

AMPHENOL CORP /DE/

FORM 10-Q (Quarterly Report)

Filed 8/3/2007 For Period Ending 6/30/2007

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Industry	Electronic Instr. & Controls
Sector	Technology
Fiscal Year	12/31

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

- ☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2007

OR

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

Commission file number 1-10879

AMPHENOL CORPORATION

Delaware
(State of Incorporation)

22-2785165
(IRS Employer
Identification No.)

**358 Hall Avenue
Wallingford, Connecticut 06492
203-265-8900**

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act (Check one): Large accelerated filer ☒ , Accelerated filer ☐ , Non-accelerated filer ☐ .

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of July 31, 2007, the total number of shares outstanding of Class A Common Stock was 178,744,713.

Amphenol Corporation

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on Form 10-Q**

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PART I – FINANCIAL INFORMATION
Item 1. Financial Statements
AMPHENOL CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(dollars in thousands)

	June 30, 2007	December 31, 2006
	(Unaudited)	
Assets		
Current Assets:		
Cash and cash equivalents	\$ 110,668	\$ 74,135
Accounts receivable, less allowance for doubtful accounts of \$13,817 and \$14,677, respectively	427,898	383,858
Inventories	425,903	416,499
Prepaid expenses and other assets	77,076	60,113
Total current assets	<u>1,041,545</u>	<u>934,605</u>
Land and depreciable assets, less accumulated depreciation of \$439,244 and \$404,401, respectively	291,604	274,143
Deferred debt issuance costs	2,588	2,947
Goodwill	946,346	926,242
Other assets	50,451	57,460
	<u>\$ 2,332,534</u>	<u>\$ 2,195,397</u>
Liabilities & Shareholders' Equity		
Current Liabilities:		
Accounts payable	\$ 232,358	\$ 234,868
Accrued income taxes	27,654	63,046
Other accrued expenses	124,729	146,504
Current portion of long-term debt	2,170	3,241
Total current liabilities	<u>386,911</u>	<u>447,659</u>
Long-term debt	683,802	677,173
Accrued pension and post employment benefit obligations	145,598	138,312
Other liabilities	56,667	29,259
Shareholders' Equity:		
Common stock	180	179
Additional paid-in deficit	(75,702)	(119,421)
Accumulated earnings	1,245,514	1,142,536
Accumulated other comprehensive loss	(72,472)	(81,084)
Treasury stock, at cost	(37,964)	(39,216)
Total shareholders' equity	<u>1,059,556</u>	<u>902,994</u>
	<u>\$ 2,332,534</u>	<u>\$ 2,195,397</u>

See accompanying notes to condensed consolidated financial statements.

AMPHENOL CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)
(dollars in thousands, except per share data)

	Three months ended June 30,		Six months ended June 30,	
	2007	2006	2007	2006
Net sales	\$ 688,836	\$ 606,598	\$ 1,339,920	\$ 1,175,589
Cost of sales	463,212	413,898	903,728	803,074
Gross profit	225,624	192,700	436,192	372,515
Selling, general and administrative expense	92,211	84,690	180,182	166,114
Casualty loss related to flood	—	15,000	—	15,000
Operating income	133,413	93,010	256,010	191,401
Interest expense	(8,979)	(10,002)	(18,021)	(20,186)
Other expenses, net	(3,639)	(3,394)	(6,788)	(6,118)
Income before income taxes	120,795	79,614	231,201	165,097
Provision for income taxes	(36,799)	(26,273)	(69,501)	(54,482)
Net income	<u>\$ 83,996</u>	<u>\$ 53,341</u>	<u>\$ 161,700</u>	<u>\$ 110,615</u>
Net income per common share-Basic	<u>\$.47</u>	<u>\$.30</u>	<u>\$.91</u>	<u>\$.62</u>
Average common shares outstanding-Basic	<u>178,624,152</u>	<u>179,089,062</u>	<u>178,379,815</u>	<u>178,992,230</u>
Net income per common share-Diluted	<u>\$.46</u>	<u>\$.29</u>	<u>\$.89</u>	<u>\$.60</u>
Average common shares outstanding-Diluted	<u>182,686,329</u>	<u>183,481,596</u>	<u>182,598,444</u>	<u>183,271,876</u>
Dividends declared per common share	<u>\$.015</u>	<u>\$.015</u>	<u>\$.015</u>	<u>\$.015</u>

See accompanying notes to condensed consolidated financial statements.

AMPHENOL CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOW
(Unaudited)
(dollars in thousands)

	Six months ended June 30,	
	2007	2006
Net income	\$ 161,700	\$ 110,615
Adjustments for cash from operations:		
Depreciation and amortization	39,684	36,480
Amortization of deferred debt issuance costs	359	262
Stock-based compensation expense	5,992	3,987
Casualty loss related to flood, net of insurance recoveries	—	15,000
Net change in non-cash components of working capital	(72,569)	(37,152)
Other long term assets and liabilities	10,512	13,783
Cash flow provided by operations	<u>145,678</u>	<u>142,975</u>
Cash flow from investing activities:		
Capital additions	(51,432)	(33,931)
Proceeds from disposal of fixed assets	500	1,844
Purchase of short-term investments	(4,208)	—
Investments in acquisitions	(37,579)	(14,848)
Cash flow used in investing activities	<u>(92,719)</u>	<u>(46,935)</u>
Cash flow from financing activities:		
Net change in borrowings under revolving credit facilities	5,510	(76,157)
Purchase of treasury stock	(51,947)	(20,216)
Proceeds from exercise of stock options	19,650	9,763
Excess tax benefits from stock-based payment arrangements	15,717	3,185
Dividend payments	(5,356)	(5,364)
Cash flow used in financing activities	<u>(16,426)</u>	<u>(88,789)</u>
Net change in cash and cash equivalents	36,533	7,251
Cash and cash equivalents balance, beginning of period	<u>74,135</u>	<u>38,669</u>
Cash and cash equivalents balance, end of period	<u>\$ 110,668</u>	<u>\$ 45,920</u>
Cash paid during the year for:		
Interest	\$ 17,762	\$ 20,774
Income taxes paid, net of refunds	52,925	46,700

See accompanying notes to condensed consolidated financial statements.

AMPHENOL CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(dollars in thousands, except per share data)

Note 1-Principles of Consolidation and Interim Financial Statements

The condensed consolidated balance sheets as of June 30, 2007 and December 31, 2006, the related condensed consolidated statements of income for the three and six months ended June 30, 2007 and 2006 and the condensed consolidated statements of cash flow for the six months ended June 30, 2007 and 2006 include the accounts of Amphenol Corporation and its subsidiaries (the "Company"). The interim financial statements included herein are unaudited. In the opinion of management, all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of such interim financial statements have been included. The results of operations for the three and six months ended June 30, 2007 are not necessarily indicative of the results to be expected for the full year. These financial statements and the related notes should be read in conjunction with the financial statements and notes included in the Company's 2006 Annual Report on Form 10-K (the "10-K").

Note 2-Reclassifications

As described in the 10-K, the Company changed the presentation of the Consolidated Statements of Income to remove the separate caption for Depreciation and Amortization and to include depreciation and amortization expense in Cost of Sales and Selling, General and Administrative expense allowing for Gross Profit to be presented. These changes have been made to Statements of Income disclosures throughout these financial statements and related notes for consistency.

