities of such series, substantially of the tenor of the definitive Registered Securities in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Registered Securities may determine in concurrence with the Trustee (which concurrence shall not be unreasonably withheld), as conclusively evidenced by their execution of such Registered Securities. Every such temporary Registered Security shall be executed by the Company and shall be authenticated and delivered by the Trustee upon the same conditions and in substantially the same manner, and with the same effect, as the definitive Registered Securities in lieu of which they are issued. In the case of any series issuable as Bearer Securities, such temporary Debt Securities may be in global form, representing such of the Outstanding Debt Securities of such series as shall be specified therein.

Except in the case of temporary Debt Securities in global form (which shall be exchanged in accordance with the provisions of the following paragraphs), if temporary Debt Securities of any series are issued, the Company will cause definitive Debt Securities of such series to be prepared without unreasonable delay. After the preparation of definitive Debt Securities of such series, the temporary Debt Securities of such series shall be exchangeable for definitive Debt Securities of such series, of a like Stated Maturity and with like terms and provisions, upon surrender of the temporary Debt Securities of such series at the office or agency of the Company in a Place of Payment for such series, without charge to the Holder, except as provided in Section 3.05 in connection with a transfer. Upon surrender for cancellation of any one or more temporary Debt

Securities of any series (accompanied by any unmatured Coupons), the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Debt Securities of the same series of authorized denominations and of a like Stated Maturity and like terms and provisions; provided, however, that no definitive Bearer Security shall be delivered in exchange for a temporary Registered Security; and provided, further, that a definitive Bearer Security (including a permanent Bearer Security in global form) shall be delivered in exchange for a temporary Bearer Security only in compliance with the conditions set forth in Section 3.03. Until so exchanged, the temporary Registered Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Registered Securities of such series.

(b) Unless otherwise permitted in or pursuant to the applicable Board Resolution, all Bearer Securities of a series shall be initially issued in the form of a single temporary Bearer Security in global form (a "temporary Global Note"). The Company shall execute, and upon Company Order the Trustee shall authenticate, any temporary Global Note and any permanent Bearer Security in global form (as described below, a "permanent Global Note") upon the same conditions and in substantially the same manner, and with the same effect, as definitive Bearer Securities, and the temporary or permanent Global Note, as the case may be, shall, unless otherwise specified therein, be delivered by the Trustee to the London office of a depositary or common depositary (the "Common Depositary"), for the benefit of the Euro-clear Operator or CEDEL, as the case may be, for credit to the account of the Company (in the case of sales of Bearer Securities by the Company directly to investors) or the managing underwriter (in the case of sales of Bearer Securities by the Company to underwriters) or such other accounts as the Company or the managing underwriter, respectively, may direct.

On or after the date specified in or determined pursuant to the terms of any temporary Global Note which (subject to any applicable laws and regulations) shall be at least 40 days after the issue date of a temporary Global Note (the "Exchange Date"), the Debt Securities represented by such temporary Global Note may be exchanged for definitive Debt Securities (subject to the second succeeding paragraph) or Debt Securities to be represented thereafter by one or more permanent Global Notes in definitive form without Coupons. On or after the Exchange Date, such temporary Global Note shall be surrendered by the Common Depositary to the Trustee (or such other agent as is specified for the purpose pursuant to Section 3.01), as the Company's agent for such purpose at such place specified outside the United States pursuant to Section 3.01 and following such surrender, the Trustee (or such other agent) shall (1) endorse the temporary Global Note to reflect the reduction of its principal amount by an equal aggregate principal amount of such Debt Security, (2) endorse the applicable permanent Global Note, if any, to reflect the initial amount, or an increase in the amount of Debt Securities represented thereby, (3) manually authenticate such definitive Debt Securities (including any permanent Global Note), (4) deliver such definitive Debt Securities to the Holders thereof or, if such definitive Debt Security is a permanent Global Note, deliver such permanent Global Note to the Common Depositary to be held outside the United States for the accounts of the Euro-clear Operator or CEDEL, as the case may be, for credit to the respective accounts at Euro-clear Operator or CEDEL, as the case may be, designated by or on behalf of the beneficial owners of such Debt Securities (or to such other accounts as they may direct) and (5) redeliver such temporary Global Note to the Common Depositary, unless such temporary Global Note shall have been cancelled in accordance with Section 3.08 hereof; provided, however, that, unless otherwise specified in such temporary Global Note, upon such presentation by the Common Depositary, such temporary Global Note shall be accompanied by a certificate dated the Exchange Date or a subsequent date and signed by the Euro-clear Operator, as to the portion of such temporary Global Note held for its account then to be exchanged for definitive Debt Securities (including any permanent Global Note), and a certificate dated the Exchange Date or a subsequent date and signed by CEDEL, as to the portion of such temporary Global Note held for its account then to be exchanged for definitive Debt Securities (including any permanent Global Note), each substantially in the form set forth in Exhibit B to this Indenture. Each certificate substantially in the form of Exhibit B hereto of the Euro-clear Operator or CEDEL, as the case may be, shall be based on certificates of the account holders listed in the records of the Euro-clear Operator or CEDEL, as the case may be, as being entitled to all or any portion of the applicable temporary Global Note. An account holder of the Euro-clear Operator or CEDEL, as the case may be, desiring to effect the exchange of an interest in a temporary Global Note for an interest in definitive Debt Securities (including any permanent

Global Note) shall instruct the Euro-clear Operator or CEDEL, as the case may be, to request such exchange on its behalf and shall deliver to the Euro-clear Operator or CEDEL, as the case may be, a certificate substantially in the form of Exhibit A hereto and dated no earlier than 10 days prior to the Exchange Date. Until so exchanged, temporary Global Notes shall in all respects be entitled to the same benefits under this Indenture as definitive Debt Securities (including any permanent Global Note) of the same series authenticated and delivered hereunder, except as to payment of interest, if any.

On or prior to the Exchange Date, the Company shall deliver to the Trustee (or such other agent as may be specified for such purpose pursuant to Section 3.01) definitive Debt Securities in an aggregate principal amount equal to the principal amount of such temporary Global Note, executed by the Company. At any time, on or after the Exchange Date, upon 30 days' notice to the Trustee (and such other agent as may be specified for such purpose pursuant to Section 3.01) by the Euro-clear Operator or CEDEL, as the case may be, acting at the request of or on behalf of the beneficial owner, a Debt Security represented by a temporary Global Note or a permanent Global Note, as the case may be, may be exchanged, in whole or from time to time in part, for definitive Debt Securities without charge and the Trustee (or such agent) shall authenticate and deliver, in exchange for each portion of such temporary Global Note or such permanent Global Note, an equal aggregate principal amount of definitive Debt Securities of the same series of authorized denominations and of a like Stated Maturity and with like terms and conditions, as the portion of such temporary Global Note or such permanent Global Note to be exchanged, which, unless the Debt Securities of the series are not issuable both as Bearer Securities and as Registered Securities, as contemplated by Section 3.01, shall be in the form of Bearer Securities or Registered Securities, or any combination thereof, as shall be specified by the beneficial owner thereof; provided, however, that definitive Bearer Securities shall be delivered in exchange for a portion of the temporary Global Note or the permanent Global Note only in compliance with the requirements of the second preceding paragraph. On or prior to the forty-fifth day following receipt by the Trustee (and such agent as may be specified as the Company's agent for such purpose pursuant to Section 3.01) of such notice with respect to a Debt Security, or, if such day is not a Business Day, the next succeeding Business Day, the temporary Global Note or the permanent Global Note, as the case may be, shall be surrendered by the Common Depositary to the Trustee (or such other agent as may be specified as the Company's agent for such purpose pursuant to Section 3.01), as the Company's agent for such purpose, to be exchanged, in whole or from time to time in part, for definitive Debt Securities without charge following such surrender, upon the request of the Euro-clear Operator or CEDEL, as the case may be, and the Trustee (or such agent) shall (1) endorse the applicable temporary Global Note or the permanent Global Note to reflect the reduction of its principal amount by the aggregate principal amount of such Debt Security, (2) cause the terms of such Debt Security and Coupons, if any, to be entered on a definitive Debt Security, (3) manually authenticate such definitive Debt Security, and (4) if a Bearer Security is to be delivered, deliver such definitive Debt Security outside the United States to the Euro-clear Operator or CEDEL, as the case may be, for or on behalf of the beneficial owner thereof, in exchange for a portion of such temporary Global Note or the permanent Global Note.

Unless otherwise specified in such temporary Global Note or the permanent Global Note, any such exchange shall be made free of charge to the beneficial owners of such temporary Global Note or the permanent Global Note, except that a Person receiving definitive Debt Securities must bear the cost of insurance, postage, transportation and the like in the event that such Person does not take delivery of such definitive Debt Securities in person at the offices of the Euro-clear Operator or CEDEL. Definitive Debt Securities in bearer form to be delivered in exchange for any portion of a temporary Global Note or the permanent Global Note shall be delivered only outside the United States. Notwithstanding the foregoing, in the event of redemption or acceleration of all or any part of a temporary Global Note prior to the Exchange Date, a permanent Global Note or definitive Bearer Securities, as the case may be, will not be issuable in respect of such temporary Global Note or such portion thereof, and payment thereon will instead be made as provided in such temporary Global Note.

Until exchanged in full as hereinabove provided, any temporary Global Note or the permanent Global Note shall in all respects be entitled to the same benefits under this Indenture as definitive Debt Securities of the same series and tenor authenticated and delivered hereunder, except that, unless otherwise specified as

contemplated by Section 3.01, interest payable on such temporary Global Note on an Interest Payment Date for Debt Securities of such series occurring prior to the applicable Exchange Date shall be payable to the Euro-clear Operator or CEDEL on such Interest Payment Date upon delivery by the Euro-clear Operator or CEDEL to the Trustee of a certificate or certificates substantially in the form set forth in Exhibit B to this Indenture, for credit without further interest on or after such Interest Payment Date to the respective accounts of the Persons who are the beneficial owners of such temporary Global Note on such Interest Payment Date and who have each delivered to the Euro-clear Operator or CEDEL, as the case may be, a certificate substantially in the form set forth in Exhibit A to this Indenture.

Any definitive Bearer Security authenticated and delivered by the Trustee in exchange for a portion of a temporary Global Note or the permanent Global Note shall not bear a Coupon for any interest which shall theretofore have been duly paid by the Trustee to the Euro-clear Operator or CEDEL, or by the Company to the Trustee in accordance with the provisions of this Section 3.04.

With respect to Exhibits A and B to this Indenture, the Company may, in its discretion and if required or desirable under applicable law, substitute one or more other forms of such Exhibits for such Exhibits, eliminate the requirement that any or all certificates be provided, or change the time that any certificate may be required, provided that such substitute form or forms or notice of elimination or change of such certification requirement have theretofore been delivered to the Trustee (and any agent of the Company appointed pursuant to Section 3.01 and referred to above) with a Company Request and such form or forms, elimination or change is reasonably acceptable to the Trustee (and any such agent).

(c) If the Company shall establish pursuant to Section 3.01 that the Registered Securities of a series are to be issued in whole or in part in the form of one or more Global Notes, then the Company shall execute and the Trustee shall, in accordance with Section 3.03 and the Company Order with respect to such series, authenticate and deliver one or more Global Notes in temporary or permanent form that (i) shall represent and shall be denominated in an amount equal to the aggregate principal amount of the Outstanding Debt Securities of such series to be represented by one or more Global Notes, (ii) shall be registered in the name of the U.S. Depositary for such Global Note or Notes or the nominee of such depositary, and (iii) shall bear a legend substantially to the following effect: "This Debt Security may not be transferred except as a whole by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary, unless and until this Debt Security is exchanged in whole or in part for Debt Securities in definitive form."

Notwithstanding any other provision of this Section or Section 3.05, unless and until it is exchanged in whole or in part for Registered Securities in definitive form, a Global Note representing all or a portion of the Registered Securities of a series may not be transferred except as a whole by the U.S. Depositary for such series to a nominee of such depositary or by a nominee of such depositary to such depositary or another nominee of such depositary or by such depositary or any such nominee to a successor U.S. Depositary for such series or a nominee of such successor depositary.

If at any time the U.S. Depositary for the Debt Securities of a series notifies the Company that it is unwilling or unable to continue as U.S. Depositary for the Debt Securities of such series or if at any time the U.S. Depositary for Debt Securities of a series shall no longer be a clearing agency registered and in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation, the Company shall appoint a successor U.S. Depositary with respect to the Debt Securities of such series. If a successor U.S. Depositary for the Debt Securities of such series is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such condition, the Company will execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of definitive Debt Securities of such series, will authenticate and deliver, Registered Securities of such series in definitive form in an aggregate principal amount equal to the principal amount of the Global Note or Notes representing such series in exchange for such Global Note or Notes.

The Company may at any time and in its sole discretion determine that the Registered Securities of any series issued in the form of one or more Global Notes shall no longer be represented by such Global Note or

Notes. In such event, the Company will execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of definitive Debt Securities of such series, will authenticate and deliver, Registered Securities of such series in definitive form and in an aggregate principal amount equal to the principal amount of the Global Note or Notes representing such series in exchange for such Global Note or Notes.

If the Registered Securities of any series shall have been issued in the form of one or more Global Notes and if an Event of Default with respect to the Debt Securities of such series shall have occurred and be continuing, the Company will promptly execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of definitive Debt Securities of such series, will authenticate and deliver, Registered Securities of such series in definitive form and in an aggregate principal amount equal to the principal amount of the Global Note or Notes representing such series in exchange for such Global Note or Notes.

If specified by the Company pursuant to Section 3.01 with respect to Registered Securities of a series, the U.S. Depositary for such series of Registered Securities may surrender a Global Note for such series of Debt Securities in exchange in whole or in part for Registered Securities of such series in definitive form on such terms as are acceptable to the Company and such depositary. Thereupon, the Company shall execute and the Trustee shall authenticate and deliver, without charge:

(i) to each Person specified by the U.S. Depositary a new Registered Security or Securities of the same series, of any authorized denomination as requested by such Person in an aggregate principal amount equal to and in exchange for such Person's beneficial interest in the Global Note; and

(ii) to the U.S. Depositary a new Global Note in a denomination equal to the difference, if any, between the principal amount of the surrendered Global Note and the aggregate principal amount of Registered Securities delivered to Holders thereof.

Upon the exchange of a Global Note for Registered Securities in definitive form, such Global Note shall be cancelled by the Trustee. Debt Securities issued in exchange for a Global Note pursuant to this subsection (c) shall be registered in such names and in such authorized denominations as the U.S. Depositary for such Global Note, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee shall deliver such Debt Securities to the Persons in whose names such Debt Securities are so registered.

Section 3.05. Registration, Transfer and Exchange.

(a) The Company shall cause to be kept at the Corporate Trust Office of the Trustee a register (the registers maintained in such office and in any other office or agency of the Company in a Place of Payment being herein sometimes collectively referred to as the "Security Register") in which, subject to such reasonable regulations as it may prescribe and to which the Trustee shall not have reasonably objected, the Company shall provide for the registration of Registered Securities and of transfers and exchanges of Registered Securities. The Trustee is hereby appointed "Security Registrar" for the purpose of registering Registered Securities and registering transfers and exchanges of Registered Securities as herein provided; provided, however, that the Company may appoint co-Security Registrars so long as there is no more than one Security Registrar for each series of Debt Securities.

Upon surrender for registration of transfer of any Registered Security of any series at the office or agency of the Company maintained for such purpose, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee, one or more new Registered Securities of the same series of like aggregate principal amount of such denominations as are authorized for Registered Securities of such series and of a like Stated Maturity and with like terms and conditions.

Except as otherwise provided in Section 3.04 and this Section 3.05, at the option of the Holder, Registered Securities of any series may be exchanged for other Registered Securities of the same series of like aggregate principal amount and of a like Stated Maturity and with like terms and conditions, upon surrender of the Registered Securities to be exchanged at such office or agency. Whenever any Registered Securities are surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Registered Securities which the Holder making the exchange is entitled to receive.

(b) If and to the extent permitted in or pursuant to the applicable Board Resolution, the provisions of this Section 3.05(b) shall be applicable to Bearer Securities. At the option of the Holder thereof, to the extent permitted by law, any Bearer Security of any series which by its terms is registrable as to principal and interest may be exchanged for a Registered Security of such series of like aggregate principal amount and of a like Stated Maturity and with like terms and conditions upon surrender of such Bearer Security at the Corporate Trust Office or at any other office or agency of the Company designated pursuant to Section 3.01 for the purpose of making any such exchanges. Any Coupon Security surrendered for exchange shall be surrendered with all unmatured Coupons and any matured Coupons in default attached thereto. If the Holder of a Bearer Security is unable to produce any such unmatured Coupon or Coupons or matured Coupon or Coupons in default, such exchange may be effected if the Bearer Securities are accompanied by payment in funds acceptable to the Company in an amount equal to the face amount of such missing Coupon or Coupons, or the surrender of such missing Coupon or Coupons may be waived by the Company and the Trustee if there is furnished to them such security or indemnity as they may require to save each of them and any Paying Agent harmless. If thereafter the Holder of such Bearer Security shall surrender to any Paying Agent any such missing Coupon in respect of which such a payment shall have been made, such Holder shall be entitled to receive the amount of such payment; provided, however, that except as otherwise provided in Section 12.03, interest represented by Coupons shall be payable only upon presentation and surrender of those Coupons at an office or agency located outside the United States. Notwithstanding the foregoing, in case a Bearer Security of any series is surrendered at any such office or agency in exchange for a Registered Security of the same series and of a like Stated Maturity and with like terms and conditions after the close of business at such office or agency on (i) any Regular Record Date and before the opening of business at such office or agency on the relevant Interest Payment Date, or (ii) any Special Record Date and before the opening of business at such office or agency on the related proposed date for payment of Defaulted Interest, such Bearer Security shall be surrendered without the Coupon relating to such Interest Payment Date or proposed date for payment, as the case may be (or, if such Coupon is so surrendered with such Bearer Security, such Coupon shall be returned to the Person so surrendering the Bearer Security), and interest or Defaulted Interest, as the case may be, will not be payable on such Interest Payment Date or proposed date for payment, as the case may be, in respect of the Registered Security issued in exchange for such Bearer Security, but will be payable only to the Holder of such Coupon when due in accordance with the provisions of this Indenture. The Company shall execute, and the Trustee shall authenticate and deliver, the Registered Security or Securities which the Holder making the exchange is entitled to receive.

Notwithstanding the foregoing, the exchange of Bearer Securities for Registered Securities will be subject to the provisions of United States income tax laws and regulations applicable to Debt Securities in effect at the time of such exchange.

(c) Except as otherwise specified pursuant to Section 3.01, in no event may Registered Securities, including Registered Securities received in exchange for Bearer Securities, be exchanged for Bearer Securities.

(d) All Debt Securities issued upon any registration of transfer or exchange of Debt Securities shall be valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Debt Securities surrendered for such registration of transfer or exchange.

Every Registered Security presented or surrendered for registration of transfer or exchange shall (if so required by the Company or the Trustee) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Trustee, duly executed, by the Holder thereof or his attorney duly authorized in writing.

No service charge will be payable by the Holder for any registration of transfer or exchange of Debt Securities except as provided in Section 3.04(b) or 3.06. The Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Debt Securities, other than those expressly provided in this Indenture to be made at the Company's own expense or without expense or without charge to the Holders.