Note 3-Inventories

Inventories consist of:

	June 30, 2007	December 31, 2006
Raw materials and supplies	\$ 101,780	\$ 94,830
Work in process	218,276	214,190
Finished goods	105,847	107,479
	<u>\$ 425,903</u>	<u>\$ 416,499</u>

Note 4-Reportable Business Segments

The Company has two reportable business segments: (i) interconnect products and assemblies and (ii) cable products. The interconnect products and assemblies segment produces connectors and connector assemblies primarily for the communications, military, aerospace, industrial and automotive markets. The cable products segment produces coaxial and flat ribbon cable and related products primarily for the communications markets, including cable television. The Company's two reportable segments are an aggregation of business units that have similar production processes and products. The Company evaluates the performance of business units on, among other things, profit or loss from operations before interest expense, headquarters' expense allocations, stock-based compensation expense, income taxes and nonrecurring gains and losses.

The segment results for the three months ended June 30, 2007 and 2006 are as follows:

	Interconnect products and assemblies		Cable products		Total	
	2007	2006	2007	2006	2007	2006
Net sales						
-external	\$ 618,250	\$ 541,132	\$ 70,586	\$ 65,466	\$ 688,836	\$ 606,598
-inter-segment	1,255	1,078	3,335	4,100	4,590	5,178
Segment operating income	134,212	108,559	8,932	7,793	143,144	116,352

The segment results for the six months ended June 30, 2007 and 2006 are as follows:

	Interconnect products and assemblies		Cable products		Total	
	2007	2006	2007	2006	2007	2006
Net sales						
-external	\$ 1,203,515	\$ 1,050,190	\$ 136,405	\$ 125,399	\$ 1,339,920	\$ 1,175,589
-inter-segment	2,187	1,941	7,263	8,127	9,450	10,068
Segment operating income	259,093	208,428	16,853	14,084	275,946	222,512

Reconciliation of segment operating income to consolidated income before income taxes for the three and six months ended June 30, 2007 and 2006 is summarized as follows:

	Three months ended June 30,		Six months ended June 30,	
	2007	2006	2007	2006
Segment operating income	\$ 143,144	\$ 116,352	\$ 275,946	\$ 222,512
Interest expense	(8,979)	(10,002)	(18,021)	(20,186)
Other expenses, net	(10,367)	(9,530)	(20,732)	(18,242)
Stock-based compensation expense	(3,003)	(2,206)	(5,992)	(3,987)
Casualty loss related to flood	—	(15,000)	—	(15,000)
Income before income taxes	<u>\$ 120,795</u>	<u>\$ 79,614</u>	<u>\$ 231,201</u>	<u>\$ 165,097</u>

Note 5-Comprehensive Income

Total comprehensive income for the three and six months ended June 30, 2007 and 2006 is summarized as follows:

	Three months ended June 30,		Six months ended June 30,	
	2007	2006	2007	2006
Net Income	\$ 83,996	\$ 53,341	\$ 161,700	\$ 110,615
Translation adjustments	5,570	6,878	8,899	10,969
Revaluation of interest rate derivatives	724	2,325	(287)	6,036
Total comprehensive income	<u>\$ 90,290</u>	<u>\$ 62,544</u>	<u>\$ 170,312</u>	<u>\$ 127,620</u>

Note 6-Commitments and Contingencies

In the course of pursuing its normal business activities, the Company is involved in various legal proceedings and claims. Management does not expect that amounts, if any, which it may be required to pay or which it may agree to pay in connection with the settlement of such proceedings or claims will have a material adverse effect on the Company's consolidated financial position, results of operations or cash flow.

Certain operations of the Company are subject to federal, state and local environmental laws and regulations that govern the discharge of pollutants into the air and water, as well as the handling and disposal of solid and hazardous wastes. The Company believes that its operations are currently in substantial compliance with applicable environmental laws and regulations and that the costs of continuing compliance will not have a material adverse effect on the Company's financial position, results of operations or cash flow.

The Company is currently involved in the environmental cleanup of several sites for conditions that existed at the time Amphenol Corporation was acquired from Allied Signal Corporation in 1987 (Allied Signal merged with and into Honeywell International Inc. ("Honeywell") in December 1999). Amphenol Corporation and Honeywell were named jointly and severally liable as potentially responsible parties in relation to such sites. Amphenol Corporation and Honeywell have jointly consented to perform certain investigations and remedial and monitoring activities at two sites and they have been jointly ordered to perform work at another site. The costs incurred relating to these three sites are reimbursed by Honeywell based on an agreement (the "Honeywell Agreement") entered into in connection with the acquisition in 1987. For sites covered by the Honeywell Agreement, to the extent that conditions or circumstances occurred or existed at the time of or prior to the acquisition, Honeywell is obligated to reimburse Amphenol Corporation 100% of such costs. Honeywell representatives continue to work closely with the Company in addressing the most significant environmental liabilities covered by the Honeywell Agreement. Management does not believe that the costs associated with resolution of these or any other environmental matters will have a material adverse effect on the Company's consolidated financial position, results of operations or cash flow. Substantially all of the environmental cleanup matters identified by the Company to date, including those referred to above, are covered under the Honeywell Agreement.

Note 7-New Accounting Pronouncements

In September 2006, the Financial Accounting Standards Board (“FASB”) issued SFAS No. 157, “Fair Value Measurements” (“SFAS 157”). SFAS 157 provides guidance for using fair value to measure assets and liabilities. It also requires expanded information about the extent to which companies measure assets and liabilities at fair value, the information used to measure fair value, and the effect of fair value measurements on earnings. SFAS 157 applies whenever other standards require (or permit) assets or liabilities to be measured at fair value, and does not expand the use of fair value in any new circumstances. SFAS 157 is effective for financial statements issued for fiscal years beginning after November 15, 2007 and is required to be adopted by the Company in the first quarter of 2008. The Company does not believe SFAS 157 will have a material impact on its consolidated results.

In February 2007, the FASB issued SFAS No. 159, “The Fair Value Option for Financial Assets and Financial Liabilities” (“SFAS 159”). This Statement permits entities to choose to measure many financial instruments and certain other items at fair value that are not currently required to be measured at fair value. The objective is to provide entities with the opportunity to mitigate volatility in reported earnings caused by measuring related assets and liabilities differently without having to apply complex hedge accounting provisions. SFAS 159 is effective for financial statements issued for fiscal years beginning after November 15, 2007. The Company does not believe SFAS 159 will have a material impact on its consolidated results.

Note 8-Stock-Based Compensation

The Company has two option plans for employees (the “Option Plans”), the 1997 Option Plan and the 2000 Option Plan, which was amended in May 2006 to increase the number of shares of Class A Common Stock reserved for issuance from 16 million to 24 million shares as well as to increase the number of options that may be granted to any one participant from not more than 4 million to not more than 6 million options (in each case on a post-split basis). The Option Plans authorize the granting of stock options by a committee of the Board of Directors. At June 30, 2007, the maximum number of shares of Class A Common Stock available for the granting of stock options under the Option Plans was 5,260,300. Options granted under the Option Plans vest ratably over a period of five years and must be exercised within ten years of the date of grant. In addition, shares issued in conjunction with the exercise of stock options under the Option Plans are subject to Management Stockholder Agreements. In 2004, the Company adopted the 2004 Stock Option Plan for Directors of Amphenol Corporation (the “Directors Plan”). The Directors Plan is administered by the Board of Directors. At June 30, 2007, the maximum number of shares of Class A Common Stock available for the granting of stock options under the Directors Plan was 320,000. Options granted under the Directors Plan vest ratably over a period of three years and are exercisable over a period of ten years from the date of grant.

The Company recognizes compensation expense over the service period that stock option awards are expected to vest using a graded method on a straight-line basis over the vesting period of the entire award. Stock-based compensation expense includes the estimated effects of forfeitures, and estimates of forfeitures will be adjusted over the requisite service period to the extent actual forfeitures differ, or are expected to differ from such estimates. Changes in estimated forfeitures will be recognized in the period of change and will also impact the amount of expense to be recognized in future periods. Prior to January 1, 2006, the Company recorded stock-based compensation in accordance with the provisions of APB Opinion 25. The Company estimated the fair value of stock option awards in accordance with SFAS No. 123R, “Accounting for Stock-Based Compensation”, and disclosed the resulting estimated compensation effect on net income on a pro forma basis. The Company’s income before income taxes and net income was reduced by \$3,003 and \$2,087, respectively for the three months ended June 30, 2007, or \$.01 per share, and \$5,992 and \$4,104, respectively for the six months ended June 30, 2007, or \$.02 per share. The expense incurred for stock-based compensation plans is classified in Selling, general and administrative expenses on the accompanying Condensed Consolidated Statements of Income.

A summary of option activity under the Option Plans and the Directors Plan (the “Plans”) as of June 30, 2007 and changes during the six months then ended is as follows:

	<u>Options</u>	<u>Weighted Average Exercise Price</u>	<u>Weighted Average Remaining Option Term (in years)</u>	<u>Aggregate Intrinsic Value</u>
Options outstanding at December 31, 2006	12,915,426	\$ 15.11	6.34	\$ 205,801
Options exercised	(282,532)	10.53		
Options cancelled	<u>(16,400)</u>	19.42		
Options outstanding at March 31, 2007	<u>12,616,494</u>	15.26	6.13	\$ 214,776
Options granted	2,229,000	34.55		
Options exercised	(1,763,744)	9.45		
Options cancelled	<u>(77,040)</u>	20.71		
Options outstanding at June 30, 2007	<u>13,004,710</u>	19.32	6.89	\$ 212,323
Exercisable at June 30, 2007	<u>6,767,612</u>	\$ 13.36	5.29	\$ 150,826

A summary of the status of the Company’s non-vested options as of June 30, 2007 and changes during the six months then ended is as follows:

	<u>Options</u>	<u>Weighted Average Fair Value at Grant Date</u>
Non-vested options at December 31, 2006	6,113,430	\$ 6.31
Options vested	(2,666)	4.19
Options cancelled	<u>(16,400)</u>	5.85
Non-vested options at March 31, 2007	6,094,364	\$ 6.30
Options granted	2,229,000	10.96
Options vested	(2,009,226)	5.46
Options cancelled	<u>(77,040)</u>	6.84
Non-vested options at June 30, 2007	<u>6,237,098</u>	\$ 8.24

During the three and six months ended June 30, 2007 and 2006, the following activity occurred under the Plans:

	Three months ended June 30,		Six months ended June 30,	
	2007	2006	2007	2006
Total intrinsic value of stock options exercised	\$ 46,264	\$ 8,670	\$ 52,599	\$ 14,609
Total fair value of stock awards vested	10,973	8,837	10,984	8,848

On June 30, 2007, the total compensation cost related to non-vested options not yet recognized was approximately \$43,112, with a weighted average expected amortization period of 3.97 years.

Note 9-Shareholders' Equity

On January 17, 2007, the Company announced a 2-for-1 stock split that was effective for stockholders of record as of March 16, 2007, and these additional shares were distributed on March 30, 2007. The share information herein has been restated to reflect the effect of such stock split.

On October 20, 2004, the Company announced that its Board of Directors authorized an open-market stock repurchase program (the "Program") of up to 10.0 million shares (on a post-split basis) of its Class A Common Stock during the period ended September 30, 2006 which was extended to December 31, 2008 by an amendment on July 27, 2006. In September 2006, the Company retired 4.5 million shares of its Class A Common Stock purchased for \$87,800 under the Program by reducing retained earnings by this amount. In March 2007, the Company retired an additional 1.6 million shares of its Class A Common Stock purchased for \$53,200 under the Program by reducing accumulated earnings by this amount. At June 30, 2007, approximately 2.7 million shares of Class A Common Stock remained available for repurchase under the Program.

On January 19, 2005, the Company announced that it would commence payment of a quarterly dividend on its Class A Common Stock of \$.015 per share. The Company paid a quarterly dividend in the amount of \$2,696 or \$.015 per share on July 5, 2007 to shareholders of record as of June 13, 2007 which was included in Other Accrued Expenses at June 30, 2007. Total dividends paid to date in 2007, including the July 5, 2007 payment, were \$8,076. The Company intends to retain the remainder of its earnings not used for dividend payments to provide funds for the operation and expansion of the Company's business, repurchase shares of its Class A Common Stock and to repay outstanding indebtedness.

Note 10-Benefit Plans and Other Postretirement Benefits

The Company and its domestic subsidiaries have a defined benefit pension plan which, subject to the curtailment described below, covers its U.S. employees (the "U.S. Pension Plan"). Plan benefits are generally based on years of service and compensation and are currently noncontributory. Certain foreign subsidiaries have defined benefit plans covering their employees. Certain U.S. employees not covered by the defined benefit plan are covered by defined contribution plans. The Company also provides certain health care and life insurance benefits to certain eligible retirees through post-retirement benefit programs. The following is a summary, based on the most recent actuarial valuations, of the Company's net cost for pension benefits and other benefits for the three and six months ended June 30, 2007 and 2006:

	Pension Benefits		Other Benefits	
	Three months ended June 30,			
	2007	2006	2007	2006
Service cost	\$ 2,215	\$ 2,522	\$ 44	\$ 33
Interest cost	5,377	4,722	208	184
Expected return on plan assets	(6,188)	(5,368)	—	—
Amortization of transition obligation	(25)	(24)	16	16
Amortization of prior service cost	392	396	—	—
Amortization of net actuarial losses	2,329	2,218	270	317
Net benefits cost	\$ 4,100	\$ 4,466	\$ 538	\$ 550

	Pension Benefits		Other Benefits	
	Six months ended June 30,			
	2007	2006	2007	2006
Service cost	\$ 4,397	\$ 4,998	\$ 87	\$ 66
Interest cost	10,711	9,392	416	368
Expected return on plan assets	(12,347)	(10,706)	—	—
Amortization of transition obligation	(49)	(48)	31	32
Amortization of prior service cost	783	792	—	—
Amortization of net actuarial losses	4,644	4,419	540	634
Net benefits cost	\$ 8,139	\$ 8,847	\$ 1,074	\$ 1,100

Effective January 1, 2007, the Company effected a curtailment on the U.S. Pension Plan which resulted in no additional benefits being credited to salaried employees (i) who have less than 25 years service with the Company or (ii) have not attained age 50 and who have less than 15 years of service with the Company. For affected employees, the curtailment in additional U.S. Pension Plan benefits was replaced with a Company match defined contribution plan.

The Company plans to make a voluntary cash contribution to the U.S. Pension Plan of approximately \$20,000 in September 2007. Future cash contributions will depend on a number of factors including performance of plan assets. In August 2006, the President signed into law the Pension Protection Act of 2006. The intent of the legislation is to require companies to fund 100% of their pension liability; and then for companies to fund, on a going-forward basis, an amount generally estimated to be the amount that the pension liability increases each year due to an additional year of service by the employees eligible for pension benefits. The legislation requires that funding shortfalls be eliminated by companies over a seven-year period, beginning in 2008. The Pension Protection Act also extended the provisions of the Pension Funding Equity Act that would have expired in 2006 had the Pension Protection Act not been enacted, which increased the allowed discount rate used to calculate the pension liability. The Pension Protection Act is effective for plan years beginning after 2007 and the Company is in the process of determining the impact of this legislation.