The Company shall not be required (i) to register the transfer of or exchange Debt Securities of any series during a period beginning at the opening of business 15 days before the day of the transmission of a notice of redemption of Debt Securities of such series selected for redemption under Section 13.03 and ending at the close of business on the day of such transmission, or (ii) to register the transfer of or exchange any Debt Security so selected for redemption in whole or in part, except the unredeemed portion of any Debt Security being redeemed in part.

Section 3.06. Mutilated, Destroyed, Lost and Stolen Debt Securities.

If (i) any mutilated Debt Security or any mutilated Coupon with the Coupon Security to which it appertains (and all unmatured Coupons attached thereto) is surrendered to the Trustee, or (ii) the Company and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Debt Security or any Coupon, and there is delivered to the Company and the Trustee such security or indemnity as may be required by them to save each of them and any Paying Agent harmless, and neither the Company nor the Trustee receives notice that such Debt Security or Coupon has been acquired by a bona fide purchaser, then the Company shall execute and upon Company Request the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Debt Security or in exchange for the Coupon Security to which such mutilated, destroyed, lost or stolen Coupon appertained, a new Debt Security of the same series of like Stated Maturity and with like terms and conditions and like principal amount, bearing a number not contemporaneously Outstanding, and, in the case of a Coupon Security, with such Coupons attached thereto that neither gain nor loss in interest shall result from such exchange or substitution.

In case any such mutilated, destroyed, lost or stolen Debt Security or Coupon has become due and payable, the Company in its discretion may, instead of issuing a new Debt Security, pay the amount due on such Debt Security or Coupon in accordance with its terms; provided, however, that principal of (and premium, if any) and any interest on Bearer Securities shall, except as otherwise provided in Section 12.03, be payable only at an office or agency located outside the United States and, unless otherwise specified as contemplated by Section 3.01 or except as otherwise provided in this Section 3.06, any interest on Bearer Securities shall be payable only upon presentation and surrender of the Coupons appertaining thereto.

Upon the issuance of any new Debt Security under this Section 3.06, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in respect thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Debt Security or Coupon of any series issued pursuant to this Section shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Debt Security or Coupon shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Debt Securities or Coupons of that series duly issued hereunder.

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

Section 3.07. Payment of Interest; Interest Rights Preserved.

(a) Unless otherwise specified or contemplated by Section 3.01 with respect to the Debt Securities of any series, interest on any Registered Security which is payable and is punctually paid or duly provided for on any Interest Payment Date shall be paid to the Person in whose name such Registered Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest notwithstanding the cancellation of such Registered Security upon any registration of transfer or exchange subsequent to the Regular Record Date. Unless otherwise specified as contemplated by Section 3.01 with respect to the Debt Securities of any series, payment of interest on Registered Securities shall be made at the place or places specified pursuant to Section 3.01 or, at the option of the Company, by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or, if provided pursuant to Section 3.01, by wire transfer to an account designated by the Registered Holder.

(b) Interest on any Coupon Security which is payable and is punctually paid or duly provided for on any Interest Payment Date shall be paid to the Holder of the Coupon which has matured on such Interest Payment Date upon surrender of such Coupon on such Interest Payment Date at an office or agency of the Company in a Place of Payment located outside the United States specified pursuant to Section 3.01.

Interest on any Bearer Security (other than a Coupon Security) which is payable and is punctually paid or duly provided for on any Interest Payment Date shall be paid to the Holder of the Bearer Security upon presentation of such Bearer Security and notation thereon on such Interest Payment Date at such Place of Payment outside the United States specified pursuant to Section 3.01.

Unless otherwise specified pursuant to Section 3.01, at the direction of the Holder of any Bearer Security or Coupon payable in Dollars, payment on such Bearer Security or Coupon will be made upon presentation of such Bearer Security or Coupon, by check drawn on a bank in The City of New York or, if agreeable to the Trustee, by wire transfer to a Dollar account maintained by such Holder outside the United States. If such payment at the offices of all Paying Agents outside the United States becomes illegal or is effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in Dollars, the Company will appoint an office or agent in the United States at which such payment may be made. Unless otherwise specified pursuant to Section 3.01, at the direction of the Holder of any Bearer Security or Coupon payable in a Foreign Currency, payment on such Bearer Security or Coupon will be made, upon presentation of such Bearer Security or Coupon, by a check drawn on a bank outside the United States or by wire transfer to an appropriate account maintained by such Holder outside the United States. Except as provided in this paragraph, no payment on any Bearer Security or Coupon will be made by mail to an address in the United States or by wire transfer to an account in the United States.

(c) Any interest on any Debt Security which is payable but is not punctually paid or duly provided for on any Interest Payment Date (herein called "Defaulted Interest") shall, if such Debt Security is a Registered Security, forthwith cease to be payable to the Registered Holder on the relevant Regular Record Date by virtue of his having been such Registered Holder, and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in clause (1) or (2) below:

(1) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names such Registered Securities (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each such Registered Security and the date of the proposed payment, and at the same time the Company shall deposit with the Trustee an amount of money in the Currency or Currency unit in which the Debt Securities of such series are payable (except as otherwise specified pursuant to Section 3.01 or 3.10) equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than 30 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to the Holders of such Registered Securities at their addresses as they appear in the Security Register, not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names such Registered Securities (or their respective Predecessor Securities) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following clause (2).

(2) The Company may make payment of any Defaulted Interest on Registered Securities in any other lawful manner not inconsistent with the requirements of any securities exchange on which such

Registered Securities may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Trustee.

(d) Any Defaulted Interest payable in respect of Bearer Securities of any series shall be payable pursuant to such procedures as may be satisfactory to the Trustee in such manner that there is no discrimination between the Holders of Registered Securities (if any) and Bearer Securities of such series, and notice of the payment date therefor shall be given by the Trustee, in the name and at the expense of the Company, in the manner provided in Section 1.05 not more than 30 days and not less than 10 days prior to the date of the proposed payment.

(e) Subject to the foregoing provisions of this Section 3.07, each Debt Security delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Debt Security shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Debt Security.

Section 3.08. Cancellation.

Unless otherwise specified pursuant to Section 3.01 for Debt Securities of any series, all Debt Securities surrendered for payment, redemption, registration of transfer, exchange or credit against any sinking fund and all Coupons surrendered for payment or exchange shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee. All Registered Securities and matured Coupons so delivered shall be promptly cancelled by the Trustee. All Bearer Securities and unmatured Coupons so delivered shall be promptly cancelled by the Trustee. The Company may at any time deliver to the Trustee for cancellation any Debt Securities or Coupons previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and may deliver to the Trustee (or to any other Person for delivery to the Trustee) for cancellation any Debt Securities previously authenticated hereunder which the Company has not issued, and all Debt Securities or Coupons so delivered shall be promptly cancelled by the Trustee. No Debt Securities or Coupons shall be authenticated in lieu of or in exchange for any Debt Securities or Coupons cancelled as provided in this Section 3.08, except as expressly permitted by this Indenture. All cancelled Debt Securities and Coupons held by the Trustee shall be destroyed unless the Company by a Company Order directs that cancelled Debt Securities and Coupons held by the Trustee be delivered to the Company. The acquisition of any Debt Securities or Coupons by the Company shall not operate as a redemption or satisfaction of the indebtedness represented thereby unless and until such Debt Securities or Coupons are surrendered to the Trustee for cancellation. In the case of any temporary Global Note which shall be destroyed if the entire aggregate principal amount of the Debt Securities represented thereby has been exchanged, the certificate of destruction shall state that all certificates required pursuant to Section 3.04 hereof and substantially in the form of Exhibit B hereto, to be given by the Euro-clear Operator or CEDEL, have been duly presented to the Trustee by the Euro-clear Operator or CEDEL, as the case may be. Permanent Global Notes shall not be destroyed until exchanged in full for definitive Debt Securities or until payment thereon is made in full.

Section 3.09. Computation of Interest.

Except as otherwise specified pursuant to Section 3.01 for Debt Securities of any series, interest on the Debt Securities of each series shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.10. Currency of Payments in Respect of Debt Securities.

(a) Except as otherwise specified pursuant to Section 3.01 for Bearer Securities of any series, payment of the principal of (and premium, if any) and interest on Bearer Securities of such series denominated in any Currency will be made in such Currency.

(b) With respect to Registered Securities of any series not permitting the election provided for in paragraph (c) below or the Holders of which have not made the election provided for in paragraph (c) below, except as provided in paragraph (e) below, payment of the principal of (and premium, if any) and any interest on any Registered Security of such series will be made in the Currency in which such Registered Security is payable.

(c) It may be provided pursuant to Section 3.01 with respect to the Registered Securities of any series that Holders shall have the option, subject to paragraphs (e) and (f) below, to receive payments of principal of (and premium, if any) and any interest on such Registered Securities in any of the Currencies which may be designated for such election by delivering to the Trustee a written election, to be in form and substance reasonably satisfactory to the Trustee, not later than the close of business on the Election Date immediately preceding the applicable payment date. If a Holder so elects to receive such payments in any such Currency, such election will remain in effect for such Holder or any transferee of such Holder until changed by such Holder or such transferee by written notice to the Trustee (but any such change must be made not later than the close of business on the Election Date immediately preceding the next payment date to be effective for the payment to be made on such payment date and no such change or election may be made with respect to payments to be made on any Registered Security of such series with respect to which an Event of Default has occurred or notice of redemption has been given by the Company pursuant to Article Thirteen). Any Holder of any such Registered Security who shall not have delivered any such election to the Trustee by the close of business on the applicable Election Date will be paid the amount due on the applicable payment date in the relevant Currency as provided in paragraph (b) of this Section 3.10.

(d) If the election referred to in paragraph (c) above has been provided for pursuant to Section 3.01, then not later than the fourth Business Day after the Election Date for each payment date, the Trustee will deliver to the Company a written notice specifying, in the Currency in which each series of the Registered Securities is payable, the respective aggregate amounts of principal of (and premium, if any) and any interest on the Registered Securities to be paid on such payment date, specifying the amounts so payable in respect of the Registered Securities as to which the Holders of Registered Securities denominated in any Currency shall have elected to be paid in another Currency as provided in paragraph (c) above. If the election referred to in paragraph (c) above has been provided for pursuant to Section 3.01 and if at least one Holder has made such election, then, on the second Business Day preceding each payment date, the Company will deliver to the Trustee an Exchange Rate Officer's Certificate in respect of the Currency payments to be made on such payment date. The Currency amount receivable by Holders of Registered Securities who have elected payment in a Currency as provided in paragraph (c) above shall be determined by the Company on the basis of the applicable Market Exchange Rate in effect on the third Business Day (the "Valuation Date") immediately preceding each payment date.

(e) If a Conversion Event occurs with respect to a Foreign Currency, the ECU or any other Currency unit in which any of the Debt Securities are denominated or payable other than pursuant to an election provided for pursuant to paragraph (c) above, then with respect to each date for the payment of principal of (and premium, if any) and any interest on the applicable Debt Securities denominated or payable in such Foreign Currency, the ECU or such other Currency unit occurring after the last date on which such Foreign Currency, the ECU or such other Currency unit was used (the "Conversion Date"), the Dollar shall be the Currency of payment for use on each such payment date. The Dollar amount to be paid by the Company to the Trustee and by the Trustee or any Paying Agent to the Holders of such Debt Securities with respect to such payment date shall be the Dollar Equivalent of the Foreign Currency or, in the case of a Currency unit, the Dollar Equivalent of the Currency unit, in each case as determined by the Currency Determination Agent, if any, in the manner provided in paragraph (g) or (h) below.

(f) If the Holder of a Registered Security denominated in any Currency shall have elected to be paid in another Currency as provided in paragraph (c) above, and a Conversion Event occurs with respect to such elected Currency, such Holder shall receive payment in the Currency in which payment would have been made in the absence of such election. If a Conversion Event occurs with respect to the Currency in which payment would have been made in the absence of such election, such Holder shall receive payment in Dollars as provided in paragraph (e) of this Section 3.10.

(g) The "Dollar Equivalent of the Foreign Currency" shall be determined by the Currency Determination Agent, if any, and shall be obtained for each subsequent payment date by converting the specified Foreign Currency into Dollars at the Market Exchange Rate on the Conversion Date.

(h) The "Dollar Equivalent of the Currency unit" shall be determined by the Currency Determination Agent, if any, and subject to the provisions of paragraph (i) below, shall be the sum of each amount obtained by converting the Specified Amount of each Component Currency into Dollars at the Market Exchange Rate for such Component Currency on the Valuation Date with respect to each payment.

(i) For purposes of this Section 3.10 the following terms shall have the following meanings:

A "Component Currency" shall mean any Currency which, on the Conversion Date, was a component Currency of the relevant Currency unit, including, but not limited to, the ECU.

A "Specified Amount" of a Component Currency shall mean the number of units of such Component Currency or fractions thereof which were represented in the relevant Currency unit, including, but not limited to, the ECU, on the Conversion Date. If after the Conversion Date the official unit of any Component Currency is altered by way of combination or subdivision, the Specified Amount of such Component Currency shall be divided or multiplied in the same proportion. If after the Conversion Date two or more Component Currencies are consolidated into a single Currency, the respective Specified Amounts of such Component Currencies shall be replaced by an amount in such single Currency equal to the sum of the respective Specified Amounts of such consolidated Component Currencies expressed in such single Currency, and such amount shall thereafter be a Specified Amount and such single Currency shall thereafter be a Component Currency. If after the Conversion Date any Component Currency shall be divided into two or more Currencies, the Specified Amount of such Component Currency shall be replaced by amounts of such two or more Currencies with appropriate Dollar equivalents at the Market Exchange Rate on the date of such replacement equal to the Dollar equivalent of the Specified Amount of such former Component Currency at the Market Exchange Rate on such date, and such amounts shall thereafter be Specified Amounts and such Currencies shall thereafter be Component Currencies. If after the Conversion Date of the relevant Currency unit, including but not limited to, the ECU, a Conversion Event (other than any event referred to above in this definition of "Specified Amount") occurs with respect to any Component Currency of such Currency unit, the Specified Amount of such Component Currency shall, for purposes of calculating the Dollar Equivalent of the Currency unit, be converted into Dollars at the Market Exchange Rate in effect on the Conversion Date of such Component Currency.

"Election Date" shall mean the date for any series of Registered Securities as specified pursuant to Section 301(14) by which the written election referred to in Section 310(c) may be made.

(j) All decisions and determinations of the Currency Determination Agent, if any, regarding the Dollar Equivalent of the Foreign Currency, the Dollar Equivalent of the Currency unit and the Market Exchange Rate shall be in its sole discretion and shall, in the absence of manifest error, be conclusive for all purposes and irrevocably binding upon the Company and all Holders of the Debt Securities denominated or payable in the relevant Currency. In the event of a Conversion Event with respect to a Foreign Currency, the Company, after learning thereof, will immediately give written notice thereof to the Trustee (and the Trustee will promptly thereafter give notice in the manner provided in Section 1.05 to the Holders) specifying the Conversion Date. In the event of a Conversion Event with respect to the ECU or any other Currency unit in which Debt Securities are denominated or payable, the Company, after learning thereof, will immediately give notice thereof to the Trustee (and the Trustee will promptly thereafter give written notice in the manner provided in Section 1.05 to the Holders) specifying the Conversion Date and the Specified Amount of each Component Currency on the Conversion Date. In the event of any subsequent change in any Component Currency as set forth in the definition of Specified Amount above, the Company, after learning

thereof, will similarly give written notice to the Trustee. The Trustee shall be fully justified and protected in relying and acting upon information received by it from the Company and the Currency Determination Agent, if any, and shall not otherwise have any duty or obligation to determine such information independently.

(k) For purposes of any provision of the Indenture where the Holders of Outstanding Debt Securities may perform an Act which requires that a specified percentage of the Outstanding Debt Securities of all series perform such Act and for purposes of any decision or determination by the Trustee of amounts due and unpaid for the principal (and premium, if any) and interest on the Debt Securities of all series in respect of which moneys are to be disbursed ratably, the principal of (and premium, if any) and interest on the Outstanding Debt Securities denominated in a Foreign Currency will be the amount in Dollars based upon the Market Exchange Rate for Debt Securities of such series, as of the date for determining whether the Holders entitled to perform such Act have performed it, or as of the date of such decision or determination by the Trustee, as the case may be.

Section 3.11. Judgments.

If pursuant to Section 3.01 the provisions of this Section are established as terms of a series of Debt Securities, and if for the purpose of obtaining a judgment in any court with respect to any obligation of the Company hereunder or under any Debt Security it shall become necessary to convert into any other Currency any amount in the Currency due hereunder or under such Debt Security, then such conversion shall be made at the Market Exchange Rate as in effect on the date the Company shall make payment to any Person in satisfaction of such judgment. If pursuant to any such judgment, conversion shall be made on a date other than the date payment is made and there shall occur a change between such Market Exchange Rate and the Market Exchange Rate as in effect on the date of payment, the Company agrees to pay such additional amounts (if any) as may be necessary to ensure that the amount paid is equal to the amount in such other Currency which, when converted at the Market Exchange Rate as in effect on the date of payment or distribution, is the amount then due hereunder or under such Debt Security. Any amount due from the Company under this Section 3.11 shall be due as a separate debt and is not to be affected by or merged into any judgment being obtained for any other sums due hereunder or in respect of any Debt Security. In no event, however, shall the Company be required to pay more in the Currency or Currency unit due hereunder or under such Debt Security at the Market Exchange Rate as in effect when payment is made than the amount of Currency stated to be due hereunder or under such Debt Security so that in any event the Company's obligations hereunder or under such Debt Security will be effectively maintained as obligations in such Currency, and the Company shall be entitled to withhold (or be reimbursed by the applicable Holder for, as the case may be) any excess of the amount actually realized upon any such conversion over the amount due and payable on the date of payment or distribution.

Section 3.12. CUSIP Numbers.

The Company in issuing the Debt Securities may use "CUSIP" numbers (if then generally in use), and, if so, the Company shall use "CUSIP" numbers in notices of redemption as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Debt Securities or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Debt Securities, and any such redemption shall not be affected by any defect in or omission of such numbers.

## ARTICLE FOUR

## SATISFACTION AND DISCHARGE

Section 4.01. Satisfaction and Discharge of Indenture.

This Indenture, with respect to the Debt Securities of any series (if all series issued under this Indenture are not to be affected), shall upon Company Request, cease to be of further effect (except as to any surviving rights of registration of transfer or exchange of such Debt Securities herein expressly provided for and the right to receive payments of principal (and premium, if any) and interest on such Debt Securities) and the Trustee,

at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture, when

(1) either

(A) all Debt Securities and the Coupons, if any, of such series theretofore authenticated and delivered (other than (i) Debt Securities and Coupons of such series which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 3.06, (ii) Coupons appertaining to Bearer Securities surrendered for exchange for Registered Securities and maturing after such exchange, whose surrender is not required or has been waived under Section 3.05, (iii) Coupons appertaining to Bearer Securities called for redemption and maturing after the relevant Redemption Date, whose surrender has been waived as provided in Section 13.06, and (iv) Debt Securities and Coupons of such series for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 12.04) have been delivered to the Trustee for cancellation; or

(B) all Debt Securities and the Coupons, if any, of such series not theretofore delivered to the Trustee for cancellation,

(i) have become due and payable, or

(ii) will become due and payable at their Stated Maturity within one year, or

(iii) if redeemable at the option of the Company, are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice by the Trustee in the name, and at the expense, of the Company,

and the Company, in the case of (i), (ii) or (iii) of this subclause (B), has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust for such purpose an amount in the Currency in which such Debt Securities are denominated (except as otherwise provided pursuant to Section 3.01 or 3.10) sufficient to pay and discharge the entire indebtedness on such Debt Securities for principal (and premium, if any) and interest to the date of such deposit (in the case of Debt Securities which have become due and payable) or to the Stated Maturity or Redemption Date, as the case may be; provided, however, in the event a petition for relief under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, is filed with respect to the Company within 91 days after the deposit and the Trustee is required to return the deposited money to the Company, the obligations of the Company under this Indenture with respect to such Debt Securities shall not be deemed terminated or discharged;

(2) the Company has paid or caused to be paid all other sums payable hereunder by the Company;

(3) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture with respect to such series have been complied with; and

(4) the Company has delivered to the Trustee an Opinion of Counsel or a ruling by the Internal Revenue Service to the effect that such deposit and discharge will not cause Holders of the Debt Securities of the series to recognize income, gain or loss for Federal income tax purposes.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company to the Trustee under Section 6.07, the obligations of the Trustee to any Authenticating Agent under Section 6.14, the obligations of the Company under Section 12.01, and, if money shall have been deposited with the Trustee pursuant to subclause (B) of clause (1) of this Section, the obligations of the Trustee under Section 4.02 and the last paragraph of Section 12.04, shall survive. If, after the deposit referred to in Section 4.01 has been made, (x) the Holder of a Debt Security is entitled to, and does, elect pursuant to Section 3.10(c), to receive payment in a Currency other than that in which the deposit pursuant to Section 4.01 was made, or (y) if a Conversion Event occurs with respect to the Currency in which the deposit was made or elected to be received by the Holder pursuant to Section 3.10(c), then the indebtedness represented by such Debt Security

shall be fully discharged to the extent that the deposit made with respect to such Debt Security shall be converted into the Currency in which such payment is made.

Section 4.02. Application of Trust Money.

Subject to the provisions of the last paragraph of Section 12.04, all money deposited with the Trustee pursuant to Section 4.01 shall be held in trust and applied by it, in accordance with the provisions of the Debt Securities and Coupons, if any, and this Indenture, to the payment, either directly or through any Paying Agent (including the Company or its Affiliates acting as Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee.

If the Trustee or any Paying Agent is unable to apply any money in accordance with this Article Four by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under this Indenture and the Debt Securities shall be revived and reinstated as though no deposit had occurred pursuant to Section 4.01 until such time as the Trustee or such Paying Agent is permitted to apply all such money in accordance with this Section 4.02; provided, however, that if the Company makes any payment of interest (or premium, if any) on or principal of any Debt Security following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Debt Securities to receive such payment from the money held by the Trustee or such Paying Agent.

## ARTICLE FIVE

## REMEDIES

Section 5.01. Events of Default.

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

(1) default in the payment of any interest upon any Debt Security or any payment with respect to the Coupons, if any, of such series when it becomes due and payable, and continuance of such default for a period of 30 days; or

(2) default in the payment of the principal of (and premium, if any, on) any Debt Security of such series at its Maturity; or

(3) default in the deposit of any sinking fund payment, when and as due by the terms of a Debt Security of such series; or

(4) default in the performance, or breach, of any covenant or warranty of the Company in this Indenture (other than any covenant or warranty a default in whose performance or whose breach is dealt with elsewhere in this Section 5.01 or any covenant or warranty which has been included in this Indenture solely for the benefit of Debt Securities of series other than such series), and continuance of such default or breach for a period of 60 days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Debt Securities of such series, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder; or

(5) the entry of a decree or order for relief in respect of the Company by a court having jurisdiction in the premises in an involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law, or a decree or order adjudging the Company a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under any

applicable Federal or State law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Company or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days; or

(6) the commencement by the Company of a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law, or the consent by it to the entry of an order for relief in an involuntary case under any such law or to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Company or of any substantial part of its property, or the making by it of an assignment for the benefit of its creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by the Company in furtherance of any such action; or

(7) any other Event of Default provided with respect to Debt Securities of that series pursuant to Section 3.01.

Section 5.02. Acceleration of Maturity; Rescission and Annulment.

If an Event of Default with respect to Debt Securities of any series at that time Outstanding (other than an Event of Default specified in Section 5.01(5) or (6)) occurs and is continuing, then in every such case the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Debt Securities of such series may declare the principal amount (or, if any Debt Securities of such series are Discount Securities, such portion of the principal amount of such Discount Securities as may be specified in the terms of such Discount Securities) of all the Debt Securities of such series to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by Holders), and upon any such declaration such principal amount (or specified amount), plus accrued and unpaid interest (and premium, if any) (the "Default Amount"), shall become immediately due and payable. Upon payment of the Default Amount in the Currency in which such Debt Securities are denominated (except as otherwise provided pursuant to Section 3.01 or 3.10), all obligations of the Company in respect of the payment of principal of the Debt Securities of such series shall terminate. Notwithstanding any other provision of this Section 5.02, if an Event of Default specified in Section 5.01(5) or (6) occurs, then the Default Amount on the Debt Securities then Outstanding shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

At any time after such a declaration of acceleration with respect to Debt Securities of any series has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article provided, the Holders of a majority in principal amount of the Outstanding Debt Securities of such series, by written notice to the Company and the Trustee, may rescind and annul such declaration and its consequences if

(1) the Company has paid or deposited with the Trustee a sum in the Currency in which such Debt Securities are denominated (except as otherwise provided pursuant to Section 3.01 or 3.10) sufficient to pay

(A) all overdue installments of interest on all Debt Securities or all overdue payments with respect to any Coupons of such series,

(B) the principal of (and premium, if any, on) any Debt Securities of such series which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Debt Securities,

(C) to the extent that payment of such interest is lawful, interest upon overdue installments of interest on each Debt Security of such series or upon overdue payments on any Coupons of such series at the Overdue Rate, and

(D) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and any other amounts due the Trustee under Section 6.07; provided, however, that all sums payable under this clause (D) shall be paid in Dollars;

and

(2) All Events of Default with respect to Debt Securities of such series, other than the nonpayment of the principal of Debt Securities of such series which has become due solely by such declaration of acceleration, have been cured or waived as provided in Section 5.13.

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

Section 5.03. Collection of Indebtedness and Suits for Enforcement by Trustee.

The Company covenants that if

(1) default is made in the payment of any installment of interest on any Debt Security or any payment with respect to any Coupons when such interest or payment becomes due and payable and such default continues for a period of 30 days,

(2) default is made in the payment of principal of (or premium, if any, on) any Debt Security at the Maturity thereof, or

(3) default is made in the making or satisfaction of any sinking fund payment or analogous obligation when the same becomes due pursuant to the terms of the Debt Securities of any series,

the Company will, upon demand of the Trustee, pay to it, for the benefit of the Holders of such Debt Securities or of such Coupons, the amount then due and payable on such Debt Securities or matured Coupons, for the principal (and premium, if any) and interest, if any, and, to the extent that payment of such interest shall be legally enforceable, interest upon the overdue principal (and premium, if any) and upon overdue installments of interest, at the Overdue Rate; and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and any other amounts due the Trustee under Section 6.07.

If the Company fails to pay such amount forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, and may prosecute such proceeding to judgment or final decree, and may enforce the same against the Company or any other obligor upon such Debt Securities and Coupons, and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Company or any other obligor upon such Debt Securities and Coupons wherever situated.

If an Event of Default with respect to Debt Securities of any series occurs and is continuing, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders of Debt Securities and Coupons of such series by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

Section 5.04. Trustee May File Proofs of Claim.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings, or any voluntary or involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, relative to the Company or any other obligor upon the Debt Securities and Coupons, if any, of a particular series or the property of the Company or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of such Debt Securities shall then be due and payable as therein expressed or by declaration of acceleration or otherwise and irrespective of whether the Trustee shall have made any demand on the Company for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(i) to file and prove a claim for the whole amount of principal (or, if the Debt Securities of such series are Discount Securities, such portion of the principal amount as may be due and payable with respect to such series in accordance with Section 5.02) (and premium, if any) and interest owing and unpaid in respect of the Debt Securities and Coupons, if any, of such series and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents

and counsel) and any other amounts due the Trustee under Section 6.07 and of the Holders of such Debt Securities and Coupons, if any, allowed in such judicial proceeding, and

(ii) to collect and receive any moneys or other securities or property payable or deliverable upon the conversion or exchange of the Debt Securities or on any such claims and to distribute the same;

and any receiver, assignee, trustee, custodian, liquidator, sequestrator (or other similar official) in any such proceeding is hereby authorized by each such Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to such Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 6.07.

To the extent permitted by applicable law, if the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and any other amounts due the Trustee under Section 6.07 hereof out of the estate in any such proceeding shall be denied for any reason, payment of the same shall be secured by a lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties which the Holders of the Debt Securities may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Debt Securities and any Coupons of such series or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 5.05. Trustee May Enforce Claims Without Possession of Debt Securities.

All rights of action and claims under this Indenture or the Debt Securities and the Coupons, if any, of any series may be prosecuted and enforced by the Trustee without the possession of any of such Debt Securities or Coupons or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name, as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Debt Securities or Coupons in respect of which such judgment has been recovered.

Section 5.06. Application of Money Collected.

Any money collected by the Trustee pursuant to this Article shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (and premium, if any) or interest, upon presentation of the Debt Securities or Coupons of any series in respect of which money has been collected and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

FIRST: To the payment of all amounts due the Trustee under Section 6.07.

SECOND: To the payment of the amounts then due and unpaid for principal of (and premium, if any) and interest on the Debt Securities or Coupons of such series, in respect of which or for the benefit of which such money has been collected ratably, without preference or priority of any kind, according to the amounts due and payable on such Debt Securities or Coupons for principal (and premium, if any) and interest, respectively; and

THIRD: The balance, if any, to the Company or as the Company may direct.

Section 5.07. Limitation on Suits.

No Holder of any Debt Security or Coupon of any series shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless

(1) such Holder has previously given written notice to the Trustee of a continuing Event of Default with respect to such series;

(2) the Holders of not less than 25% in principal amount of the Outstanding Debt Securities of such series shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Holder or Holders have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities which may be incurred in compliance with such request;

(4) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(5) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority in principal amount of the Outstanding Debt Securities of such series;

it being understood and intended that no one or more of such Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other such Holders or of the Holders of Outstanding Debt Securities or Coupons of any other series, or to obtain or to seek to obtain priority or preference over any other of such Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all of such Holders. For the protection and enforcement of the provisions of this Section 5.07, each and every Holder of Debt Securities or Coupons of any series and the Trustee for such series shall be entitled to such relief as can be given at law or in equity.

Section 5.08. Unconditional Right of Holders to Receive Principal, Premium and Interest.

Notwithstanding any other provision in this Indenture, each Holder of any Debt Security or of any Coupon shall have the right, which is absolute and unconditional, to receive payment of the principal of (and premium, if any) and (subject to Section 3.07) interest on such Debt Security or Coupon on the respective Stated Maturity or Maturities expressed in such Debt Security or Coupon (or, in the case of redemption, on the Redemption Date) and to institute suit for the enforcement of any such payment and interest thereon, and such right shall not be impaired or adversely affected without the consent of each such Holder.

Section 5.09. Restoration of Rights and Remedies.

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case the Company, the Trustee and the Holders shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

Section 5.10. Rights and Remedies Cumulative.

Except as otherwise expressly provided elsewhere in this Indenture, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 5.11. Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any Holder to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or any acquiescence therein. Every right and remedy given by this Indenture or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

Section 5.12. Control by Holders.

The Holders of not less than a majority in principal amount of the Outstanding Debt Securities of any series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to the Debt Securities of such series, provided, that

(1) such direction shall not be in conflict with any rule of law or with this Indenture;

(2) subject to the provisions of Section 6.01, the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith shall, by a Responsible Officer or Responsible Officers of the Trustee, determine that the proceeding so directed would be unjustly prejudicial to the Holders of Debt Securities of such series not joining in any such direction or that the proceeding so directed may involve the Trustee in personal liability; and

(3) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

Section 5.13. Waiver of Past Defaults.

The Holders of not less than a majority in principal amount of the Outstanding Debt Securities of any series may on behalf of the Holders of all the Debt Securities of any such series waive, by notice to the Trustee and the Company, any past default hereunder with respect to such series and its consequences, except a default

(1) in the payment of the principal of (or premium, if any) or interest on any Debt Security of such series, or in the payment of any sinking fund instalment or analogous obligation with respect to the Debt Securities of such series, or

(2) in respect of a covenant or provision hereof which pursuant to Article Eleven cannot be modified or amended without the consent of the Holder of each Outstanding Debt Security of such series affected.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of the Debt Securities of such series under this Indenture, but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 5.14. Undertaking for Costs.

All parties to this Indenture agree, and each Holder of any Debt Security or any Coupon by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party litigant in such suit other than the Trustee of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant, but the provisions of this Section 5.14 shall not apply to any suit instituted by the Trustee, to any suit instituted by any Holder or group of Holders holding in the aggregate more than 10% in principal amount of the Outstanding Debt Securities of any series, or to any suit instituted by any Holder of a Debt Security or Coupon for the enforcement of the payment of the principal of (or premium, if any) or interest on such Debt Security or the payment of any Coupon on or after the respective Stated Maturity or Maturities expressed in such Debt Security or Coupon (or, in the case of redemption, on or after the Redemption Date).

Section 5.15. Waiver of Stay or Extension Laws.

The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power

herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

## ARTICLE SIX

## THE TRUSTEE

Section 6.01. Certain Duties and Responsibilities.

(a) Except during the continuance of an Event of Default with respect to the Debt Securities of any series,

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.

(b) In case an Event of Default with respect to Debt Securities of any series has occurred and is continuing, the Trustee shall, with respect to the Debt Securities of such series, exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(1) this subsection shall not be construed to limit the effect of subsection (a) of this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken by it with respect to Debt Securities of any series in good faith in accordance with the direction of the Holders of not less than a majority in principal amount of the Outstanding Debt Securities of such series relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(4) the Trustee shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 6.01.

Section 6.02. Notice of Defaults.

Within 90 days after the occurrence of any default hereunder known to the Trustee with respect to Debt Securities or Coupons, if any, of any series, the Trustee shall give notice to all Holders of Debt Securities and Coupons, if any, of such series of such default hereunder, unless such default shall have been cured or waived prior to such time; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Debt Security or Coupon, if any, of such series or in the payment of any sinking fund installment with respect to Debt Securities of such series, the Trustee shall be protected in

withholding such notice if and so long as Responsible Officers of the Trustee in good faith determine that the withholding of such notice is in the interest of the Holders of Debt Securities and of Coupons, if any, of such series; and provided, further, that in the case of any default of the character specified in Section 5.01(4) with respect to Debt Securities or Coupons, if any, of such series no such notice to Holders shall be given until at least 30 days after the occurrence thereof. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default with respect to Debt Securities of such series.

Notice given pursuant to this Section 6.02 with respect to Registered Securities shall be transmitted by mail:

(1) to all Registered Holders, as the names and addresses of the Registered Holders appear in the Security Register;

(2) to such Holders of Bearer Securities of any series as have within two years preceding such transmission, filed their names and addresses with the Trustee for such series for that purpose; and

(3) to each Holder of a Debt Security of any series whose name and address appear in the information preserved at the time by the Trustee in accordance with Section 7.02(a) of this Indenture.

Notice given pursuant to this Section 6.02 with respect to Bearer Securities shall be given as provided in Section 1.05.

Section 6.03. Certain Rights of Trustee.

Except as otherwise provided in Section 6.01 and Section 6.02:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request, Company Order or Officers' Certificate and any resolution of the Board of Directors shall be sufficiently evidenced by a Board Resolution, except as may be otherwise provided in Article Three hereof;

(c) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may require an Officers' Certificate or (to the extent that the proof or establishment of such matter requires a legal conclusion) an Opinion of Counsel, or both and may, in the absence of bad faith on its part, rely upon such Officers' Certificate or Opinion of Counsel;

(d) the Trustee may consult with counsel of its selection and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(e) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of Debt Securities of any series pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(f) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, personally or by agent or attorney; and

(g) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Not Responsible for Recitals or Issuance of Debt Securities.

The statements and recitals contained herein and in the Debt Securities or Coupons, if any, of any series and in any other document in connection with the sale of Debt Securities or Coupons, if any, of any series or pursuant to this Indenture, except the Trustee's certificates of authentication, shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Debt Securities or Coupons, if any, of any series. The Trustee shall not be (i) accountable for the use or application by the Company of any Debt Securities or Coupons, if any, of any series or the proceeds thereof, (ii) accountable for any money paid to the Company, or upon the Company's direction, if made under and in accordance with any provision of this Indenture, or (iii) responsible for the use or application of any money received by any Paying Agent other than itself.

Section 6.05. May Hold Debt Securities.

The Trustee, any Paying Agent, the Security Registrar or any other agent of the Company, in its individual or any other capacity, may become the owner or pledgee of Debt Securities or Coupons, and, subject to Sections 6.08 and 6.13, may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee, Paying Agent, Security Registrar or such other agent.

Section 6.06. Money Held in Trust.

Money in any Currency held by the Trustee or any Paying Agent in trust hereunder need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any money received by it hereunder except as otherwise agreed with the Company.

Section 6.07. Compensation and Reimbursement.

The Company agrees:

(1) to pay to the Trustee from time to time such compensation in Dollars as the Company and the Trustee shall from time to time agree in writing for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(2) to reimburse the Trustee in Dollars upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses, disbursements and advances of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its negligence or bad faith; and

(3) to indemnify the Trustee in Dollars for, and to hold it harmless against, any and all loss, liability, damage, claims or expense, including taxes (other than taxes based upon, measured by or determined by income of the Trustee), incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust or performance of its duties hereunder, including the costs and expenses of enforcing this Indenture against the Company (including Section 6.07) and of defending itself against any claim (whether asserted by any Holder or the Company) or liability in connection with the exercise or performance of any of its powers or duties hereunder.

The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so promptly notify the Company, however, shall not relieve the Company of its obligations under this paragraph except to the extent such failure shall have materially prejudiced the Company. The Company may at its option defend the claim and, if it so defends, then the Trustee shall cooperate in the defense and the Company shall not be responsible for any expenses of the Trustee's counsel thereafter. If the Trustee reasonably determines, based on written advice of counsel, that it may have available to it defenses which are in conflict with any defenses available to the Company, then the Trustee may have one separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent.

As security for the performance of the obligations of the Company under this Section 6.07, the Trustee shall have a claim prior to the Debt Securities and Coupons, if any, upon all property and funds held or collected by the Trustee, as such, hereunder, except funds held in trust for the benefit of the Holders for the payment of amounts due on the Debt Securities and Coupons.

The obligations of the Company under this Section 6.07 to compensate and indemnify the Trustee for expenses, disbursements and advances shall constitute additional indebtedness under this Indenture and shall survive the satisfaction and discharge of this Indenture and the resignation or removal of the Trustee.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 5.01(5) or 5.01(6) occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any bankruptcy law.