The Company offers various defined contribution plans for U.S. and non-U.S. employees. Participation in these plans is based on certain eligibility requirements. Effective January 1, 2007, in conjunction with the curtailment of certain additional U.S. Pension Plan benefits for salaried employees described above, the Company began matching the majority of employee contributions to the U.S. defined contribution plans with cash contributions up to a maximum of 5% of eligible compensation. During the six months ended June 30, 2007, the total matching contributions to these plans was approximately \$882.

Note 11-Goodwill and Other Intangible Assets

As of June 30, 2007, the Company has goodwill totaling \$946,346 of which \$872,797 is related to the interconnect products and assemblies segment with the remainder related to the cable products segment. For the six months ended June 30, 2007, goodwill increased by \$20,104, primarily as a result of recording liabilities for performance-based additional cash consideration and was related to the interconnect products and assemblies segment. The Company is in the process of completing its analysis of fair value attributes of the assets acquired related to 2006 acquisitions and anticipates that the final assessment of values will not differ materially from the preliminary assessment.

The Company does not have any intangible assets, other than goodwill, that are not subject to amortization. As of June 30, 2007, the Company has acquired amortizable intangible assets with a total gross carrying amount of \$52,830, of which \$30,700, \$9,500 and \$6,000 relate to proprietary technology, customer relationships and license agreements, respectively, with the remainder relating to other amortizable intangible assets. The accumulated amortization related to these intangibles as of June 30, 2007 totaled \$11,884, of which \$3,202, \$2,973 and \$1,218 relate to proprietary technology, customer relationships and license agreements, respectively, with the remainder relating to other amortizable intangible assets. Intangible assets are included in Other assets in the accompanying balance sheets. The aggregate amortization expense for the three and six months ended June 30, 2007 was approximately \$1,377 and \$2,749, respectively, and amortization expense estimated for the next four fiscal years, including 2007, is approximately \$5,100. The estimated amortization expense for both 2011 and 2012 is \$3,000.

Note 12-Long-Term Debt

The Company has a five-year \$1,000,000 unsecured revolving credit facility (the "Revolving Credit Facility") that expires in August 2011, of which approximately \$676,100 was drawn at June 30, 2007. On August 1, 2006, the Company amended the Revolving Credit Facility to reduce borrowing costs, increase the general indebtedness basket by \$250,000 through an accordion feature and to extend the term from July 2010 to August 2011.

At June 30, 2007, availability under the Revolving Credit Facility was \$310,137, after a reduction of \$13,763 for outstanding letters of credit. At June 30, 2007, the Company's interest rate on borrowings under the Revolving Credit Facility is LIBOR plus 40 basis points. The Company also pays certain annual agency and facility fees. The Revolving Credit Facility requires that the Company satisfy certain financial covenants including an interest coverage ratio (EBITDA divided by interest expense) of higher than 3.0X and a leverage ratio (debt divided by EBITDA) lower than 3.25X; at June 30, 2007, such ratios as defined in the Revolving Credit Facility were 13.62X and 1.32X, respectively. The Revolving Credit Facility also includes limitations with respect to, among other things, (i) indebtedness in excess of \$50,000 for capital leases, \$450,000 for general indebtedness, \$200,000 for acquisition indebtedness (of which approximately \$4,602, \$1,506 and \$nil were outstanding at June 30, 2007, respectively), (ii) restricted payments including dividends on the Company's Class A Common Stock in excess of 50% of consolidated cumulative net income subsequent to July 15, 2005 plus \$250,000, or approximately \$509,967 at June 30, 2007, (iii) required consolidated net worth equal to 50% of cumulative consolidated net income commencing April 1, 2005 plus 100% of net cash proceeds from equity issuances commencing April 1, 2005, plus \$400,000, or approximately \$688,677 at June 30, 2007, (iv) creating or incurring liens, (v) making other investments, and (vi) acquiring or disposing of assets. At June 30, 2007, the Company was in compliance with these covenants, and the Company's credit rating from Standard & Poor's was BBB- and from Moody's was Ba1.

In conjunction with borrowings under the Revolving Credit Facility, the Company has entered into interest rate swap agreements that fixed the Company's LIBOR interest rate on \$150,000, \$250,000 and \$250,000 of floating rate bank debt at 4.82%, 4.24% and 4.85%, expiring in December 2007, July 2008 and December 2008, respectively. While it is not the Company's intention to terminate the interest rate swap agreements, the fair value of such agreements was estimated by obtaining quotes from brokers which represented the amounts that the Company would receive or pay if the agreements were terminated. The fair value indicated that termination of the agreements at June 30, 2007 would have resulted in a pre-tax gain of \$4,460; such gain, net of tax of \$1,708 was recorded in other comprehensive income.

Note 13 – Off-Balance Sheet Arrangement – Accounts Receivable Securitization

A subsidiary of the Company has an agreement with a financial institution whereby the subsidiary can sell an undivided interest of up to \$100,000 in a designated pool of qualified accounts receivable. The Company services, administers and collects the receivables on behalf of the purchaser. On July 31, 2006, the Company terminated its then existing accounts receivable securitization facility and entered into a new Receivables Purchase Agreement (the "New Agreement"). The New Agreement allows the Company to sell an undivided interest of up to \$100,000 in a designated pool of qualified accounts receivable at costs that are lower than the previous agreement. The remaining terms and conditions of the New Agreement remain substantially the same as the previous facility. The New Agreement includes certain covenants and provides for various events of termination and expires in July 2009. Due to the short-term nature of the accounts receivable, the fair value approximates the carrying value. At June 30, 2007, approximately \$85,000 of receivables were sold under New Agreement and are therefore not reflected in the accounts receivable balance in the accompanying Condensed Consolidated Balance Sheets.

Note 14 - Income Taxes

On July 13, 2006, the FASB issued FASB Interpretation No. 48 ("FIN 48"), "Accounting for Uncertainty in Income Taxes". FIN 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with FASB Statement No.109, "Accounting for Income Taxes" and provides guidance on classification and disclosure requirements for tax contingencies. FIN 48 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The Company adopted the provisions of FIN 48 on January 1, 2007. The total amount of the liability accrued for unrecognized tax benefits as of the adoption date was approximately \$30,000. As a result of the implementation, the Company recognized an increase in the liability for unrecognized tax benefits and a reduction in retained earnings of approximately \$200. In addition, the majority of the liability for unrecognized tax benefits was reclassified from accrued income taxes to other long term liabilities on the accompanying Condensed Consolidated Balance Sheets. At June 30, 2007, the amount of the liability for unrecognized tax benefits, which if recognized would impact the effective tax rate, was approximately \$31,900.

The provision for income taxes for the second quarter and first six months of 2007 was at an effective rate of 30.5% and 30.1%, respectively. The provision for income taxes for both the second quarter and for the first six months of 2006 was at an effective rate of 33%. The second quarter and first six months of 2007 effective tax rates were primarily lowered by an increase in income in lower tax jurisdictions and changes in the Company's income repatriation plans.

Note 15-Casualty Loss Related to Flood

The Company incurred damage at its Sidney, New York manufacturing facility as a result of severe and sudden flooding during the second quarter of 2006. The Company recorded charges totaling \$20,747 of which \$15,000 and \$5,747, or \$.05 and \$.02 per share, were incurred in the second and third quarters of 2006, respectively, for recovery and clean up expenses and property related damage, net of insurance and grant recoveries. The Sidney facility had limited manufacturing and sales activity for the period from June 28 to July 14 and production activity was substantially back to full production at the end of the third quarter. As a result, sales in 2006 were reduced by approximately \$25,000.