Section 6.08. Disqualification; Conflicting Interests.

The Trustee for the Debt Securities of any series issued hereunder shall be subject to the provisions of Section 310(b) of the Trust Indenture Act during the period of time provided for therein. In determining whether the Trustee has a conflicting interest as defined in Section 310(b) of the Trust Indenture Act with respect to the Debt Securities of any series, there shall be excluded from this Indenture with respect to the Debt Securities of such series Debt Securities other than the Debt Securities of such series. Nothing herein shall prevent the Trustee from filing with the Commission the application referred to in the second to last paragraph of Section 310(b) of the Trust Indenture Act.

Section 6.09. Corporate Trustee Required; Eligibility.

There shall at all times be a Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States, any State thereof or the District of Columbia, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $75,000,000, subject to supervision or examination by Federal, State or District of Columbia authority and eligible to act as Trustee hereunder in compliance with Section 310(a)(1) of the Trust Indenture Act. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section 6.09, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Neither the Company nor any person directly or indirectly controlling, controlled by, or under common control with the Company shall serve as Trustee upon any Debt Securities.

Section 6.10. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article Six shall become effective until the acceptance of appointment by the successor Trustee under Section 6.11.

(b) The Trustee may resign at any time with respect to the Debt Securities of one or more series by giving written notice thereof to the Company. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee, the Company or the Holders of not less than a majority of the Outstanding Debt Securities of such series may petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Debt Securities of such series.

(c) The Trustee may be removed at any time with respect to the Debt Securities of any series and a successor Trustee appointed by Act of the Holders of not less than a majority in principal amount of the Outstanding Debt Securities of such series, delivered to the Trustee and to the Company.

(d) If at any time:

(1) the Trustee shall fail to comply with Section 6.08 with respect to the Debt Securities of any series after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Debt Security of such series for at least six months, or

(2) the Trustee shall cease to be eligible under Section 6.09 with respect to the Debt Securities of any series and shall fail to resign after written request therefor by the Company or by any such Holder, or

(3) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or

control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (i) the Company by a Board Resolution may remove the Trustee with respect to all Debt Securities, or (ii) subject to Section 5.14, any Holder who has been a bona fide Holder of a Debt Security of any series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee for the Debt Securities of such series.

(e) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, with respect to the Debt Securities of one or more series, the Company, by a Board Resolution, shall promptly appoint a successor Trustee or Trustees with respect to the Debt Securities of that or those series (it being understood that any such successor Trustee may be appointed with respect to the Debt Securities of one or more or all of such series and that at any time there shall be only one Trustee with respect to the Debt Securities of any particular series) and shall comply with the applicable requirements of Section 6.11. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee with respect to the Debt Securities of any series shall be appointed by Act of the Holders of a majority in principal amount of the Outstanding Debt Securities of such series delivered to the Company and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee with respect to the Debt Securities of such series and to that extent supersede the successor Trustee appointed by the Company. If no successor Trustee with respect to the Debt Securities of any series shall have been so appointed by the Company or the Holders of such series and accepted appointment in the manner hereinafter provided, any Holder who has been a bona fide Holder of a Debt Security of such series for at least six months may, subject to Section 5.14, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Debt Securities of such series.

(f) The Company shall give notice of each resignation and each removal of the Trustee with respect to the Debt Securities of any series and each appointment of a successor Trustee with respect to the Debt Securities of any series in the manner and to the extent provided in Section 1.05 to the Holders of Debt Securities of such series. Each notice shall include the name of the successor Trustee with respect to the Debt Securities of such series and the address of its corporate trust office.

(g) Notwithstanding the replacement of the Trustee pursuant to this Section 6.10, the Company's obligations under Section 6.07 shall continue for the benefit of the resigned or removed Trustee to the extent such obligations arose prior to such replacement or out of actions actually or allegedly taken or omitted to be taken by the Trustee prior to such replacement.

Section 6.11. Acceptance of Appointment by Successor.

(a) In the case of an appointment hereunder of a successor Trustee with respect to all Debt Securities, each such successor Trustee so appointed shall execute, acknowledge and deliver to the Company and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee, but, on request of the Company or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its claim, if any, provided for in Section 6.07.

(b) In case of the appointment hereunder of a successor Trustee with respect to the Debt Securities of one or more (but not all) series, the Company, the retiring Trustee and each successor Trustee with respect to the Debt Securities of one or more series shall execute and deliver an indenture supplemental hereto wherein each successor Trustee shall accept such appointment and which (1) shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, each successor Trustee all the rights, powers, trusts and duties of the retiring Trustee with respect to the Debt Securities of that or those series to which the

appointment of such successor Trustee relates, (2) if the retiring Trustee is not retiring with respect to all Debt Securities, shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the retiring Trustee with respect to the Debt Securities of that or those series as to which the retiring Trustee is not retiring shall continue to be vested in the retiring Trustee, and (3) shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in any such supplemental indenture shall constitute such Trustees co-trustees of the same trust and that each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any other trust or trusts hereunder administered by any other such Trustee; and upon the execution and delivery of any such supplemental indenture the resignation or removal of the retiring Trustee shall become effective to the extent provided therein and each such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to the Debt Securities of that or those series to which the appointment of such successor Trustee relates, but, on request of the Company or any successor Trustee, such retiring Trustee shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder with respect to the Debt Securities of that or those series to which the appointment of such successor Trustee relates, subject nevertheless to its claim, if any, provided for in Section 6.07.

(c) Upon request of any such successor Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts referred to in paragraph (a) or (b) of this Section 6.11, as the case may be.

(d) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under the Trust Indenture Act and this Article Six.

Section 6.12. Merger, Conversion, Consolidation or Succession to Business.

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided that such corporation shall be otherwise qualified and eligible under the Trust Indenture Act and this Article Six, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Debt Securities shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Debt Securities so authenticated with the same effect as if such successor Trustee had itself authenticated such Debt Securities. In case any Debt Securities shall not have been authenticated by such predecessor Trustee, any such successor Trustee may authenticate and deliver such Debt Securities in its own name with the full force and effect which this Indenture provides for the certificate of authentication of the Trustee.

Section 6.13. Preferential Collection of Claims Against Company.

If and when the Trustee shall be, or shall become, a creditor, directly or indirectly, secured or unsecured, of the Company (or any other obligor upon the Debt Securities), the Trustee shall be subject to the provisions of Section 311 of the Trust Indenture Act.

Section 6.14. Appointment of Authenticating Agent.

As long as any Debt Securities of a series remain Outstanding, the Trustee may appoint an authenticating agent (the "Authenticating Agent"), for such period as the Trustee, with the concurrence of the Company (which concurrence shall not be unreasonably withheld), shall elect, for such series of Debt Securities to act as its agent on its behalf and subject to its direction in connection with the authentication and delivery upon original issue, exchange, registration of transfer or partial redemption or partial purchase or otherwise of each series of Debt Securities for which it is serving as Trustee. Debt Securities of each such series authenticated by such Authenticating Agent shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by such Trustee. Wherever reference is made in this Indenture to the authentication and delivery of Debt Securities of any series by the Trustee for such series or to the Trustee's certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee for such series by an Authenticating Agent for such series and a certificate of authentication executed on behalf of such Trustee by such Authenticating Agent. Such Authenticating Agent shall at all times be a corporation organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $50,000,000 and subject to supervision or examination by Federal or State authority. If such Authenticating Agent publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for purposes of this Section 6.14, the combined capital and surplus of such Authenticating Agent shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section 6.14, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section 6.14.

Any corporation into which any Authenticating Agent may be merged or converted, or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which any Authenticating Agent shall be a party, or any corporation succeeding to the corporate agency business of any Authenticating Agent, shall continue to be the Authenticating Agent with respect to all series of Debt Securities for which it served as Authenticating Agent without the execution or filing of any paper or any further act on the part of the Trustee for such series or such Authenticating Agent, provided that such corporation shall be otherwise eligible under this Section 6.14. Any Authenticating Agent may at any time, and if it shall cease to be eligible shall, resign by giving written notice of resignation to the Trustee and to the Company. The Trustee may, with the concurrence of the Company (which concurrence shall not be unreasonably withheld) at any time terminate the agency of an Authenticating Agent by giving written notice thereof to such Authenticating Agent and the Company

Upon receiving such a notice of resignation or upon such a termination, or in case at any time any Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section 6.14 with

respect to one or more or all series of Debt Securities, the Trustee for such series shall appoint a successor Authenticating Agent, and shall provide notice of such appointment to all Holders of Debt Securities of such series in the manner and to the extent provided in Section 1.05. Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all rights, powers, duties and responsibilities of its predecessor hereunder, with like effect as if originally named as Authenticating Agent. The Company agrees to pay to each Authenticating Agent from time to time reasonable compensation for its services. The Authenticating Agent for the Debt Securities of any series shall have no responsibility or liability for any action taken by it as such in good faith and without negligence at the direction of the Trustee for such series.

If an appointment with respect to one or more series is made pursuant to this Section, the Debt Securities of such series may have endorsed thereon, in addition to the Trustee's certificate of authentication, an alternative certificate of authentication in the following form:

This is one of the series of Debt Securities issued under the within mentioned Indenture.

Chemical Bank, as Trustee

By:
As Authenticating Agent

By:
Authorized Officer

## ARTICLE SEVEN

## HOLDERS' LISTS AND REPORTS BY TRUSTEE AND COMPANY

Section 7.01. Company to Furnish Trustee Names and Addresses of Holders.

The Company will furnish or cause to be furnished to the Trustee with respect to Registered Securities of each series for which it acts as Trustee:

(a) semi-annually on a date not more than 15 days after each Regular Record Date with respect to an Interest Payment Date, if any, for the Registered Securities of such series (or on semi-annual dates in each year to be determined pursuant to Section 3.01 if the Registered Securities of such series do not bear interest), a list, in such form as the Trustee may reasonably require, of the names and addresses of the Registered Holders as of the date 15 days next preceding each such Regular Record Date (or such semi-annual dates, as the case may be); and

(b) at such other times as the Trustee may request in writing, within 30 days after the receipt by the Company of any such request, a list of similar form and content as of a date not more than 15 days prior to the time such list is furnished; provided, however, that if and so long as the Trustee shall be the Security Registrar for such series, no such list need be furnished.

The Company shall also be required to furnish to the Trustee at all such times set forth above all information in the possession or control of the Company or any of its Paying Agents other than the Trustee as to the names and addresses of the Holders of Bearer Securities of all series; provided, however, that the Company shall have no obligation to investigate any matter relating to any Holders of Bearer Securities of any series.

Section 7.02. Preservation of Information; Communication to Holders.

(a) The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of Holders contained in the most recent list furnished to the Trustee as provided in

Section 7.01, received by it in the capacity of Paying Agent (if so acting) hereunder and filed with it within the two preceding years pursuant to Section 7.03.

The Trustee may destroy any list furnished to it as provided in Section 7.01 upon receipt of a new list so furnished, destroy any information received by it as Paying Agent (if so acting) hereunder upon delivering to itself as Trustee, not earlier than 45 days after an Interest Payment Date, a list containing the names and addresses of the Holders obtained from such information since the delivery of the next previous list, if any, destroy any list delivered to itself as Trustee which was compiled from information received by it as Paying Agent (if so acting) hereunder upon the receipt of a new list so delivered, and destroy not earlier than two years after filing, any information filed with it pursuant to Section 7.03.

(b) If three or more Holders (hereinafter referred to as "applicants") apply in writing to the Trustee, and furnish to the Trustee reasonable proof that each such applicant has owned a Debt Security for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with other Holders of Debt Securities of a particular series (in which case the applicants must hold Debt Securities of such series) or with all Holders of Debt Securities with respect to their rights under this Indenture or under the Debt Securities and is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then the Trustee shall, within five Business Days after the receipt of such application, at its election, either

(i) afford such applicants access to the information preserved at the time by the Trustee in accordance with Section 7.02(a), or

(ii) inform such applicants as to the approximate number of Holders of Debt Securities of such series or of all Debt Securities, as the case may be, whose names and addresses appear in the information preserved at the time by the Trustee in accordance with Section 7.02(a), and as to the approximate cost of mailing to such Holders the form of proxy or other communication, specified in such application.

If the Trustee shall elect not to afford such applicants access to such information, the Trustee shall, upon written request of such applicants, mail to the Holders of Debt Securities of such series or all Holders, as the case may be, whose names and addresses appear in the information preserved at the time by the Trustee in accordance with Section 7.02(a), a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing, unless within five days after such tender, the Trustee shall mail to such applicants and file with the Commission, together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of the Trustee, such mailing would be contrary to the best interests of the Holders of Debt Securities of such series or all Holders, as the case may be, or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If the Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections or if after the entry of an order sustaining one or more of such objections, the Commission shall find, after notice and opportunity for hearing, that all the objections so sustained have been met and shall enter an order so declaring, the Trustee shall mail copies of such material to all such Holders with reasonable promptness after the entry of such order and the renewal of such tender.

(c) Every Holder of Debt Securities, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Holders in accordance with Section 7.02(b), regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing of any material pursuant to a request made under Section 7.02(b).

Section 7.03. Reports by Trustee.

(a) Within 60 days after May 15, 1996 and on or before May 15 in each year thereafter, so long as any Debt Securities are Outstanding hereunder, the Trustee shall transmit by mail to Holders of Debt Securities of any series such reports concerning the Trustee and its actions under this Indenture as may be required pursuant to the Trust Indenture Act, including, without limitation, Section 313 thereof, in the manner provided pursuant thereto.

(b) A copy of each such report shall, at the time of such transmission to Holders, be filed by the Trustee with each stock exchange upon which any Debt Securities of such series are listed, with the Commission and also with the Company. The Company will notify the Trustee when any series of Debt Securities are listed on any stock exchange.

Section 7.04. Reports by Company.

The Company will:

(1) file with the Trustee, within 15 days after the Company is required to file the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with the Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended; or, if the Company is not required to file information, documents or reports pursuant to either of said Sections, then it will file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Securities Exchange Act of 1934, as amended, in respect of a security listed and registered on a national securities exchange as may be required from time to time in such rules and regulations;

(2) file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants of this Indenture as may be required from time to time by such rules and regulations; and

(3) transmit to all Holders of Debt Securities, in the manner and to the extent provided in Section 7.03, within 30 days after the filing thereof with the Trustee, such summaries of any information, documents and reports required to be filed by the Company pursuant to paragraphs (1) and (2) of this Section 7.04 as may be required by rules and regulations prescribed from time to time by the Commission.

## ARTICLE EIGHT

## CONCERNING THE HOLDERS

Section 8.01. Acts of Holders.

Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent or proxy duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments and a writing appointing any such agent or proxy are delivered to the Trustee, and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Whenever in this Indenture it is provided that the Holders of a specified percentage in aggregate principal amount of the Outstanding Debt Securities of any series may take any Act, the fact that the Holders of such specified percentage have joined therein may be evidenced (a) by the instrument or instruments executed by Holders in person or by agent or proxy appointed in writing and a writing appointing any such agent or proxy, or (b) by the record of Holders voting in favor thereof at any meeting of such Holders duly called and held in accordance with the provisions of Article Nine, or (c) by a combination of such instrument or instruments and any such record of such a meeting of Holders.

Section 8.02. Proof of Ownership; Proof of Execution of Instruments by Holders.

The ownership of Registered Securities of any series shall be proved by the Security Register for such series or by a certificate of the Security Registrar for such series.

The ownership of Bearer Securities shall be proved by production of such Bearer Securities or by a certificate executed by any bank or trust company, which certificate shall be dated and shall state that on the date thereof a Bearer Security bearing a specified identifying number or other mark was deposited with or exhibited to the Person executing such certificate by the Person named in such certificate, or by any other proof of possession reasonably satisfactory to the Trustee. The holding by the Person named in any such certificate of any Bearer Security specified therein shall be presumed to continue for a period of one year unless at the time of determination of such holding (1) another certificate bearing a later date issued in respect of the same Bearer Security shall be produced, (2) such Bearer Security shall be produced by some other Person, (3) such Bearer Security shall have been registered on the Security Register, if, pursuant to Section 3.01, such Bearer Security can be so registered, or (4) such Bearer Security shall have been cancelled or paid.

Subject to the provisions of Sections 6.01, 6.03 and 9.05, proof of the execution of a writing appointing an agent or proxy and of the execution of any instrument by a Holder or his agent or proxy shall be sufficient and conclusive in favor of the Trustee and the Company if made in the following manner:

The fact and date of the execution by any such Person of any instrument may be proved by the certificate of any notary public or other officer authorized to take acknowledgements of deeds, that the Person executing such instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution sworn to before any such notary or other such officer. Where such execution is by an officer of a Corporation or association or a member of a partnership on behalf of such Corporation, association or partnership, as the case may be, or by any other Person acting in a representative capacity, such certificate or affidavit shall also constitute sufficient proof of his authority.

The record of any Holders' meeting shall be proved in the manner provided in Section 9.06.

The Trustee may in any instance require further proof with respect to any of the matters referred to in this Section 8.02 so long as the request is a reasonable one.

Section 8.03. Persons Deemed Owners.

The Company, the Trustee and any agent of the Company or the Trustee may deem and treat the Person in whose name any Registered Security is registered on the Security Register as the owner of such Registered Security for the purpose of receiving payment of the principal of (and premium, if any) and (subject to Section 3.07) interest, if any, on such Registered Security and for all other purposes whatsoever, whether or not such Registered Security be overdue, and neither the Company, the Trustee nor any agent of the Company or the Trustee shall be affected by notice to the contrary. The Company, the Trustee, and any agent of the Company or the Trustee may treat the Holder of any Bearer Security or of any Coupon as the absolute owner of such Bearer Security or Coupon for the purposes of receiving payment thereof or on account thereof and for all other purposes whatsoever, whether or not such Bearer Security or Coupon be overdue, and neither the Company, the Trustee nor any agent of the Company or the Trustee shall be affected by notice to the contrary. All payments made to any Holder, or upon his order, shall be valid, and, to the extent of the sum or sums paid, effectual to satisfy and discharge the liability for moneys payable upon such Debt Security or Coupon.

Section 8.04. Revocation of Consents; Future Holders Bound.

At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 8.01, of the taking of any Act by the Holders of the percentage in aggregate principal amount of the Outstanding Debt Securities specified in this Indenture in connection with such Act, any Holder of a Debt Security the number, letter or other distinguishing symbol of which is shown by the evidence to be included in the Debt Securities the Holders of which have consented to such Act may, by filing written notice with the Trustee at the Corporate Trust Office and upon proof of ownership as provided in Section 8.02, revoke such Act so far as it concerns such Debt Security. Except as aforesaid, any such Act taken by the Holder of any Debt Security shall be conclusive and binding upon such Holder and upon all future Holders of such Debt Security and all past, present and future Holders of Coupons, if any, appertaining thereto and of any Debt Securities and Coupons issued on registration of transfer or in lieu thereof or in exchange or substitution therefor, irrespective of whether or

not any notation in regard thereto is made upon such Debt Security or Coupons or such other Debt Securities or Coupons.

## ARTICLE NINE

## HOLDERS' MEETINGS

Section 9.01. Purposes of Meetings.