**MANAGEMENT'S DISCUSSION AND ANALYSIS
OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**
(dollars in millions, unless otherwise noted, except per share data)

Results of Operations

Quarter and six months ended June 30, 2007 compared to the quarter and six months ended June 30, 2006

Net sales were \$688.8 and \$1,339.9 in the second quarter and first six months of 2007 compared to \$606.6 and \$1,175.6 for the same periods in 2006, an increase of 14% in U.S. dollars for both periods and 11% and 12% in local currencies, respectively. Sales of interconnect products and assemblies (approximately 90% of sales) increased 14% in U.S. dollars and 12% in local currencies in the second quarter of 2007 compared to 2006 (\$618.3 in 2007 versus \$541.1 in 2006) and 15% in U.S. dollars and 12% in local currencies in the first six months of 2007 compared to the same period in 2006 (\$1,203.5 in 2007 versus \$1,050.2 in 2006). Sales increased in most of the Company's major end markets including the military/aerospace, automotive, data-communications and industrial markets. Sales in the military/aerospace market were adversely impacted by approximately \$10.0 in the second quarter 2006 due to business interruption related to the flood at the Company's Sidney, New York facility further described below. Sales increases occurred in all major geographic regions and resulted from the continuing development of new application specific solutions and value added products and increased worldwide presence with the leading companies in target markets. Sales of cable products (approximately 10% of sales) increased 8% and 9% in both U.S. dollars and local currencies in the second quarter and first six months of 2007, respectively, compared to the same period in 2006 (\$70.6 and \$136.4 in 2007 versus \$65.5 and \$125.4 in 2006). This increase is primarily attributable to increased sales of coaxial cable products for the broadband communications market resulting from increased capital spending by both domestic and international cable operators for network upgrades and expansion as well as the impact of price increases.

Geographically, sales in the United States in the second quarter and first six months of 2007 increased approximately 11% and 13% compared to the same periods in 2006 (\$291.3 and \$580.5 in 2007 versus \$262.0 and \$515.7 in 2006). International sales for the second quarter and first six months of 2007 increased approximately 15% in both periods in U.S. dollars (\$397.5 and \$759.4 in 2007 versus \$344.6 and \$659.9 in 2006) and increased approximately 12% and 11% in local currency compared to the same period in 2006. Currency translation had the effect of increasing sales in the second quarter and first six months of 2007 by approximately \$13.0 and \$27.5 when compared to exchange rates for the same period in 2006.

The gross profit margin as a percentage of net sales was approximately 32.8% and 32.6% for the second quarter and first six months of 2007 compared to 31.8% and 31.7% for the same periods in 2006. The operating margins for the cable products segment increased by approximately 0.8% and 1.1% in the second quarter and first six months of 2007 compared to the second quarter and first six months of 2006. The increase in margin for cable products is due primarily to the impact of a higher mix of specialty products, increased production levels in low cost facilities and price increases partially offset by higher material costs. The operating margins in the interconnect segment increased approximately 1.6% for the second quarter and 1.7% for the first six months of 2007 when compared to the same period in 2006 primarily as a result of the continuing development of new higher margin application specific products, excellent operating leverage on incremental volume and aggressive programs of cost control.

Selling, general and administrative expenses increased to \$92.2 and \$180.2, respectively, or 13.4% of net sales in the second quarter and first six months of 2007 compared to \$84.7 and \$166.1, respectively, or 14% and 14.1% of net sales for the same periods in 2006. The increase in expense in the second quarter and first six months of 2007 is attributable to increases in selling expense and research and development costs resulting

from higher sales volume and increased spending relating to new product development, as well as increased stock-based compensation expense.

The Company incurred damage at its Sidney, New York manufacturing facility as a result of severe and sudden flooding during the second quarter of 2006. The Company recorded charges totaling \$20.7 of which \$15.0 and \$5.7 or \$.05 and \$.02 per share were incurred in the second and third quarters of 2006, respectively, for recovery and clean up expenses and property related damage, net of insurance and grant recoveries. The Sidney facility had limited manufacturing and sales activity for the period from June 28 to July 14 and production activity was substantially back to full production at the end of the third quarter. As a result, sales in 2006 were reduced by approximately \$25.0.

Other expenses, net, for the second quarter of 2007 and 2006 was \$3.6 and \$3.4, respectively, and was comprised primarily of minority interests (\$2.3 in 2007 and \$1.7 in 2006), program fees on the sale of accounts receivable (\$1.3 in both 2007 and 2006), and agency and commitment fees on the Company's senior credit facility (\$0.4 in 2007 and \$0.5 in 2006) offset by interest income (\$0.5 in 2007 and \$0.3 in 2006).

Other expenses, net, for the first six months of 2007 and 2006 was \$6.8 and \$6.1, respectively, and was comprised primarily of minority interests (\$3.9 in 2007 and \$2.8 in 2006), program fees on the sale of accounts receivable (\$2.6 in 2007 and \$2.5 in 2006), and agency and commitment fees on the Company's senior credit facility (\$0.8 in 2007 and \$1.1 in 2006) offset by interest income (\$0.7 in 2007 and \$0.4 in 2006).

Interest expense for the second quarter and first six months of 2007 was \$9.0 and \$18.0, respectively, compared to \$10.0 and \$20.2, respectively, for the same period in 2006. The decrease for the second quarter of 2007 compared to the 2006 period is attributable to lower average debt levels.

The provision for income taxes for the second quarter and the first six months of 2007 was at an effective rate of 30.5% and 30.1%, respectively, compared with an effective rate of 33% for the same periods in 2006. The second quarter and first six months of 2007 effective tax rates were primarily lowered by an increase in income in lower tax jurisdictions and changes in the Company's income repatriation plans.

Liquidity and Capital Resources

Cash provided by operating activities was \$145.7 in the first six months of 2007 compared to \$143.0 in the same 2006 period. The increase in cash flow related primarily to an increase in net income as well as an increase, in the 2007 period, in non-cash expenses including depreciation and amortization and stock-based compensation expense partially offset by a net increase in the non-cash components of working capital. The non-cash components of working capital increased \$72.6 in the first six months of 2007 due primarily to increases of \$39.0 and \$10.8 in accounts receivable and other current assets, respectively, an increase in inventory of \$5.8 and decreases in accounts payable of \$4.8 and accrued liabilities of \$12.1. The non-cash components of working capital increased \$37.2 in the first six months of 2006 due primarily to increases of \$22.0 and \$42.5 in accounts receivable and inventory, respectively, due to higher levels of sales and an increase in other current assets of \$10.3, partially offset by an increase in accounts payable and accrued expenses of \$30.1 and \$7.6, respectively, due to increased activity.

Accounts receivable increased \$44.0, due primarily to increased sales volume and to a lesser extent from the translation impact resulting from a relatively weaker U.S. dollar at June 30, 2007 compared to December 31, 2006. Days sales outstanding, computed before sales of receivables, increased from 66 days to 67 days. Inventory increased \$9.4 to \$425.9 primarily due to the impact of higher sales volume and the translation impact resulting from a relatively weaker U.S. dollar at June 30, 2007 as compared to December 31, 2006. Inventory days decreased from 86 at December 31, 2006 to 83 at June 30, 2007. Prepaid expenses and other current assets increased \$17.0 primarily resulting from an increase in certain foreign tax receivables, the

purchase of short term securities and higher prepaid insurance balances. Land and depreciable assets, net, increased \$17.5 to \$291.6 reflecting capital expenditures of \$51.4 and the translation impact resulting from a relatively weaker U.S. dollar at June 30, 2007 as compared to December 31, 2006 partially offset by depreciation expense of \$36.9. Goodwill increased \$20.1 to \$946.3, primarily as a result of adjustments relative to prior year acquisitions including performance based additional cash purchase consideration. Other assets decreased \$7.0 to \$50.5 primarily due to a reduction in long term deferred tax assets in addition to amortization of intangible assets. Accrued expenses decreased \$57.2 to \$152.4 primarily due to the reclassification of the long-term portion of the liability for unrecognized tax benefits in accordance with FIN 48 to long-term liabilities (See Note 14) of \$28.8, payment of accrued expenses for performance based additional cash purchase consideration associated with certain acquisitions and a reduction in deferred revenue related to certain inventory hubbing arrangements offset by increased activity. Other long-term liabilities increased \$27.4 to \$56.7 due primarily to the reclassification of the long-term portion of the liability for unrecognized tax benefits in accordance with FIN 48 from other accrued expenses as discussed above.

For the first six months of 2007, cash from operating activities of \$145.7, net borrowings from the revolving credit facility of \$5.5, proceeds from the exercise of stock options including excess tax benefits from stock-based payment arrangements of \$35.4 and proceeds from the disposal of fixed assets of \$0.5 were used to fund capital expenditures of \$51.4, acquisition related payments of \$37.6, purchases of treasury stock of \$51.9, dividend payments of \$5.4, purchases of short-term investments of \$4.2 and an increase in cash on hand of \$36.5. For the first six months of 2006, cash from operating activities of \$143.0, proceeds from the exercise of stock options including excess tax benefits from stock-based payment arrangements of \$12.9 and proceeds from the disposal of fixed assets of \$1.8 were used to fund capital expenditures of \$33.9, acquisitions of \$14.8, dividend payments of \$5.4, a net debt reduction of \$76.2, purchases of treasury stock of \$20.2 and an increase of cash on hand of \$7.3.

The Company has a five-year \$1,000.0 unsecured revolving credit facility (the “Revolving Credit Facility”) that expires in August 2011, of which approximately \$676.1 was drawn at June 30, 2007. On August 1, 2006, the Company amended the Revolving Credit Facility to reduce borrowing costs, increase the general indebtedness basket by \$250.0 through an accordion feature and extend the term from July 2010 to August 2011.

At June 30, 2007, availability under the Revolving Credit Facility was \$310.1, after a reduction of \$13.8 for outstanding letters of credit. The Company’s interest rate on borrowings under the Revolving Credit Facility was LIBOR plus 40 basis points. The Company also pays certain annual agency and facility fees. The Revolving Credit Facility requires that the Company satisfy certain financial covenants including an interest coverage ratio (EBITDA divided by interest expense) of higher than 3X and a leverage ratio (debt divided by EBITDA) lower than 3.25X; at June 30, 2007, such ratios as defined in the Revolving Credit Facility were 13.62X and 1.32X, respectively. The Revolving Credit Facility also includes limitations with respect to, among other things, (i) indebtedness in excess of \$50.0 for capital leases, \$450.0 for general indebtedness, \$200.0 for acquisition indebtedness (of which approximately \$4.6, \$1.5 and \$nil were outstanding at June 30, 2007, respectively), (ii) restricted payments including dividends on the Company’s Class A Common Stock in excess of 50% of consolidated cumulative net income subsequent to July 15, 2005 plus \$250.0, or approximately \$510.0 at June 30, 2007, (iii) required consolidated net worth equal to 50% of cumulative consolidated net income commencing April 1, 2005 plus 100% of net cash proceeds from equity issuances commencing April 1, 2005, plus \$400.0, or approximately \$688.7 at June 30, 2007, (iv) creating or incurring liens, (v) making other investments, and (vi) acquiring or disposing of assets. At June 30, 2007, the Company was in compliance with these covenants, and the Company’s credit rating from Standard & Poor’s was BBB- and from Moody’s was Ba1.

In conjunction with borrowings under the Revolving Credit Facility, the Company has entered into interest rate swap agreements that fixed the Company’s LIBOR interest rate on \$150.0, \$250.0 and \$250.0 of floating rate bank debt at 4.82%, 4.24% and 4.85%, expiring in December 2007, July 2008 and December 2008, respectively. While it is not the Company’s intention to terminate the interest rate swap agreements, the fair value of such agreements was estimated by obtaining quotes from brokers which represented the amounts that the Company

would receive or pay if the agreements were terminated. The fair value indicated that termination of the agreements at June 30, 2007 would have resulted in a pre-tax gain of \$4.5; such gain, net of tax of \$1.7 was recorded in other comprehensive income.

A subsidiary of the Company has an agreement with a financial institution whereby the subsidiary can sell an undivided interest of up to \$100.0 in a designated pool of qualified accounts receivable. The Company services, administers and collects the receivables on behalf of the purchaser. On July 31, 2006, the Company terminated its then existing accounts receivable securitization facility and entered into a new Receivables Purchase Agreement (the "New Agreement"). The New Agreement allows the Company to sell an undivided interest of up to \$100.0 in a designated pool of qualified accounts receivable at costs that are lower than the previous agreement. The remaining terms and conditions of the New Agreement remain substantially the same as the previous facility. The New Agreement includes certain covenants and provides for various events of termination and expires in July 2009. At June 30, 2007, approximately \$85.0 of receivables were sold under the New Agreement and are therefore not reflected in the accounts receivable balance in the accompanying Condensed Consolidated Balance Sheets.

The Company's primary ongoing cash requirements will be for operating and capital expenditures, product development activities, repurchase of its Class A Common Stock, dividends and debt service. The Company may also use cash to fund all or part of the cost of future acquisitions. The Company's debt service requirements consist primarily of principal and interest on bank borrowings. The Company's primary sources of liquidity are internally generated cash flow, the Revolving Credit Facility and the sale of receivables under the New Agreement. The Company expects that ongoing requirements for operating and capital expenditures, product development activities, repurchase of its Class A Common Stock, dividends and debt service requirements will be funded from these sources; however, the Company's sources of liquidity could be adversely affected by, among other things, a decrease in demand for the Company's products, a deterioration in certain of the Company's financial ratios, a decline in its credit ratings or a deterioration in the quality of the Company's accounts receivable.

On January 17, 2007, the Company announced a 2-for-1 stock split that was effective for stockholders of record as March 16, 2007, and these additional shares were distributed on March 30, 2007. The share information herein has been restated to reflect the effect of such stock split.

On October 20, 2004, the Company announced that its Board of Directors authorized an open-market stock repurchase program (the "Program") of up to 10.0 million shares (on a post-split basis) of its Class A Common Stock during the period ended September 30, 2006 which was extended to December 31, 2008 by an amendment on July 27, 2006. In September 2006, the Company retired 4.5 million shares of its Class A Common Stock purchased for \$87.8 million under the Program by reducing retained earnings by this amount. In March 2007, the Company retired an additional 1.6 million shares of its Class A Common Stock purchased for \$53.2 million under the Program by reducing retained earnings by this amount. At June 30, 2007, approximately 2.7 million shares of Class A Common Stock remained available for repurchase under the Program.