A meeting of Holders of any or all series may be called at any time and from time to time pursuant to the provisions of this Article Nine for any of the following purposes:

(1) to give any notice to the Company or to the Trustee for such series, or to give any directions to the Trustee for such series, or to consent to the waiving of any default or Event of Default hereunder and its consequences, or to take any other action authorized to be taken by Holders pursuant to any of the provisions of Article Five;

(2) to remove the Trustee for such series and appoint a successor Trustee pursuant to the provisions of Article Six;

(3) to consent to the execution of an indenture or indentures supplemental hereto pursuant to the provisions of Section 11.02; or

(4) to take any other action authorized to be taken by or on behalf of the Holders of any specified aggregate principal amount of the Outstanding Debt Securities of any one or more or all series, as the case may be, under any other provision of this Indenture or under applicable law.

Section 9.02. Call of Meetings by Trustee.

The Trustee for any series may at any time call a meeting of Holders of such series to take any action specified in Section 9.01, to be held at such time or times and at such place or places as the Trustee for such series shall determine. Notice of every meeting of the Holders of any series, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be given to Holders of such series in the manner and to the extent provided in Section 1.05. Such notice shall be given not less than 20 days nor more than 90 days prior to the date fixed for the meeting.

Section 9.03. Call of Meetings by Company or Holders.

In case at any time the Company, pursuant to a Board Resolution, or the Holders of at least 33 1/3% in aggregate principal amount of the Outstanding Debt Securities of a series or of all series, as the case may be, shall have requested the Trustee for such series to call a meeting of Holders of any or all such series by written request (in the form of a Company Request, in the case of the Company), setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have given the notice of such meeting within 20 days after the receipt of such request, then the Company or such Holders may determine the time or times and the place or places for such meetings and may call such meetings to take any action authorized in Section 9.01, by giving notice thereof as provided in Section 9.02.

Section 9.04. Qualifications for Voting.

To be entitled to vote at any meeting of Holders a Person shall be (a) a Holder of a Debt Security of the series with respect to which such meeting is being held or (b) a Person appointed by an instrument in writing as agent or proxy by such Holder. The only Persons who shall be entitled to be present or to speak at any meeting of Holders shall be the Persons entitled to vote at such meeting and their counsel and any representatives of the Trustee for the series with respect to which such meeting is being held and its counsel and any representatives of the Company and its counsel.

Section 9.05. Quorum; Regulations.

The Persons entitled to vote a majority in principal amount of the Outstanding Debt Securities of a series shall constitute a quorum for a meeting of Holders of Debt Securities of such series; provided, however, that if any action is to be taken at such meeting with respect to a consent, waiver, request, demand, notice, authorization, direction or other action which this Indenture expressly provides may be made, given or taken by the Holders of not less than a specified percentage in principal amount of the Outstanding Debt Securities of a series, the Persons holding or representing such specified percentage in principal amount of the Outstanding Debt Securities of such series shall constitute a quorum. In the absence of a quorum within 30 minutes of the time appointed for any such meeting, the meeting shall, if convened at the request of Holders of Debt Securities of such series, be dissolved. In any other case, the meeting may be adjourned for a period of not less than 10 days as determined by the chairman of the meeting prior to the adjournment of such meeting. In the absence of a quorum at any such adjourned meeting, such adjourned meeting may be further adjourned for a period of not less than 10 days as determined by the chairman of the meeting prior to the adjournment of such adjourned meeting. Notice of the reconvening of any adjourned meeting shall be given as provided in Section 9.02, except that such notice need be given only once not less than five days prior to the date on which the meeting is scheduled to be reconvened. Notice of the reconvening of an adjourned meeting shall state expressly the percentage, as provided above, of the principal amount of the Outstanding Debt Securities of such series which shall constitute a quorum.

Except as limited by the proviso to the first paragraph of Section 11.02, any resolution presented to a meeting or adjourned meeting duly reconvened at which a quorum is present as aforesaid may be adopted by the affirmative vote of the Holders of not less than a majority in principal amount of the Outstanding Debt Securities of that series; provided, however, that, except as limited by the proviso to the first paragraph of Section 11.02, any resolution with respect to any consent, waiver, request, demand, notice, authorization, direction or other action which this Indenture expressly provides may be made, given or taken by the Holders of not less than a specified percentage in principal amount of the Outstanding Debt Securities of a series may be adopted at a meeting or an adjourned meeting duly reconvened and at which a quorum is present as aforesaid only by the affirmative vote of the Holders of not less than such specified percentage in principal amount of the Outstanding Debt Securities of such series.

Any resolution passed or decision taken at any meeting of Holders of Debt Securities of any series duly held in accordance with this Section shall be binding on all the Holders of Debt Securities of such series and the Coupons, if any, whether or not present or represented at the meeting.

Notwithstanding the foregoing provisions of this Section, if any action is to be taken at a meeting of Holders of Debt Securities of any series with respect to any consent, waiver, request, demand, notice, authorization, direction or other action that this Indenture expressly provides may be made, given or taken by the Holders of a specified percentage in principal amount of all Outstanding Debt Securities affected thereby, or of the Holders of such series and one or more additional series:

(i) there shall be no minimum quorum requirement for such meeting; and

(ii) the principal amount of the Outstanding Debt Securities of such series that vote in favor of such consent, waiver, request, demand, notice, authorization, direction or other action shall be taken into account in determining whether such request, demand, authorization, direction, notice, consent, waiver or other action has been made, given or taken under this Indenture.

Notwithstanding any other provisions of this Indenture, the Trustee for any series may make such reasonable regulations as it may deem advisable for any meeting of Holders of such series, in regard to proof of the holding of Debt Securities of such series and of the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem appropriate.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by Holders of such series as provided in Section 9.03 at which a quorum is present, in which case the Company or the Holders calling the meeting, as the case may be,

shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by a majority vote of the meeting.

Subject to the provisos in the definition of "Outstanding," at any meeting each Holder of a Debt Security of the series with respect to which such meeting is being held or proxy therefor shall be entitled to one vote for each $1,000 principal amount (or such other amount as shall be specified as contemplated by Section 3.01) of Debt Securities of such series held or represented by him; provided, however, that no vote shall be cast or counted at any meeting in respect of any Debt Security challenged as not Outstanding and ruled by the chairman of the meeting to be not Outstanding. The chairman of the meeting shall have no right to vote other than by virtue of Outstanding Debt Securities of such series held by him or instruments in writing duly designating him as the person to vote on behalf of Holders of Debt Securities of such series. Any meeting of Holders with respect to which a meeting was duly called pursuant to the provisions of Section 9.02 or 9.03 at which a quorum is present may be adjourned from time to time by a majority of such Holders present and the meeting may be held as so adjourned without further notice.

Section 9.06. Voting.

The vote upon any resolution submitted to any meeting of Holders with respect to which such meeting is being held shall be by written ballots on which shall be subscribed the signatures of such Holders or of their representatives by proxy and the serial number or numbers of the Debt Securities held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record in duplicate of the proceedings of each meeting of Holders shall be taken and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more individuals having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was transmitted as provided in Section 9.02. The record shall show the serial numbers of the Debt Securities voting in favor of or against any resolution. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee.

Any record so signed and verified shall be conclusive evidence of the matters therein stated.

Section 9.07. No Delay of Rights by Meeting.

Nothing contained in this Article Nine shall be deemed or construed to authorize or permit, by reason of any call of a meeting of Holders or any rights expressly or impliedly conferred hereunder to make such call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or to any Holder under any of the provisions of this Indenture or of the Debt Securities or Coupons, if any, of any series.

## ARTICLE TEN

## CONSOLIDATION, MERGER, CONVEYANCE, TRANSFER OR LEASE

Section 10.01. Company May Consolidate, etc., Only on Certain Terms.

The Company shall not consolidate with or merge into any other Corporation or sell or convey its properties and assets substantially as an entirety to any Person, unless:

(1) the Corporation formed by such consolidation or into which the Company is merged or the Person which acquires by sale or conveyance the properties and assets of the Company substantially as an entirety (the "successor corporation") shall be a corporation organized and existing under the laws of the United States or any State or the District of Columbia and shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of (and premium, if any) and interest on all the Outstanding Debt Securities and Coupons, if any, and the performance of every covenant of this Indenture on the part of the Company to be performed or observed;

(2) immediately after giving effect to such transaction, no Event of Default, and no event which, after notice or lapse of time, or both, would become an Event of Default, shall have occurred and be continuing; and

(3) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel each stating that such consolidation, merger, sale or conveyance and such supplemental indenture comply with this Article Ten and all other provisions of this Indenture and that all conditions precedent herein provided for relating to such transaction have been complied with.

For purposes of this Section, "sell or convey its properties and assets substantially as an entirety" shall mean properties and assets contributing in the aggregate to at least 80% of the Company's total consolidated revenues as reported in the Company's last available periodic financial report (quarterly or annual, as the case may be) filed with the Commission.

Section 10.02. Successor Corporation Substituted.

Upon any consolidation with or merger into any other Corporation, or any sale or conveyance of the properties and assets of the Company substantially as an entirety in accordance with Section 10.01, the successor Corporation formed by such consolidation or into which the Company is merged or to which such sale or conveyance is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor Corporation had been named as the Company herein, and thereafter the predecessor Corporation shall be relieved of all obligations and covenants under this Indenture and the Debt Securities and Coupons, if any.

## ARTICLE ELEVEN

## SUPPLEMENTAL INDENTURES

Section 11.01. Supplemental Indentures Without Consent of Holders.

Without prior notice to or the consent of any Holders, the Company, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form reasonably satisfactory to the Trustee, for any of the following purposes:

(1) to evidence the succession of another Corporation to the rights of the Company, and the assumption by such successor of the covenants and obligations of the Company, herein and in the Debt Securities and Coupons, if any, contained; or

(2) to add to the covenants of the Company for the benefit of the Holders of all or any series of Debt Securities and the Coupons, if any, appertaining thereto (and if such covenants are to be for the benefit of less than all series, stating that such covenants are expressly being included solely for the benefit of such series), or to surrender any right or power herein conferred upon the Company; or

(3) to add any additional Events of Default (and if such Events of Default are to be applicable to less than all series, stating that such Events of Default are expressly being included solely to be applicable to such series); or

(4) to add or change any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the issuance of Debt Securities of any series in bearer form, registrable or not registrable, and with or without Coupons, to permit Bearer Securities to be issued in exchange for Registered Securities, to permit Bearer Securities to be issued in exchange for Bearer Securities of other authorized denominations or to permit the issuance of Debt Securities of any series in uncertificated form, provided that any such action shall not adversely affect the interests of the Holders of Debt Securities of any series or any related Coupons in any material respect; or

(5) to change or eliminate any of the provisions of this Indenture, provided that any such change or elimination shall become effective only when there is no Outstanding Debt Security or Coupon of any

series created prior to the execution of such supplemental indenture which is entitled to the benefit of such provision and as to which such supplemental indenture would apply; or

(6) to secure the Debt Securities or to provide that any of the Company's obligations under the Debt Securities or this Indenture shall be guaranteed; or

(7) to supplement any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the defeasance and discharge of any series of Securities pursuant to Article Four or Fifteen, provided that any such action shall not adversely affect the interests of the Holders of Debt Securities of such series or any other series of Debt Securities or any related Coupons in any material respect; or

(8) to establish the form or terms of Debt Securities and Coupons, if any, of any series as permitted by Sections 2.01 and 3.01; or

(9) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to one or more series of Debt Securities and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 6.11; or

(10) to cure any ambiguity, to correct or supplement any provision herein which may be defective or inconsistent with any other provision herein, to eliminate any conflict between the terms of this Indenture and the Debt Securities and the Trust Indenture Act, or to make any other provisions with respect to matters or questions arising under this Indenture which shall not be inconsistent with any provision of this Indenture; provided such other provisions shall not adversely affect the interests of the Holders of Outstanding Debt Securities or Coupons, if any, of any series created prior to the execution of such supplemental indenture in any material respect; or

(11) to change or modify any of the provisions of this Indenture; provided that any such changes or modifications shall not adversely affect the interests of the Holders of Outstanding Debt Securities or Coupons, if any, of any series created prior to the execution of such supplemental indenture in any material respect.

Section 11.02. Supplemental Indentures With Consent of Holders.

With the written consent of the Holders of not less than a majority in principal amount of the Outstanding Debt Securities of each series affected by such supplemental indenture voting separately, by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders under this Indenture of such Debt Securities or Coupons, if any; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Debt Security of each such series affected thereby,

(1) change the Stated Maturity of the principal of, or installment of interest, if any, on, any Debt Security, or reduce the principal amount thereof or the interest thereon or any premium payable upon redemption thereof, or change the Stated Maturity of or reduce the amount of any payment to be made with respect to any Coupon, or change the Currency or Currencies in which the principal of (and premium, if any) or interest on such Debt Security is denominated or payable, or reduce the amount of the principal of a Discount Security that would be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 5.02, or adversely affect the right of repayment or repurchase, if any, at the option of the Holder, or reduce the amount of, or postpone the date fixed for, any payment under any sinking fund or analogous provisions for any Debt Security, or impair the right to institute suit for the enforcement of any payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption Date), or limit the obligation of the Company to maintain a paying agency outside the United States for payment on Bearer Securities as provided in Section 12.03; or

(2) reduce the percentage in principal amount of the Outstanding Debt Securities of any series, the consent of whose Holders is required for any supplemental indenture, or the consent of whose Holders is required for any waiver of compliance with certain provisions of this Indenture or certain defaults or Events of Default hereunder and their consequences provided for in this Indenture; or

(3) modify any of the provisions of this Section, Section 5.13 or Section 12.09, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Outstanding Debt Security of each series affected thereby; provided, however, that this clause shall not be deemed to require the consent of any Holder with respect to changes in the references to "the Trustee" and concomitant changes in this Section 11.02 and Section 12.09, or the deletion of this proviso, in accordance with the requirements of Sections 6.11 and 11.01(7).

It shall not be necessary for any Act of Holders under this Section 11.02 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

A supplemental indenture which changes or eliminates any covenant or other provision of this Indenture with respect to one or more particular series of Debt Securities and Coupons, if any, or which modifies the rights of the Holders of Debt Securities and Coupons of such series with respect to such covenant or other provision, shall be deemed not to affect the rights under this Indenture of the Holders of Debt Securities and Coupons, if any, of any other series.

Section 11.03. Execution of Supplemental Indentures.

In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article Eleven or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Section 6.01) shall be fully protected in relying upon, in addition to the Opinion of Counsel required by Section 1.02, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture and that it will be valid and binding on the Company in accordance with its terms. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which adversely affects the Trustee's immunities or its material rights and duties under this Indenture or otherwise.

Section 11.04. Effect of Supplemental Indentures.

Upon the execution of any supplemental indenture under this Article Eleven, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Debt Securities and Coupons theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 11.05. Conformity with Trust Indenture Act.

Every supplemental indenture executed pursuant to this Article Eleven shall conform to the requirements of the Trust Indenture Act as then in effect.

Section 11.06. Reference in Debt Securities to Supplemental Indentures.

Debt Securities and Coupons, if any, of any series authenticated and delivered after the execution of any supplemental indenture pursuant to this Article Eleven may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Debt Securities and Coupons, if any, of any series so modified as to conform, in the opinion of the Trustee and the Board of Directors, to any such supplemental indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for Outstanding Debt Securities and Coupons, if any, of such series. Failure to make the appropriate notation or issue a new Debt Security or Coupon shall not affect the validity and effect of such supplemental indenture or of such new Debt Security or Coupon.

Section 11.07. Notice of Supplemental Indenture.

Promptly after the execution by the Company and the Trustee of any supplemental indenture pursuant to Section 11.02, the Company shall transmit, in the manner and to the extent provided in Section 1.05, to all Holders of any series of the Debt Securities affected thereby, a notice setting forth in general terms the

substance of such supplemental indenture. Any failure of the Company to mail such note, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

## ARTICLE TWELVE

## COVENANTS

Section 12.01. Payment of Principal, Premium and Interest.

The Company covenants and agrees for the benefit of each series of Debt Securities and Coupons, if any, that it will duly and punctually pay the principal of (and premium, if any) and interest on the Debt Securities in accordance with the terms of the Debt Securities, the Coupons and this Indenture. Unless otherwise specified as contemplated by Section 3.01 with respect to any series of Debt Securities or except as otherwise provided in Section 3.06, any interest due on Bearer Securities on or before Maturity shall be payable only upon presentation and surrender of the several Coupons for such interest installments as are evidenced thereby as they severally mature. If so provided in the terms of any series of Debt Securities established as provided in Section 3.01, the interest, if any, due in respect of any temporary Global Note or permanent Global Note, together with any additional amounts payable in respect thereof, as provided in the terms and conditions of such Debt Security, shall be payable only upon presentation of such Debt Security to the Trustee or Paying Agent for notation thereon of the payment of such interest.

Section 12.02. Officer's Certificate as to Default.

The Company will deliver to the Trustee, on or before a date not more than four months after the end of each fiscal year of the Company (which on the date hereof is the calendar year) ending after the date hereof, a certificate signed by the principal executive officer, principal financial officer or principal accounting officer stating to the best knowledge of the signer thereof the Company is in compliance with all covenants and conditions under this Indenture, and, if the Company shall be in default, specifying all such defaults and the nature thereof, including what actions are being taken or proposed to be taken with respect thereto, of which the signer may have knowledge. For purposes of this Section 12.02, such compliance shall be determined without regard to any period of grace or requirement of notice provided under this Indenture.

Section 12.03. Maintenance of Office or Agency.

if Debt Securities of a series are issuable only as Registered Securities, the Company will maintain or cause to be maintained in each Place of Payment for such series an office or agency where Debt Securities of that series may be presented or surrendered for payment, where Debt Securities of that series may be surrendered for registration of transfer or exchange or redemption and where notices and demands to or upon the Company in respect of the Debt Securities of that series and this Indenture may be served. if Debt Securities of a series are issuable as Bearer Securities, the Company will maintain (A) in the Borough of Manhattan, The City and State of New York, an office or agency where any Registered Securities of that series, if any, may be presented or surrendered for payment, where any Registered Securities of that series, if any, may be surrendered for registration of transfer, where Debt Securities of that series may be surrendered for exchange or redemption, where notices and demands to or upon the Company in respect of the Debt Securities of that series and this Indenture may be served and where Bearer Securities of that series and related Coupons may be presented or surrendered for payment in the circumstances described in the following paragraph (and not otherwise), (B) subject to any laws or regulations applicable thereto, in a Place of Payment for that series which is located outside the United States, an office or agency where Bearer Securities of that series and related Coupons may be presented and surrendered for payment (including payment of any additional amounts payable on Securities of that series, if so provided pursuant to Section 3.01); provided, however, that if the Debt Securities of that series are listed on The Stock Exchange of the United Kingdom and the Republic of Ireland, the Luxembourg Stock Exchange or any other stock exchange located outside the United States and such stock exchange shall so require, the Company will maintain a Paying Agent for the Debt Securities of that series in London, Luxembourg or any other required city located outside the United States, as the case may be, so long as the Debt Securities of that series are listed on such exchange, and (C) subject to any laws or regulations applicable thereto, in a Place of Payment for that series located outside

the United States an office or agency where any Registered Securities of that series may be surrendered for registration of transfer, where Debt Securities of that series may be surrendered for exchange and redemption and where notices and demands to or upon the Company in respect of the Debt Securities of that series and this Indenture may be served. The Company will give prompt written notice to the Trustee of the locations, and any change in the locations, of such offices or agencies. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, except that Bearer Securities of that series and the related Coupons may be presented and surrendered for payment at the offices specified in the applicable Debt Security, and the Company hereby appoints the Trustee, or in the case of Bearer Securities, such other agent as is specified pursuant to Section 3.01, as its agent to receive all presentations, surrenders, notices and demands.