On January 19, 2005, the Company announced that it would commence payment of a quarterly dividend on its Class A Common Stock of \$.015 per share. The Company paid a quarterly dividend in the amount of \$2.7 or \$.015 per share on July 5, 2007 to shareholders of record as of June 13, 2007, which was included in the Other Accrued Expenses at June 30, 2007. Total dividends paid to date in 2007, including the July 5, 2007 payment, were \$8.1. '

In August 2006, the President signed into law the Pension Protection Act of 2006. The intent of the legislation is to require companies to fund 100% of their pension liability; and then for companies to fund, on a going-forward basis, an amount generally estimated to be the amount that the pension liability increases each year due to an additional year of service by the employees eligible for pension benefits. The legislation requires that funding shortfalls be eliminated by companies over a seven-year period, beginning in 2008. The Pension

Protection Act also extended the provisions of the Pension Funding Equity Act that would have expired in 2006 had the Pension Protection Act not been enacted, which increased the allowed discount rate used to calculate the pension liability. The Pension Protection Act is effective for plan years beginning after 2007 and the Company is in the process of determining the impact of this legislation.

The Company intends to retain the remainder of its earnings to provide funds for the operation and expansion of the Company's business, repurchase of its Class A Common Stock and to repay outstanding indebtedness. Management believes that the Company's working capital position, ability to generate strong cash flow from operations, availability under its Revolving Credit Facility and access to credit markets will allow it to meet its obligations for the next twelve months and the foreseeable future.

Environmental Matters

Certain operations of the Company are subject to federal, state and local environmental laws and regulations that govern the discharge of pollutants into the air and water, as well as the handling and disposal of solid and hazardous wastes. The Company believes that its operations are currently in substantial compliance with all applicable environmental laws and regulations and that the costs of continuing compliance will not have a material adverse effect on the Company's financial position or results of operations.

The Company is currently involved in the environmental cleanup of several sites for conditions that existed at the time Amphenol Corporation was acquired from Allied Signal Corporation in 1987 (Allied Signal merged with and into Honeywell in December 1999). Amphenol Corporation and Honeywell were named jointly and severally liable as potentially responsible parties in relation to such sites. Amphenol Corporation and Honeywell have jointly consented to perform certain investigations and remedial and monitoring activities at two sites and they have been jointly ordered to perform work at another site. The costs incurred relating to these three sites are reimbursed by Honeywell based on the Honeywell Agreement entered into in connection with the acquisition in 1987. For sites covered by the Honeywell Agreement, to the extent that conditions or circumstances occurred or existed at the time of or prior to the acquisition, Honeywell is obligated to reimburse Amphenol Corporation 100% of such costs. Honeywell representatives continue to work closely with the Company in addressing the most significant environmental liabilities covered by the Honeywell Agreement. Management does not believe that the costs associated with resolution of these or any other environmental matters will have a material adverse effect on the Company's consolidated financial position or results of operations. Substantially all of the environmental cleanup matters identified by the Company to date, including those referred to above, are covered under the Honeywell Agreement.

Safe Harbor Statement

Statements in this report that are not historical are "forward-looking" statements within the meaning of the federal securities laws, and should be considered subject to the many uncertainties that exist in the Company's operations and business environment. These uncertainties, which include, among other things, economic and currency conditions, market demand and pricing and competitive and cost factors are set forth in Part I, Item 1A of the Company's 2006 Annual Report on Form 10-K. Actual results could differ materially from those currently anticipated.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The Company, in the normal course of doing business, is exposed to the risks associated with foreign currency exchange rates and changes in interest rates. There has been no material change in the Company's assessment of its sensitivity to foreign currency exchange rate risk since its presentation set forth, in Item 7A "Quantitative and Qualitative Disclosures About Market Risk" in its 2006 Annual Report on Form 10-K. Relative to interest rate risk, in 2005, the Company entered into interest rate swap agreements that fixed the Company's LIBOR interest rate on \$150.0 million, \$250.0 million and \$250.0 million of floating rate debt at 4.82%, 4.24% and 4.85%, expiring in December 2007, July 2008 and December 2008, respectively. At June

30, 2007, the Company's average LIBOR rate was 4.63%. A 10% change in the LIBOR interest rate at June 30, 2007 would have the effect of increasing or decreasing interest expense by approximately \$0.1. The Company does not expect changes in interest rates to have a material effect on income or cash flows in 2007, although there can be no assurances that interest rates will not significantly change.

Item 4. Controls and Procedures

Under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, the Company has evaluated the effectiveness of the design and operation of its disclosure controls and procedures as of December 31, 2006. Based on their evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that these disclosure controls and procedures are effective to ensure that information required to be disclosed by the Company in reports that it files or submits under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms and such information is accumulated and communicated to management, including the Company's principal executive and financial officers, to allow timely decisions regarding required disclosure. There has been no change in the Company's internal controls over financial reporting during its most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, its internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

None

Item 1A. Risk Factors

There have been no material changes to the Company's risk factors as disclosed in Part I, Item 1A of the Company's Form 10-K for the year ended December 31, 2006.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Repurchase of Equity Securities

On October 20, 2004, the Company announced that its Board of Directors authorized an open-market stock repurchase program (the "Program") of up to 10.0 million shares (on a post-split basis) of its Class A Common Stock during the period ended September 30, 2006 which was extended to December 31, 2008 by an amendment on July 27, 2006. In September 2006, the Company retired 4.5 million shares of its Class A Common Stock purchased for \$87.8 million under the Program by reducing retained earnings by this amount. In March 2007, the Company retired an additional 1.6 million shares of its Class A Common Stock purchased for \$53.2 million under the Program by reducing retained earnings by this amount. At June 30, 2007, approximately 2.7 million shares of Class A Common Stock remained available for repurchase under the Program.

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid per Share	© Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
January 1, to January 31, 2007	437,600	\$ 31.96	6,184,800	3,815,200
February 1, to February 28, 2007	—	—	—	—
March 1, to March 31, 2007	—	—	—	—
April 1, to April 30, 2007	218,500	35.40	6,403,300	3,596,700
May 1, to May 31, 2007	857,900	35.24	7,261,200	2,738,800
June 1, to June 30, 2007	—	—	—	—
Total	1,514,000	\$ 34.31	7,261,200	2,738,800

Item 3. Defaults Upon Senior Securities

None

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

The annual meeting of stockholders was held on Wednesday, May 23, 2007. The following matters were submitted to and approved by the stockholders at the annual meeting:

- (i) The election of three directors, Stanley L. Clark, Andrew E. Lietz and Martin H. Loeffler for three-year terms expiring in the year 2010. For Stanley L. Clark, the votes were cast as follows: For-149,703,911, Withheld-1,453,060. For Andrew E. Lietz, the votes were cast as follows: For-149,539,473, Withheld-1,617,498. For Martin H. Loeffler, the votes were cast as follows: For-147,845,139, Withheld-3,311,832.
- (ii) Ratification of Deloitte & Touche LLP as independent registered public accountants of the Company. The votes were cast as follows: For-148,177,588, Against-2,885,645, Abstentions-93,738.
- (iii) Approval of an increase in number of authorized shares. The votes were cast as follows: For-134,561,957, Against-16,516,398, Abstentions-78,616.