No payment of principal, premium or interest on Bearer Securities shall be made at any office or agency of the Company in the United States or by check mailed to any address in the United States or by transfer to an account maintained with a bank located in the United States; provided, however, that, if the Debt Securities of a series are denominated and payable in Dollars, payment of principal of and any premium and interest on any Bearer Security (including any additional amounts payable on Securities of such series, if so provided pursuant to Section 3.01) shall be made at the office of the Company's Paying Agent in the Borough of Manhattan, The City and State of New York, if (but only if) payment in Dollars of the full amount of such principal, premium, interest or additional amounts, as the case may be, at all offices or agencies outside the United States maintained for the purpose by the Company in accordance with this Indenture is illegal or effectively precluded by exchange controls or other similar restrictions.

The Company may also from time to time designate different or additional offices or agencies to be maintained for such purposes (in or outside of such Place of Payment), and may from time to time rescind any such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligations described in the preceding paragraph. The Company will give prompt written notice to the Trustee of any such additional designation or rescission of designation and any change in the location of any such different or additional office or agency.

Section 12.04. Money for Debt Securities; Payments to Be Held in Trust.

If the Company or any of its Affiliates shall at any time act as the Company's Paying Agent with respect to any series of Debt Securities and Coupons, if any, it will, on or before each due date of the principal of (and premium, if any) or interest on any of the Debt Securities of such series, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal (and premium, if any) or interest so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided, and will promptly notify the Trustee of its action or failure so to act.

Whenever the Company shall have one or more Paying Agents with respect to any series of Debt Securities and Coupons, it will, prior to each due date of the principal (and premium, if any) or interest on any Debt Securities of such series, deposit with any such Paying Agent a sum sufficient to pay the principal (and premium, if any) or interest so becoming due, such sum to be held in trust for the benefit of the Persons entitled thereto, and (unless any such Paying Agent is the Trustee) the Company will promptly notify the Trustee of its action or failure so to act.

The Company will cause each Paying Agent with respect to any series of Debt Securities other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section 12.04 , that such Paying Agent will:

(1) hold all sums held by it for the payment of the principal of (and premium, if any) or interest on Debt Securities of such series in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(2) give the Trustee notice of any default by the Company (or any other obligor upon the Debt Securities of such series) in the making of any payment of principal (and premium, if any) or interest on the Debt Securities of such series; and

(3) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Company or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Company or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Subject to any applicable abandoned property law, any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of (and premium, if any) or interest on any Debt Security of any series and remaining unclaimed for two years after such principal (and premium, if any) or interest has become due and payable shall be paid to the Company upon Company Request, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Debt Security or Coupon shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be transmitted in the manner and to the extent provided by Section 1.05, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification, any unclaimed balance of such money then remaining will be repaid to the Company.

Section 12.05. Corporate Existence.

Subject to Article Ten, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence, rights (charter and statutory) and franchises; provided, however, that the Company shall not be required to preserve any such right or franchise if the Board of Directors of the Company shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company.

Section 12.06. Purchase of Debt Securities by Company.

If the Debt Securities of a series are listed on The Stock Exchange of the United Kingdom and the Republic of Ireland and such stock exchange shall so require, the Company will not purchase any Debt Securities of that series by private treaty at a price (exclusive of expenses and accrued interest) which exceeds 120% of the mean of the nominal quotations of the Debt Securities of that series as shown in The Stock Exchange Daily Official List for the last trading day preceding the date of purchase.

Section 12.07. Limitation on Liens.

The Company will not create or assume and will not permit a Restricted Subsidiary to create or assume, otherwise than in favor of the Company or a Subsidiary, any mortgage, pledge or other lien or encumbrance upon any Principal Property or upon any stock of any Subsidiary or any indebtedness of any Subsidiary to the Company or such Restricted Subsidiary, whether now owned or hereafter acquired, without making effective provision whereby the Outstanding Debt Securities of any applicable series will be secured by such mortgage, pledge or other lien or encumbrance equally and ratably with any and all other obligations and indebtedness thereby secured, so long as any such other obligations and indebtedness shall be so secured (provided, that for the purpose of providing such equal and ratable security, the principal amount of Outstanding Debt Securities of any series of Discount Securities shall be such portion of the principal amount as may be specified in the terms of that series); provided, however, that the foregoing covenant shall not be applicable to the following:

(a) (i) any mortgage, pledge or other lien or encumbrance on any such property existing on the date of this Indenture or at the time a Person owning a Principal Property shall become a Restricted Subsidiary, or (ii) any mortgage, pledge or other lien or encumbrance on any such property now owned or hereafter acquired or constructed by the Company or a Restricted Subsidiary, or on which property so owned or acquired or constructed is located, and created prior to, contemporaneously with or within 120 days after,

such improvement or acquisition or construction or the commencement of commercial operation of such property, to secure or provide for the payment of any part of the cost of improvements or purchase or construction price of such property, or (iii) the acquisition by the Company or a Restricted Subsidiary of any such property subject to any mortgage, pledge or other lien or encumbrance upon such property existing at the time of acquisition thereof, whether or not assumed by the Company or such Restricted Subsidiary, or (iv) any mortgage, pledge or other lien or encumbrance existing on the shares of stock or indebtedness of a Person at the time such Person shall become a Subsidiary; provided that, in the case of clause (i) of this Section 12.07(a), the lien of any such mortgage, pledge or other lien or encumbrance does not spread to cover other property and, in the case of clauses (ii) through (iv) of this Section 12.07(a), the lien of any such mortgage, pledge or other lien or encumbrance does not spread to property owned prior to such acquisition or construction or to other property thereafter acquired or constructed, in each case, other than improvements on such property or acquired or constructed property, as the case may be;

(b) any mortgage, pledge or other lien or encumbrance created for the sole purpose of extending, renewing or refunding any mortgage, pledge or other lien or encumbrance permitted by subsection (a) of this Section 12.07; provided, however, that the principal amount of indebtedness secured thereby shall not exceed the principal amount of indebtedness so secured at the time of such extension, renewal or refunding and that such extension, renewal or refunding mortgage, pledge or other lien or encumbrance shall be limited to all or any part of the same property that secured the mortgage, pledge or other lien or encumbrance extended, renewed or refunded, or to other property of the Company or its Restricted Subsidiaries not subject to the limitations of this Section;

(c) liens for taxes or assessments or governmental charges or levies not then due and delinquent or the validity of which is being contested in good faith, and against which an adequate reserve has been established; liens on any such property created in connection with pledges or deposits to secure public or statutory obligations or to secure performance in connection with bids or contracts; materialmen's, mechanic's, carrier's, workmen's, repairmen's or other like liens; or liens on any such property created in connection with deposits to obtain the release of such liens; liens on any such property created in connection with deposits to secure surety, stay, appeal or customs bonds; liens created by or resulting from any litigation or legal proceeding which is being contested in good faith by appropriate proceedings; leases and liens, rights of reverter and other possessory rights of the lessor thereunder; zoning restrictions, easements, rights-of-way or other restrictions on the use of real property or minor irregularities in the title thereto; and any other liens and encumbrances similar to those described in this subsection, the existence of which does not, in the opinion of the Company, materially impair the use by the Company or a Restricted Subsidiary of the affected property in the operation of the business of the Company or a Restricted Subsidiary, or the value of such property for the purposes of such business;

(d) any contracts for production, research or development with or for the Government, directly or indirectly, providing for advance, partial or progress payments on such contracts and for a lien, paramount to all other liens, upon money advanced or paid pursuant to such contracts, or upon any material or supplies in connection with the performance of such contracts to secure such payments to the Government; and liens or other evidences of interest in favor of the Government, paramount to all other liens, on any equipment, tools, machinery, land or buildings hereafter constructed, installed or purchased by the Company or a Restricted Subsidiary primarily for the purpose of manufacturing or producing any product or performing any development work, directly or indirectly, for the Government to secure indebtedness incurred and owing to the Government for the construction, installation or purchase of such equipment, tools, machinery, land or buildings. For the purpose of this subsection (d), "Government" shall mean the Government of the United States and any department, agency or political subdivision thereof and the government of any foreign country with which the Company or its Subsidiaries is permitted to do business under applicable law and any department, agency or political subdivision thereof;

(e) any mortgage, pledge or other lien or encumbrance created after the date of this Indenture on any property leased to or purchased by the Company or a Restricted Subsidiary after that date and securing, directly or indirectly, obligations issued by a State, a territory or a possession of the United States, or any political subdivision of any of the foregoing, or the District of Columbia, to finance the cost of acquisition or

cost of construction of such property, provided that the interest paid on such obligations is entitled to be excluded from gross income of the recipient pursuant to Section 103(a)(1) of the Code (or any successor to such provision) as in effect at the time of the issuance of such obligations; and

(f) any mortgage, pledge or other lien or encumbrance not otherwise permitted under this Section 12.07; provided, the aggregate amount of indebtedness secured by all such mortgages, pledges or other liens or encumbrances does not exceed 15% of the Company's Consolidated Net Tangible Assets as at the end of the Company's most recently completed accounting period preceding the creation or assumption of such mortgage, pledge or other lien or encumbrance (reduced by any Attributable Debt with respect to any Sale and Leaseback Transaction permitted under clause (c) of, but not otherwise permitted by under, Section 12.08).

Section 12.08 Limitation on Sale and Leaseback Transactions.

The Company will not enter into and will not permit a Restricted Subsidiary to enter into any Sale and Leaseback Transaction with respect to any Principal Property owned by the Company or such Restricted Subsidiary on the date of this Indenture, unless (a) such Sale and Leaseback Transaction involves a lease for a term of not more than three years; (b) such Sale and Leaseback Transaction is between the Company or such Restricted Subsidiary and a Subsidiary; (c) the Company or such Restricted Subsidiary would be entitled to incur indebtedness secured by a mortgage, pledge or other lien or encumbrance on such Principal Property involved in such Sale and Leaseback Transaction at least equal in amount to the Attributable Debt with respect to such Sale and Leaseback Transaction pursuant to clause (f) of Section 12.07 without equally and ratably securing the Debt Securities of any applicable series pursuant to such covenant; or (d) the proceeds of such Sale and Leaseback Transaction are at least equal to the fair market value thereof (as determined in good faith by the Board of Directors) and the Company applies an amount equal to the greater of the net proceeds of such sale or the Attributable Debt with respect to such Sale and Leaseback Transaction within 180 days of such sale to either (or a combination) of (i) the retirement (other than the mandatory retirement, mandatory prepayment or sinking fund payment or by payment at maturity) of Funded Debt of the Company or a Restricted Subsidiary (other than Funded Debt that is subordinated to the Debt Securities) or (ii) the purchase, construction or development of other comparable property.

Section 12.09. Waiver of Certain Covenants.

The Company may omit in any particular instance to comply with any term, provision or condition set forth in Sections 12.05, 12.07 and 12.08 (and, if so specified pursuant to Section 3.01, any other covenant not set forth herein and specified pursuant to Section 3.01 to be applicable to the Debt Securities of any series, except as otherwise provided pursuant to Section 3.01) with respect to the Debt Securities of any series if before the time for such compliance the Holders of at least a majority in principal amount of the Outstanding Debt Securities of such series shall, by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such term, provision or condition, but no such waiver shall extend to or affect such term, provision or condition except to the extent expressly so waived, and, until such waiver shall become effective, the obligations of the Company and the duties of the Trustee in respect of any such term, provision or condition shall remain in full force and effect.

## ARTICLE THIRTEEN

## REDEMPTION OF DEBT SECURITIES

Section 13.01. Applicability of Article.

Debt Securities of any series which are redeemable before their Maturity shall be redeemable in accordance with their terms and (except as otherwise specified pursuant to Section 3.01 for Debt Securities of any series) in accordance with this Article Thirteen.

Section 13.02. Election to Redeem; Notice to Trustee.

The election of the Company to redeem (or, in the case of Discount Securities, to permit the Holders to elect to surrender for redemption) any Debt Securities shall be evidenced by a Board Resolution. In case of any redemption at the election of the Company of less than all of the Debt Securities of any series pursuant to Section 13.03, the Company shall, at least 90 days before the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date and of the principal amount of Debt Securities of such series to be redeemed. In the case of any redemption of Debt Securities prior to the expiration of any restriction on such redemption provided in the terms of such Debt Securities or elsewhere in this Indenture, the Company shall furnish the Trustee with an Officers' Certificate and Opinion of Counsel evidencing compliance with such restrictions.

Section 13.03. Selection by Trustee of Debt Securities to Be Redeemed.

Except in the case of a redemption in whole of the Bearer Securities or the Registered Securities of such series, if less than all the Debt Securities of any series are to be redeemed at the election of the Company, the particular Debt Securities to be redeemed shall be selected not more than 60 days prior to the Redemption Date by the Trustee, from the Outstanding Debt Securities of such series not previously called for redemption, by such method as the Trustee shall deem fair and appropriate (provided, that such method complies with the rules of any national securities exchange or quotation system on which the Debt Securities of such series are then listed) and which may provide for the selection for redemption of portions (equal to the minimum authorized denomination for Debt Securities of such series or any integral multiple thereof) of the principal amount of Debt Securities of such series in a denomination larger than the minimum authorized denomination for Debt Securities of such series pursuant to Section 3.02 in the Currency in which the Debt Securities of such series are denominated. The portions of the principal amount of Debt Securities so selected for partial redemption shall be equal to the minimum authorized denominations for Debt Securities of such series pursuant to Section 3.02 in the Currency in which the Debt Securities of such series are denominated or any integral multiple thereof, except as otherwise set forth in the applicable form of Debt Securities. In any case when more than one Registered Security of such series is registered in the same name, the Trustee in its discretion may treat the aggregate principal amount so registered as if it were represented by one Registered Security of such series.

The Trustee shall promptly notify the Company in writing of the Debt Securities selected for redemption and, in the case of any Debt Securities selected for partial redemption, the principal amount thereof to be redeemed.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Debt Securities shall relate, in the case of any Debt Security redeemed or to be redeemed only in part, to the portion of the principal amount of such Debt Security which has been or is to be redeemed.

Section 13.04. Notice of Redemption.

Notice of redemption shall be given by the Company, or at the Company's request, by the Trustee in the name and at the expense of the Company, not less than 30 days and not more than 60 days prior to the Redemption Date to the Holders of Debt Securities of any series to be redeemed in whole or in part pursuant to this Article Thirteen, in the manner provided in Section 1.05. At the Company's written request, the Trustee shall give the notice of redemption in the Company's name and at the Company's expense provided, however, that the Company shall deliver to the Trustee, at least 35 days or such shorter period as the Trustee may agree to in writing prior to the Redemption Date, an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in this Section 13.04. A copy of such notice shall be given to the Trustee on the same day that the notice is given to the Holders of such Debt Securities. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice. Failure to give such notice, or any defect in such notice to the Holder of any Debt Security of a series designated for redemption, in whole or in part, shall not affect the sufficiency of any notice of redemption with respect to the Holder of any other Debt Security of such series.

All notices of redemption shall state:

(1) the Redemption Date,

(2) the Redemption Price,

(3) the CUSIP Number,

(4) the name and address of the Paying Agent

(5) that Debt Securities of such series are being redeemed by the Company pursuant to provisions contained in this Indenture or the terms of the Debt Securities of such series or a supplemental indenture establishing such series, if such be the case, and naming such provisions, together with a brief statement of the facts permitting such redemption,

(6) if less than all Outstanding Debt Securities of any series are to be redeemed, the identification (and, in the case of partial redemption, the principal amounts) of the particular Debt Securities to be redeemed and that, after the Redemption Date, upon surrender of such Debt Securities, a new Debt Security or Securities in principal amount equal to the unredeemed portion will be issued,

(7) that on the Redemption Date the Redemption Price will become due and payable upon each such Debt Security to be redeemed, and that, unless the Company defaults in making such redemption payment, interest thereon, if any, shall cease to accrue on and after said date,

(8) that, unless otherwise specified in such notice, Coupon Securities of any series, if any, surrendered for redemption must be accompanied by all Coupons maturing subsequent to the date fixed for redemption, failing which the amount of any such missing Coupon or Coupons will be deducted from the Redemption Price,

(9) the Place or Places of Payment where such Debt Securities are to be surrendered for payment of the Redemption Price, and

(10) that the redemption is for a sinking fund, if such is the case.

Section 13.05. Deposit of Redemption Price.

Not later than on Business Day prior to the Redemption Date for any Debt Securities, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Company or an Affiliate is acting as the Company's own Paying Agent, segregate and hold in trust as provided in Section 12.04) an amount of money in the Currency or Currencies in which such Debt Securities are denominated (except as provided pursuant to Section 3.01) sufficient to pay the Redemption Price of such Debt Securities or any portions thereof which are to be redeemed on the Redemption Date.

Section 13.06. Debt Securities Payable on Redemption Date.

Notice of redemption having been given as aforesaid, any Debt Securities so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price in the Currency in which the Debt Securities of such series are payable (except as otherwise specified pursuant to Section 3.01 or 3.10), and from and after such date (unless the Company shall default in the payment of the Redemption Price) such Debt Securities shall cease to bear interest. Upon surrender of any such Debt Security for redemption in accordance with said notice, such Debt Security shall be paid by the Company at the Redemption Price; provided, however, that installments of interest on Bearer Securities whose Stated Maturity is on or prior to the Redemption Date shall be payable only at an office or agency located outside the United States (except as otherwise provided in Section 12.03) and, unless otherwise specified as contemplated by Section 3.01, only upon presentation and surrender of Coupons for such interest; and provided, further, that, unless otherwise specified as contemplated by Section 3.01, installments of interest on Registered Securities which have a Stated Maturity on or prior to the Redemption Date for such Debt Securities shall be payable according to the terms of such Debt Securities and the provisions of Section 3.07.

If any Debt Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the Redemption Date at the rate prescribed therefor in the Debt Security.

If any Coupon Security surrendered for redemption shall not be accompanied by all Coupons appertaining thereto maturing on or after the Redemption Date, the Redemption Price for such Coupon Security may be reduced by an amount equal to the face amount of all such missing Coupons. If thereafter the Holder of such Coupon shall surrender to any Paying Agent outside the United States any such missing Coupon in respect of which a deduction shall have been made from the Redemption Price, such Holder shall be entitled to receive the amount so deducted. The surrender of such missing Coupon or Coupons may be waived by the Company and the Trustee, if there be furnished to them such security or indemnity as they may require to save each of them and any Paying Agent harmless.

Section 13.07. Debt Securities Redeemed in Part.

Any Debt Security which is to be redeemed only in part shall be surrendered at the address set forth in the notice of redemption with, if the Company, the Security Registrar or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company, the Security Registrar and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing, and the Company shall execute, and the Trustee shall authenticate and deliver to the Holder of such Debt Security without service charge, a new Debt Security or Debt Securities of the same series, of like tenor and form, of any authorized denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Debt Security so surrendered, and, in the case of a Coupon Security, with appropriate Coupons attached. In the case of a Debt Security providing appropriate space for such notation, at the option of the Holder thereof, the Trustee, in lieu of delivering a new Debt Security or Debt Securities as aforesaid, may make a notation on such Debt Security of the payment of the redeemed portion thereof.

## ARTICLE FOURTEEN

## SINKING FUNDS

Section 14.01. Applicability of Article.

The provisions of this Article Fourteen shall be applicable to any sinking fund for the retirement of Debt Securities of a series except as otherwise specified pursuant to Section 3.01 for Debt Securities of such series.

The minimum amount of any sinking fund payment provided for by the terms of Debt Securities of any series is herein referred to as a "mandatory sinking fund payment", and any payment in excess of such minimum amount provided for by the terms of Debt Securities of any series is herein referred to as an "optional sinking fund payment". If provided for by the terms of Debt Securities of any series, the amount of any cash sinking fund payment may be subject to reduction as provided in Section 14.02. Each sinking fund payment shall be applied to the redemption of Debt Securities of any series as provided for by the terms of Debt Securities of such series.

Section 14.02. Satisfaction of Mandatory Sinking Fund Payments with Debt Securities.

Subject to Section 14.03, in lieu of making all or any part of a mandatory sinking fund payment with respect to any Debt Securities of a series in cash, the Company may at its option deliver to the Trustee Outstanding Debt Securities of such series (other than any previously called for redemption or presented for repayment at the option of the Holder) theretofore purchased or otherwise acquired by the Company, together in the case of any Bearer Securities of such series with all unmatured Coupons, if any, appertaining thereto, and (2) receive credit for the principal amount of previously Outstanding Debt Securities of such series which have been previously purchased or otherwise acquired by the Company and delivered to the Trustee by the Company or the Outstanding Debt Securities of such series which have been redeemed either at the election of the Company pursuant to the terms of the Debt Securities of such series or through the application of

permitted optional sinking fund payments pursuant to the terms of the Debt Securities of such series, together in the case of any Bearer Securities of such series with all unmatured Coupons, if any, appertaining thereto, in each case in satisfaction of all or any part of any mandatory sinking fund payment with respect to the Debt Securities of such series required to be made pursuant to the terms of the Debt Securities of such series as provided for by the terms of such series; provided that the Trustee shall have received evidence reasonably satisfactory to the Trustee, from the Security Registrar or the Company, that the Debt Securities of such series shall not have been previously so credited. The Debt Securities of such series shall be received and credited for such purpose by the Trustee at the Redemption Price specified in the Debt Securities of such series for redemption through operation of the sinking fund and the amount of such mandatory sinking fund payment shall be reduced accordingly.

Section 14.03. Redemption of Debt Securities for Sinking Fund.

Not less than 60 days prior to each sinking fund payment date for any series of Debt Securities, the Company will deliver to the Trustee an Officers' Certificate specifying the amount of the next ensuing sinking fund payment for that series pursuant to the terms of that series, the portion thereof, if any, which is to be satisfied by payment of cash in the Currency or Currencies in which the Debt Securities of such series are denominated (except as otherwise provided pursuant to Section 3.01) and the portion thereof, if any, which is to be satisfied by delivering and crediting Debt Securities of such series pursuant to Section 14.02. In the case of the failure of the Company to deliver such certificate, or if the Trustee shall have received evidence reasonably satisfactory to it from the Security Registrar or the Company that Debt Securities to be delivered in payment of such sinking fund obligation shall have been previously so credited, the sinking fund payment due on the next succeeding sinking fund payment date for such series shall be paid entirely in cash and shall be sufficient to redeem the principal amount of the Debt Securities of such series subject to a mandatory sinking fund payment without the right to deliver or credit Debt Securities as provided in Section 14.02 and without the right to make any optional sinking fund payment with respect to such series at such time.

Any sinking fund payment or payments (mandatory or optional) made in cash plus any unused balance of any preceding sinking fund payments made with respect to the Debt Securities of any particular series shall be applied by the Trustee (or by the Company or an Affiliate if the Company or an Affiliate is acting as the Company's Paying Agent) on the sinking fund payment date on which such payment is made (or, if such payment is made before a sinking fund payment date, on the sinking fund payment date immediately following the date of such payment) to the redemption of Debt Securities of such series at the Redemption Price specified in such Debt Securities with respect to the sinking fund. Any sinking fund moneys not so applied or allocated by the Trustee (or by the Company or an Affiliate if the Company or an Affiliate is acting as the Company's Paying Agent) to the redemption of Debt Securities shall be added to the next sinking fund payment received by the Trustee (or if the Company or an Affiliate is acting as the Company's Paying Agent, segregated and held in trust as provided in Section 12.04) for such series and, together with such payment (or such amount so segregated) shall be applied in accordance with the provisions of this Section 14.03. Any and all sinking fund moneys with respect to the Debt Securities of any particular series held by the Trustee (or if the Company or an Affiliate is acting as the Company's own Paying Agent, segregated and held in trust as provided in Section 12.04) on the last sinking fund payment date with respect to Debt Securities of such series and not held for the payment or redemption of particular Debt Securities of such series shall be applied by the Trustee (or by the Company or an Affiliate if acting as the Company's Paying Agent), together with other moneys, if necessary, to be deposited (or segregated) sufficient for the purpose, to the payment of the principal of the Debt Securities of such series at Maturity.

The Trustee shall select or cause to be selected the Debt Securities to be redeemed upon such sinking fund payment date in the manner specified in Section 13.03 and the Company shall cause notice of the redemption thereof to be given in the manner provided in Section 13.04. Such notice having been duly given, the redemption of such Debt Securities shall be made upon the terms and in the manner stated in Section 13.06.

On or before each sinking fund payment date, the Company shall pay to the Trustee (or, if the Company or an Affiliate is acting as the Company's Paying Agent, the Company or an Affiliate shall segregate and hold in trust as provided in Section 12.04) in cash a sum, in the Currency or Currencies in which Debt Securities of such series are denominated (except as provided pursuant to Sections 3.01 or 3.10), equal to the principal (and premium, if any) and any interest accrued to the Redemption Date for Debt Securities or portions thereof to be redeemed on such sinking fund payment date pursuant to this Section.

## ARTICLE FIFTEEN

## DEFEASANCE

Section 15.01. Applicability of Article.

If, pursuant to Section 3.01, provision is made for the defeasance of Debt Securities of a series, and if the Debt Securities of such series are Registered Securities and denominated and payable only in Dollars (except as provided pursuant to Section 3.01) then the provisions of this Article Fifteen shall be applicable except as otherwise specified pursuant to Section 3.01 for Debt Securities of such series. Defeasance provisions, if any, for Debt Securities denominated in a Foreign Currency or Currencies or for Bearer Securities may be specified pursuant to Section 3.01.

Section 15.02. Defeasance Upon Deposit of Moneys or U.S. Government Obligations.

At the Company's option, either (a) the Company shall be deemed to have been Discharged (as defined below) from its obligations with respect to Debt Securities of any series ("legal defeasance option") or (b) the Company shall cease to be under any obligation to comply with any term, provision or condition set forth in Sections 10.01, 12.07 and 12.08 with respect to Debt Securities of any series (and, if so specified pursuant to Section 3.01, any other obligation of the Company or restrictive covenant added for the benefit of such series pursuant to Section 3.01) ("covenant defeasance option") at any time after the applicable conditions set forth below have been satisfied:

(1) the Company shall have deposited or caused to be deposited irrevocably with the Trustee as trust funds in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of the Debt Securities of such series (i) money in an amount, or (ii) U.S. Government Obligations (as defined below) which through the payment of interest and principal in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment, money in an amount, or (iii) a combination of (i) and (ii), sufficient, in the opinion (with respect to (ii) and (iii)) of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge each installment of principal (including any mandatory sinking fund payments) of and premium, if any, and interest on, the Outstanding Debt Securities of such series on the dates such installments of interest or principal and premium are due;

(2) such deposit shall not cause the Trustee with respect to the Debt Securities of that series to have a conflicting interest for purposes of the Trust Indenture Act with respect to the Debt Securities of any series;

(3) the Company delivers to the Trustee an Opinion of Counsel, in form and substance reasonably satisfactory to the Trustee, to the effect that the trust resulting from the deposit does not constitute, or is qualified as, a regulated investment company under the Investment Act of 1940;

(4) the Company delivers to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance and discharge of the Debt Securities as contemplated by this Article Fifteen have been complied with.

(5) such deposit will not result in a breach or violation of, or constitute a default under, this Indenture or any other agreement or instrument to which the Company is a party or by which it is bound;

(6) if the Debt Securities of such series are then listed on any national securities exchange, the Company shall have delivered to the Trustee an Opinion of Counsel and a letter or other document from

such exchange to the effect that the Company's exercise of its option under this Section would not cause such Debt Securities to be delisted;

(7) no Event of Default or event (including such deposit) which, with notice or lapse of time or both, would become an Event of Default with respect to the Debt Securities of such series shall have occurred and be continuing on the date of such deposit and, with respect to the legal defeasance option only, no Event of Default under Section 5.01(5) or Section 5.01(6) or event which with the giving of notice or lapse of time, or both, would become an Event of Default under Section 5.01(5) or Section 5.01(6) shall have occurred and be continuing on the 91st day after such date; and

(8) the Company shall have delivered to the Trustee an Opinion of Counsel or a ruling from the Internal Revenue Service to the effect that such deposit, defeasance or discharge shall not cause the Holders of the Debt Securities of such series to recognize income, gain or loss for Federal income tax purposes.

Notwithstanding the foregoing, if the Company exercises its covenant defeasance option and an Event of Default under Section 5.01(5) or Section 5.01(6) or event which with the giving of notice or lapse of time, or both, would become an Event of Default under Section 5.01(5) or Section 5.01(6) shall have occurred and be continuing on the 91st day after the date of such deposit, the obligations of the Company referred to under the definition of covenant defeasance option with respect to such Debt Securities shall be reinstated in full.

"Discharged" means that the Company shall be deemed to have paid and discharged the entire indebtedness represented by, and obligations under, the Debt Securities of such series and to have satisfied all the obligations under this Indenture relating to the Debt Securities of such series (and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging the same), except (A) the rights of Holders of Debt Securities of such series to receive, from the trust fund described in clause (1) above, payment of the principal of (and premium, if any) and interest on such Debt Securities when such payments are due, (B) the Company's obligations with respect to the Debt Securities of such series under Sections 3.04, 3.05, 3.06, 12.03 and 15.03 and under Section 6.07 of this Indenture and (C) the rights, powers, trusts, duties and immunities of the Trustee hereunder.

"U.S. Government Obligations" means securities that are (i) direct obligations of the United States for the payment of which its full faith and credit is pledged, or (ii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States, which, in either case under clause (i) or (ii), are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such U.S. Government Obligation or a specific payment of interest on or principal of any such U.S. Government Obligation held by such custodian for the account of the holder of a depository receipt; provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the U.S. Government Obligation or the specific payment of interest on or principal of the U.S. Government Obligation evidenced by such depository receipt.

Section 15.03. Deposited Moneys and U.S. Government Obligations to Be Held in Trust.

All moneys and U.S. Government Obligations deposited with the Trustee pursuant to Section 15.02 in respect of Debt Securities of a series shall be held in trust and applied by it, in accordance with the provisions of such Debt Securities and this Indenture, to the payment, either directly or through any Paying Agent (including the Company or an Affiliate acting as the Company's Paying Agent) as the Trustee may determine, to the Holders of such Debt Securities, of all sums due and to become due thereon for principal (and premium, if any) and interest, if any, but such money need not be segregated from other funds except to the extent required by law.

Section 15.04. Repayment to Company.

The Trustee and any Paying Agent shall promptly pay or return to the Company upon Company Request any moneys or U.S. Government Obligations held by them at any time pursuant to Section 15.02 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, are in excess of the amount thereof which would then be required to be deposited to effect the legal defeasance option or the covenant defeasance option, as the case may be, in accordance with this Article.

Section 15.05. Further Assurances.

Upon the request of the Trustee, the Company will promptly execute and deliver such additional instruments and do such further acts as in the opinion of the Trustee may be reasonably necessary or proper to carry out more effectively its obligations under this Indenture.

Section 15.06. Reinstatement.

If the Trustee or Paying Agent is unable to apply any money or U.S. Government Obligations in accordance with this Article Fifteen by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's obligations under this Indenture and the Debt Securities shall be revived and reinstated as though no deposit had occurred pursuant to this Article Fifteen until such time as the Trustee or Paying Agent is permitted to apply all such money or U.S. Government Obligations in accordance with this Article Fifteen; provided, however, that, if the Company has made any payment of interest on or principal of any Debt Securities because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Debt Securities to receive such payment from the money or U.S. Government Obligations held by the Trustee or Paying Agent.

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This instrument may be executed in any number of counterparts, each of which so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

HUBBELL INCORPORATED
By:
Title:

Attest:
Title:

Seal

CHEMICAL BANK, as Trustee
By:
Title:

Attest:
Title:

Seal

STATE OF
ss.:
COUNTY OF

On the day of , 1995, before me personally came ,
to me known, who, being by me duly sworn, did depose and say that he resides at
;
that he is of HUBBELL INCORPORATED,
one of the corporations 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 authority of
the Board of Directors of said corporation, and that he signed his name thereto
by like authority.

---
Notary Public

SEAL

STATE OF

ss.:

COUNTY OF

On the day of , 1995, before me personally came , to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is of CHEMICAL BANK, one of the corporations 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 authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

---

Notary Public

SEAL

EXHIBIT A

[FORMS OF CERTIFICATION]

[FORM OF CERTIFICATE TO BE GIVEN BY
PERSON ENTITLED TO RECEIVE BEARER SECURITY
OR INTEREST PRIOR TO AN EXCHANGE DATE]

CERTIFICATE

[INSERT TITLE OR SUFFICIENT DESCRIPTION
OF SECURITIES TO BE DELIVERED]

This certificate is delivered pursuant to the Indenture, dated as of , 1995 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), between Hubbell Incorporated (the "Company") and Chemical Bank, as Trustee. Unless otherwise defined herein, terms defined in the Indenture are used herein as so defined.

This is to certify that as of the date hereof and except as set forth below principal amount of the above captioned securities (the "Debt Securities") of the Company held by you for our account (i) is owned by person(s) that are not United States person(s) (as defined below), (ii) is owned by United States person(s) that are (a) foreign branches of United States financial institutions (as defined in Section 1.165-12(c)(1)(v) of the United States Treasury regulations) ("financial institutions") purchasing for their own account or for resale, or (b) United States person(s) who acquired the Debt Securities through foreign branches of United States financial institutions and who hold the Debt Securities through such United States financial institutions on the date hereof (and in either case (a) or (b), each such United States financial institution hereby agrees, on its own behalf or through its agent, that you may advise the Company or the Company's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the United States Internal Revenue Code of 1986, as amended, and the Treasury regulations thereunder), or (iii) is owned by United States or foreign financial institution(s) for the purpose of resale during the restricted period (as defined in Section 1.163-5(c)(2)(i)(D)(7) of the United States Treasury regulations), and in addition if the owner of the Debt Securities is a United States or foreign financial institution described in clause (iii) above (whether or not also described in clause (i) or (ii)) this is to further certify that such financial institution has not acquired the Debt Securities for the purpose of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

We undertake to advise you promptly by tested telex on or prior to the date on which you intend to submit your certification relating to the beneficial interest in the temporary Global Note held by you for our account in accordance with your operating procedures if any applicable statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.

This certificate excepts and does not relate to principal amount of Debt Securities held by you for our account as to which we are not able to provide a certificate in this form. We understand that exchange of such portion of the temporary Global Note representing Debt Securities for definitive bearer Debt Securities or interests in a permanent Global Note cannot be made until we are able to provide a certificate in this form.

We understand that this certificate is required in connection with certain tax laws and regulations of the United States. If administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorize you to produce this certificate or a copy thereof to any interested party in such proceedings.

"United States person" means any citizen or resident of the United States, any corporation, partnership or other entity created or organized in or under the laws of the United States and any estate or trust the income of which is subject to United States federal income taxation regardless of its source. "United States" means the United States of America (including the States and the District of Columbia) and its "possessions" which include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

Dated: ,
[To be dated no earlier than the
10th day before the Exchange Date]

By:
As, or as agent for, the beneficial owner(s) of the portion of the temporary Global Note to which this certificate relates.

EXHIBIT B

[FORM OF CERTIFICATE TO BE GIVEN BY EURO-CLEAR AND CEDEL, S.A. IN CONNECTION WITH THE EXCHANGE OF A PORTION OF A TEMPORARY GLOBAL NOTE]

CERTIFICATE

[INSERT TITLE OR SUFFICIENT DESCRIPTION OF SECURITIES TO BE DELIVERED]

This certificate is delivered pursuant to the Indenture, dated as of , 1995 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), between Hubbell Incorporated (the "Company") and Chemical Bank, as Trustee. Unless otherwise defined herein, terms defined in the Indenture are used herein as so defined.

The undersigned certifies that, based solely on certifications we have received in writing, by tested telex or by electronic transmission from member organizations appearing in our records as persons being entitled to a portion of the principal amount set forth below (our "Member Organizations") substantially to the effect set forth in the Indenture as of the date hereof, principal amount of the above-captioned securities (the "Debt Securities") of the Company (i) is owned by person(s) that are not United States person(s) (as defined below), (ii) is owned by United States person(s) that are (a) foreign branches of United States financial institutions (as defined in Section 1.165-12(c)(1)(v) of the United States Treasury regulations) ("financial institutions") purchasing for their own account or for resale, or (b) United States person(s) who acquired the Debt Securities through foreign branches of United States financial institutions and who hold the Debt Securities through such United States financial institutions on the date hereof (and in either case (a) or (b), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise the Company or the Company's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the Treasury regulations thereunder), or (iii) is owned by United States or foreign financial institution(s) for the purpose of resale during the restricted period (as defined in Section 1.163-5(c)(2)(i)(D)(7) of the United States Treasury regulations), and in addition United States or foreign financial institutions described in clause (iii) above (whether or not also described in clause (i) or (ii)) have certified that they have not acquired the Debt Securities for the purpose of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

We further certify (i) that we are not making available for exchange or collection of any interest any portion of the temporary Global Note excepted in such certifications and (ii) that as of the date hereof we have not received any notification from any of our Member Organizations to the effect that the statements made by such Member Organizations with respect to any portion of the part submitted herewith for exchange or collection of any interest are no longer true and cannot be relied upon as of the date hereof.

We understand that this certificate is required in connection with certain tax laws and regulations of the United States. If administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorize you to produce this certificate or a copy thereof to any interested party in such proceedings.

"United States person" means any citizen or resident of the United States, any corporation, partnership or other entity created or organized in or under the laws of the United States and any estate or trust the income of which is subject to United States federal income taxation regardless of its source. "United States" means the United States of America (including the States and the District of Columbia) and its "possessions" which include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

Dated: ,
[To be dated no earlier than the Exchange Date]

By:
[MORGAN GUARANTY TRUST COMPANY OF NEW YORK, BRUSSELS OFFICE, as Operator of the Euro-Clear System] [CEDEL, S.A.]

EXHIBIT 5

[SIMPSON THACHER & BARTLETT LETTERHEAD]

August 16, 1995

Hubbell Incorporated
584 Derby Milford Road
Orange, Connecticut 06477-4024

Dear Sirs:

We have acted as counsel to Hubbell Incorporated, a Connecticut corporation (the "Company"), in connection with the Company's Registration Statement on Form S-3 (the "Registration Statement") filed by the Company under the Securities Act of 1933, as amended, relating to senior debt securities to be issued by the Company (the "Senior Debt Securities"). The Senior Debt Securities will be issued under an Indenture (the "Senior Debt Indenture") between the Company and Chemical Bank, as Trustee (the "Senior Debt Trustee").

We have examined the Registration Statement and the form of the Senior Debt Indenture. In addition, we have examined, and have relied as to matters of fact upon, originals or copies, certified or otherwise identified to our satisfaction, of such corporate records, agreements, documents and other instruments and such certificates or comparable documents of public officials and of officers and representatives of the Company, and have made such other and further investigations, as we have deemed relevant and necessary as a basis for the opinions hereinafter set forth.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies, and the authenticity of the originals of such latter documents.

Based upon the foregoing, and subject to the qualifications and limitations stated herein, when (i) the Senior Debt Indenture has been duly authorized and validly executed and delivered by the parties to the Senior Debt Indenture, (ii) the Senior Debt Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, (iii) the Board of Directors of the Company, a duly constituted and acting committee thereof or duly authorized officers thereof (such Board of Directors, committee or authorized officers being hereinafter referred to as the "Board") has taken all necessary corporate action to approve the issuance and terms of the Senior Debt Securities, the terms of the offering thereof and related matters, and (iv) the Senior Debt Securities have been duly executed, authenticated, issued and delivered in accordance with the provisions of the Senior Debt Indenture and the applicable definitive purchase, underwriting or similar agreement approved by the Board upon payment of the consideration therefor provided for therein, we are of the opinion that the Senior Debt Securities will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms and entitled to the benefits of the Senior Debt Indenture, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization,

moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

We are members of the Bar of the State of New York and we do not express any opinion herein concerning any law other than the law of the State of New York or the federal law of the United States. Insofar as the opinions expressed herein relate to or are dependent upon matters governed by the law of the State of Connecticut, we have relied upon the opinion of Richard W. Davies, Esq., General Counsel of the Company, dated the date hereof.

We hereby consent to the filing of this opinion of counsel as Exhibit 5 to the Registration Statement and to the use of our name under the caption "Legal Matters" in the Registration Statement.

Very truly yours,

SIMPSON THACHER & BARTLETT

EXHIBIT 12

HUBBELL INCORPORATED

COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
(DOLLAR AMOUNTS IN THOUSANDS)

| | SIX MONTHS ENDED JUNE 30, | | YEAR ENDED DECEMBER 31, | | | | |
|---|---|---|---|---|---|---|---|
| | 1995 | 1994 | 1994 | 1993 | 1992 | 1991 | 1990 |
| Income from continuing operations before provision for income taxes per statement of income | $80,118 | $69,573 | $145,935 | $81,494 | $130,678 | $129,418 | $124,655 |
| Add: | | | | | | | |
| Portion of rents representative of the interest factor | 1,109 | 1,084 | 2,300 | 1,867 | 2,200 | 2,267 | 1,600 |
| Interest on indebtedness | 4,583 | 2,290 | 6,074 | 3,386 | 702 | 632 | 694 |
| Capitalized interest | -- | -- | -- | -- | -- | -- | -- |
| Amortization of debt expense and premium | -- | -- | -- | -- | -- | -- | -- |
| Earnings as adjusted | $85,810 | $72,947 | $154,309 | $86,747 | $133,580 | $132,317 | $126,949 |
| Interest on indebtedness | $ 4,583 | $ 2,290 | $ 6,074 | $ 3,386 | $ 702 | $ 632 | $ 694 |
| Amortization of debt expense and premium | -- | -- | -- | -- | -- | -- | -- |
| Capitalized interest | -- | -- | -- | -- | -- | -- | -- |
| Portion of rents representative of the interest factor | 1,109 | 1,084 | 2,300 | 1,867 | 2,200 | 2,267 | 1,600 |
| Fixed charges | $ 5,692 | $ 3,374 | $ 8,374 | $ 5,253 | $ 2,902 | $ 2,899 | $ 2,294 |
| Ratio of earnings to fixed charges | 15.1 | 21.6 | 18.4 | 16.5 | 46.0 | 45.6 | 55.3 |

Exhibit 23.1

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Prospectus constituting part of this Registration Statement on Form S-3 of our report dated January 19, 1995 appearing on page 18 of Hubbell Incorporated's Annual Report on Form 10-K for the year ended December 31, 1994. We also consent to the incorporation by reference of our report on Financial Statement Schedules, which appears on page 48 of such Annual Report on Form 10-K. We also consent to the reference to us under the heading "Experts" in such Prospectus.

Price Waterhouse LLP

Stamford, Connecticut
August 16, 1995

EXHIBIT 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below constitutes and appoints Richard W. Davies and John F. Mulvihill, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and revocation, in his or her name and on his or her behalf, to do any and all acts and things and to execute any and all instruments which they, or any of them, may deem necessary or advisable to enable Hubbell Incorporated (the "Company") to comply with the Securities Act of 1933 (the "Act") and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under the Act of unsecured debt securities to be issued by the Company for an aggregate offering price not to exceed $200 million, including power and authority to sign his or her name in any and all capacities (including his or her capacity as Director and/or Officer of the Company) to one or more registration statements on Form S-3, or such other available form as may be approved by officers of the Company, and to any and all amendments, including post-effective amendments, to such registration statements, and to any and all instruments or documents filed as part of or in connection with such registration statements or any amendments thereto; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact and agents, or any of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has subscribed these presents the respective date indicated.

/s/ E. R. Brooks
---
E. R. Brooks
Director

DATED August 10, 1995

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below constitutes and appoints Richard W. Davies and John F. Mulvihill, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and revocation, in his or her name and on his or her behalf, to do any and all acts and things and to execute any and all instruments which they, or any of them, may deem necessary or advisable to enable Hubbell Incorporated (the "Company") to comply with the Securities Act of 1933 (the "Act") and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under the Act of unsecured debt securities to be issued by the Company for an aggregate offering price not to exceed $200 million, including power and authority to sign his or her name in any and all capacities (including his or her capacity as Director and/or Officer of the Company) to one or more registration statements on Form S-3, or such other available form as may be approved by officers of the Company, and to any and all amendments, including post-effective amendments, to such registration statements, and to any and all instruments or documents filed as part of or in connection with such registration statements or any amendments thereto; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact and agents, or any of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has subscribed these presents the respective date indicated.

/s/ George W. Edwards, Jr.
---
George W. Edwards, Jr.
Director

DATED August 2, 1995

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below constitutes and appoints Richard W. Davies and John F. Mulvihill, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and revocation, in his or her name and on his or her behalf, to do any and all acts and things and to execute any and all instruments which they, or any of them, may deem necessary or advisable to enable Hubbell Incorporated (the "Company") to comply with the Securities Act of 1933 (the "Act") and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under the Act of unsecured debt securities to be issued by the Company for an aggregate offering price not to exceed $200 million, including power and authority to sign his or her name in any and all capacities (including his or her capacity as Director and/or Officer of the Company) to one or more registration statements on Form S-3, or such other available form as may be approved by officers of the Company, and to any and all amendments, including post-effective amendments, to such registration statements, and to any and all instruments or documents filed as part of or in connection with such registration statements or any amendments thereto; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact and agents, or any of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has subscribed these presents the respective date indicated.

/s/ Joel S. Hoffman
---
Joel S. Hoffman
Director

DATED August 2, 1995

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below constitutes and appoints Richard W. Davies and John F. Mulvihill, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and revocation, in his or her name and on his or her behalf, to do any and all acts and things and to execute any and all instruments which they, or any of them, may deem necessary or advisable to enable Hubbell Incorporated (the "Company") to comply with the Securities Act of 1933 (the "Act") and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under the Act of unsecured debt securities to be issued by the Company for an aggregate offering price not to exceed $200 million, including power and authority to sign his or her name in any and all capacities (including his or her capacity as Director and/or Officer of the Company) to one or more registration statements on Form S-3, or such other available form as may be approved by officers of the Company, and to any and all amendments, including post-effective amendments, to such registration statements, and to any and all instruments or documents filed as part of or in connection with such registration statements or any amendments thereto; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact and agents, or any of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has subscribed these presents the respective date indicated.

/s/ Horace G. McDonell
---
Horace G. McDonell
Director

DATED August 10, 1995

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below constitutes and appoints Richard W. Davies and John F. Mulvihill, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and revocation, in his or her name and on his or her behalf, to do any and all acts and things and to execute any and all instruments which they, or any of them, may deem necessary or advisable to enable Hubbell Incorporated (the "Company") to comply with the Securities Act of 1933 (the "Act") and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under the Act of unsecured debt securities to be issued by the Company for an aggregate offering price not to exceed $200 million, including power and authority to sign his or her name in any and all capacities (including his or her capacity as Director and/or Officer of the Company) to one or more registration statements on Form S-3, or such other available form as may be approved by officers of the Company, and to any and all amendments, including post-effective amendments, to such registration statements, and to any and all instruments or documents filed as part of or in connection with such registration statements or any amendments thereto; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact and agents, or any of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has subscribed these presents the respective date indicated.

/s/ Andrew McNally, IV
---
Andrew McNally, IV
Director

DATED August 2, 1995

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below constitutes and appoints Richard W. Davies and John F. Mulvihill, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and revocation, in his or her name and on his or her behalf, to do any and all acts and things and to execute any and all instruments which they, or any of them, may deem necessary or advisable to enable Hubbell Incorporated (the "Company") to comply with the Securities Act of 1933 (the "Act") and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under the Act of unsecured debt securities to be issued by the Company for an aggregate offering price not to exceed $200 million, including power and authority to sign his or her name in any and all capacities (including his or her capacity as Director and/or Officer of the Company) to one or more registration statements on Form S-3, or such other available form as may be approved by officers of the Company, and to any and all amendments, including post-effective amendments, to such registration statements, and to any and all instruments or documents filed as part of or in connection with such registration statements or any amendments thereto; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact and agents, or any of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has subscribed these presents the respective date indicated.

/s/ Daniel J. Meyer
---
Daniel J. Meyer
Director

DATED August 3, 1995

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below constitutes and appoints Richard W. Davies and John F. Mulvihill, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and revocation, in his or her name and on his or her behalf, to do any and all acts and things and to execute any and all instruments which they, or any of them, may deem necessary or advisable to enable Hubbell Incorporated (the "Company") to comply with the Securities Act of 1933 (the "Act") and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under the Act of unsecured debt securities to be issued by the Company for an aggregate offering price not to exceed $200 million, including power and authority to sign his or her name in any and all capacities (including his or her capacity as Director and/or Officer of the Company) to one or more registration statements on Form S-3, or such other available form as may be approved by officers of the Company, and to any and all amendments, including post-effective amendments, to such registration statements, and to any and all instruments or documents filed as part of or in connection with such registration statements or any amendments thereto; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact and agents, or any of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has subscribed these presents the respective date indicated.

/s/ G. Jackson Ratcliffe
---
G. Jackson Ratcliffe
Director

DATED August 2, 1995

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below constitutes and appoints Richard W. Davies and John F. Mulvihill, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and revocation, in his or her name and on his or her behalf, to do any and all acts and things and to execute any and all instruments which they, or any of them, may deem necessary or advisable to enable Hubbell Incorporated (the "Company") to comply with the Securities Act of 1933 (the "Act") and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under the Act of unsecured debt securities to be issued by the Company for an aggregate offering price not to exceed $200 million, including power and authority to sign his or her name in any and all capacities (including his or her capacity as Director and/or Officer of the Company) to one or more registration statements on Form S-3, or such other available form as may be approved by officers of the Company, and to any and all amendments, including post-effective amendments, to such registration statements, and to any and all instruments or documents filed as part of or in connection with such registration statements or any amendments thereto; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact and agents, or any of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has subscribed these presents the respective date indicated.

/s/ John A. Urquhart
---
John A. Urquhart
Director

DATED August 7, 1995

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the person whose signature appears below constitutes and appoints Richard W. Davies and John F. Mulvihill, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and revocation, in his or her name and on his or her behalf, to do any and all acts and things and to execute any and all instruments which they, or any of them, may deem necessary or advisable to enable Hubbell Incorporated (the "Company") to comply with the Securities Act of 1933 (the "Act") and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under the Act of unsecured debt securities to be issued by the Company for an aggregate offering price not to exceed $200 million, including power and authority to sign his or her name in any and all capacities (including his or her capacity as Director and/or Officer of the Company) to one or more registration statements on Form S-3, or such other available form as may be approved by officers of the Company, and to any and all amendments, including post-effective amendments, to such registration statements, and to any and all instruments or documents filed as part of or in connection with such registration statements or any amendments thereto; and the undersigned hereby ratifies and confirms all that said attorneys-in-fact and agents, or any of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has subscribed these presents the respective date indicated.

/s/ Malcolm Wallop
---
Malcolm Wallop
Director

DATED August 2, 1995

---

SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

---

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF
A CORPORATION DESIGNATED TO ACT AS TRUSTEE

---

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF
A TRUSTEE PURSUANT TO SECTION 305(b)(2) _____

---

CHEMICAL BANK
(Exact name of trustee as specified in its charter)

| | |
|---|---|
| NEW YORK<br>(State of incorporation<br>if not a national bank) | 13-4994650<br>(I.R.S. employer<br>identification No.) |
| 270 PARK AVENUE<br>NEW YORK, NEW YORK<br>(Address of principal executive offices) | 10017<br>(Zip Code) |

William H. McDavid
General Counsel
270 Park Avenue
New York, New York 10017
Tel: (212) 270-2611
(Name, address and telephone number of agent for service)

---

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

| | |
|---|---|
| CONNECTICUT<br>(State or other jurisdiction of<br>incorporation or organization) | 06-0397030<br>(I.R.S. employer<br>identification No.) |
| 584 DERBY MILFORD ROAD<br>ORANGE, CONNECTICUT<br>(Address of principal executive offices) | 06477-4024<br>(Zip Code) |

---

SENIOR DEBT SECURITIES
(Title of the indenture securities)

---

GENERAL

Item 1. General Information.

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

New York State Banking Department, State House, Albany, New York 12110.

Board of Governors of the Federal Reserve System, Washington, D.C., 20551

Federal Reserve Bank of New York, District No. 2, 33 Liberty Street, New York, N.Y.

Federal Deposit Insurance Corporation, Washington, D.C., 20429.

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with the Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Item 16. List of Exhibits

List below all exhibits filed as a part of this Statement of Eligibility.

1. A copy of the Articles of Association of the Trustee as now in effect, including the Organization Certificate and the Certificates of Amendment dated February 17, 1969, August 31, 1977, December 31, 1980, September 9, 1982, February 28, 1985 and December 2, 1991 (see Exhibit 1 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference).

2. A copy of the Certificate of Authority of the Trustee to Commence Business (see Exhibit 2 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference).

3. None, authorization to exercise corporate trust powers being contained in the documents identified above as Exhibits 1 and 2.

4. A copy of the existing By-Laws of the Trustee (see Exhibit 4 to Form T-1 filed in connection with Registration Statement No. 33-84460, which is incorporated by reference).

5. Not applicable.

6. The consent of the Trustee required by Section 321(b) of the Act (see Exhibit 6 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference).

7. A copy of the latest report of condition of the Trustee, published pursuant to law or the requirements of its supervising or examining authority.

8. Not applicable.

9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the Trustee, Chemical Bank, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York, on the 9TH day of AUGUST, 1995.

CHEMICAL BANK

By John Generale
---
John Generale
Vice President

Exhibit 7 to Form T-1

Bank Call Notice

RESERVE DISTRICT NO. 2
CONSOLIDATED REPORT OF CONDITION OF

Chemical Bank
of 270 Park Avenue, New York, New York 10017
and Foreign and Domestic Subsidiaries,
a member of the Federal Reserve System,

at the close of business March 31, 1995, in accordance
with a call made by the Federal Reserve Bank of this District
pursuant to the provisions of the Federal Reserve Act.

| ASSETS | | DOLLAR AMOUNTS IN MILLIONS |
|---|---|---|
| Cash and balances due from depository institutions: | | |
| Noninterest-bearing balances and currency and coin | | $ 5,797 |
| Interest-bearing balances | | 2,523 |
| Securities: | | |
| Held to maturity securities | | 6,195 |
| Available for sale securities | | 17,785 |
| Federal Funds sold and securities purchased under agreements to resell in domestic offices of the bank and of its Edge and Agreement subsidiaries, and in IBF's: | | |
| Federal funds sold | | 2,493 |
| Securities purchased under agreements to resell | | 50 |
| Loans and lease financing receivables: | | |
| Loans and leases, net of unearned income | $68,937 | |
| Less: Allowance for loan and lease losses | 1,898 | |
| Less: Allocated transfer risk reserve | 113 | |
| Loans and leases, net of unearned income, allowance, and reserve | | 66,926 |
| Trading Assets | | 37,294 |
| Premises and fixed assets (including capitalized leases) | | 1,402 |
| Other real estate owned | | 99 |
| Investments in unconsolidated subsidiaries and associated companies | | 148 |
| Customer's liability to this bank on acceptances outstanding | | 1,051 |
| Intangible assets | | 512 |
| Other assets | | 6,759 |
| TOTAL ASSETS | | $ 149,034 |

LIABILITIES

| | | |
|---|---|---|
| Deposits | | |
| In domestic offices | | $44,882 |
| Noninterest-bearing | $14,690 | |
| Interest-bearing | 30,192 | |
| In foreign offices, Edge and Agreement subsidiaries, and IBF's | | 32,537 |
| Noninterest-bearing | $ 146 | |
| Interest-bearing | 32,391 | |
| Federal funds purchased and securities sold under agreements to repurchase in domestic offices of the bank and of its Edge and Agreement subsidiaries, and in IBF's | | |
| Federal funds purchased | | 10,587 |
| Securities sold under agreements to repurchase | | 3,083 |
| Demand notes issued to the U.S. Treasury | | 464 |
| Trading liabilities | | 31,358 |
| Other Borrowed money: | | |
| With original maturity of one year or less | | 7,527 |
| With original maturity of more than one year | | 914 |
| Mortgage indebtedness and obligations under capitalized leases | | 20 |
| Bank's liability on acceptances executed and outstanding | | 1,054 |
| Subordinated notes and debentures | | 3,410 |
| Other liabilities | | 5,986 |
| TOTAL LIABILITIES | | 141,822 |

EQUITY CAPITAL

| | |
|---|---|
| Common stock | 620 |
| Surplus | 4,501 |
| Undivided profits and capital reserves | 2,558 |
| Net unrealized holding gains (Losses) on available-for-sale securities | (476) |
| Cumulative foreign currency translation adjustments | 9 |
| TOTAL EQUITY CAPITAL | 7,212 |
| TOTAL LIABILITIES, LIMITED-LIFE PREFERRED STOCK AND EQUITY CAPITAL | $149,034 |

I, Joseph L. Sclafani, S.V.P. & Controller of the above-named bank, do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

JOSEPH L. SCLAFANI

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

WALTER V. SHIPLEY )
EDWARD D. MILLER )DIRECTORS
WILLIAM B. HARRISON )