Item 5. Other Information

None

Item 6. Exhibits –

- 3.1 By-Laws of the Company as of May 19, 1997 — NXS Acquisition Corp. By-Laws (filed as Exhibit 3.2 to the June 30, 1997 10-Q).*
- 3.2 Amended and Restated Certificate of Incorporation, dated April 24, 2000 (filed as Exhibit 3.1 to the April 28, 2000 Form 8-K).*
- 3.3 Certificate of Amendment of Amended and Restated Certificate of Incorporation, dated May 26, 2004 (filed as Exhibit 3.1 to the June 30, 2004 10-Q).*
- 10.1 Amended and Restated Receivables Purchase Agreement dated as of May 19, 1997 among Amphenol Funding Corp., the Company, Pooled Accounts Receivable Capital Corporation and Nesbitt Burns Securities, Inc., as Agent (filed as Exhibit 10.1 to the June 30, 1997 10-Q).*
- 10.2 First Amendment to Amended and Restated Receivables Purchase Agreement dated as of September 26, 1997 (filed as Exhibit 10.20 to the September 30, 1997 10-Q).*
- 10.3 Canadian Purchase and Sale Agreement dated as of September 26, 1997 among Amphenol Canada Corp., Amphenol Funding Corp. and Amphenol Corporation, individually and as the initial servicer (filed as Exhibit 10.21 to the September 30, 1997 10-Q).*
- 10.4 Second Amendment to Amended and Restated Receivables Purchase Agreement dated as of June 30, 2000 (filed as Exhibit 10.27 to the June 30, 2000 10-Q).*
- 10.5 Third Amendment to Amended and Restated Receivables Purchase Agreement dated as of June 28, 2001 (filed as Exhibit 10.27 to the September 30, 2001 10-Q).*
- 10.6 Fourth Amendment to Amended and Restated Receivables Purchase Agreement dated as of September 30, 2001 (filed as Exhibit 10.28 to the September 30, 2001 10-Q).*
- 10.7 Fifth Amendment to Amended and Restated Receivables Purchase Agreement dated as of May 19, 2004 (filed as Exhibit 10.6 to the June 30, 2004 10-Q).*
- 10.8 Sixth Amendment to Amended and Restated Receivables Purchase Agreement dated as of June 18, 2004 (filed as Exhibit 10.7 to the June 30, 2004 10-Q).*
- 10.9 Seventh Amendment to Amended and Restated Receivables Purchase Agreement dated as of June 18, 2004 (filed as Exhibit 10.8 to the June 30, 2004 10-Q).*
- 10.10 Amended and Restated Receivables Purchase Agreement dated as of July 31, 2006 among Amphenol Funding Corp., the Company, Atlantic Asset Securitization LLC and Calyon New York Branch, as Agent (filed as Exhibit 10.10 to the June 30, 2006 10-Q).*
- 10.11 Amended and Restated Purchase and Sale Agreement dated as of May 19, 1997 among the Originators named therein, Amphenol Funding Corp. and the Company (filed as Exhibit 10.2 to the June 30, 1997 10-Q).*
- 10.12 First Amendment to Amended and Restated Purchase and Sale Agreement dated as of June 18, 2004 (filed as Exhibit 10.10 to the June 30, 2004 10-Q).*
- 10.13 Amended and Restated Purchase and Sales Agreement dated as of July 31, 2006 among the Originators named therein, Amphenol Funding Corp. and the Company (filed as Exhibit 10.13 to the June 30, 2006 10-Q).*
- 10.14 1997 Option Plan for Key Employees of Amphenol and Subsidiaries (filed as Exhibit 10.16 to the June 30, 1997 10-Q).*
- 10.15 Amended 1997 Option Plan for Key Employees of Amphenol and Subsidiaries (filed as Exhibit 10.19 to the June 30, 1998 10-Q).*
- 10.16 2000 Stock Purchase and Option Plan for Key Employees of Amphenol and Subsidiaries (filed as Exhibit 10.30 to the June 30, 2001 10-Q).*
- 10.17 Amended 2000 Stock Purchase and Option Plan for Key Employees of Amphenol and Subsidiaries (filed as Exhibit 10.2 to the March 31, 2004 10-Q).*
- 10.18 Second Amended 2000 Stock Purchase and Option Plan for Key Employees of Amphenol and Subsidiaries (filed as Exhibit 10.35 to the June 30, 2004 10-Q).*
- 10.19 Third Amended 2000 Stock Purchase and Option Plan for Key Employees of Amphenol and Subsidiaries (filed as Exhibit 10.19 to the June 30, 2006 10-Q).*

- 10.20 Fourth Amended 2000 Stock Purchase and Option Plan for Key Employees of Amphenol and Subsidiaries.**
- 10.21 Form of 1997 Management Stockholders' Agreement (filed as Exhibit 10.50 to the December 31, 2004 10-K).*
- 10.22 Form of 1997 Non-Qualified Stock Option Agreement (filed as Exhibit 10.51 to the December 31, 2004 10-K).*
- 10.23 Form of 2000 Management Stockholders' Agreement (filed as Exhibit 10.53 to the December 31, 2004 10-K).*
- 10.24 Form of 2000 Management Stockholders' Agreement as of May 24, 2006 (filed as Exhibit 10.24 to the June 30, 2006 10-Q).*
- 10.25 Form of 2000 Management Stockholder's Agreement as of May 24, 2007. **
- 10.26 Form of 2000 Non-Qualified Stock Option Agreement (filed as Exhibit 10.54 to the December 31, 2004 10-K).*
- 10.27 Form of 2000 Non-Qualified Stock Option Agreement as of May 24, 2006 (filed as Exhibit 10.26 to the June 30, 2006 10-Q).*
- 10.28 Form of 2000 Non-Qualified Stock Option Grant Agreement Amended as of May 24, 2007. **
- 10.29 Form of 2000 Sale Participation Agreement (filed as Exhibit 10.55 to the December 31, 2004 10-K).*
- 10.30 Management Agreement between the Company and Martin H. Loeffler, dated July 28, 1987 (filed as Exhibit 10.7 to the 1987 Registration Statement).*
- 10.31 Pension Plan for Employees of Amphenol Corporation as amended and restated effective January 1, 2002 (filed as Exhibit 10.7 to the December 31, 2001 10-K).*
- 10.32 First Amendment to the Pension Plan for Employees of Amphenol Corporation as amended and restated effective January 1, 2002 (filed as Exhibit 10.42 to the December 31, 2006 10-K).*
- 10.33 Second Amendment to the Pension Plan for Employees of Amphenol Corporation as amended and restated effective January 1, 2002 (filed as Exhibit 10.43 to the December 31, 2006 10-K).*
- 10.34 Third Amendment to the Pension Plan for Employees of Amphenol Corporation as amended and restated effective January 1, 2002 (filed as Exhibit 10.44 to the December 31, 2006 10-K).*
- 10.35 Fourth Amendment to the Pension Plan for Employees of Amphenol Corporation as amended and restated effective January 1, 2002 (filed as Exhibit 10.45 to the December 31, 2006 10-K).*
- 10.36 Fifth Amendment to the Pension Plan for Employees of Amphenol Corporation as amended and restated effective January 1, 2002 (filed as Exhibit 10.46 to the December 31, 2006 10-K).*
- 10.37 Sixth Amendment to the Pension Plan for Employees of Amphenol Corporation as amended and restated effective January 1, 2002 (filed as Exhibit 10.47 to the December 31, 2006 10-K).*
- 10.38 Amphenol Corporation Supplemental Employee Retirement Plan formally adopted effective January 25, 1996 (filed as Exhibit 10.18 to the 1996 10-K).*
- 10.39 First Amendment (2000-1) to the Amphenol Corporation Supplemental Employee Retirement plan (filed as Exhibit 10.18 to the September 30, 2004 10-Q).*
- 10.40 Second Amendment (2004-1) to the Amphenol Corporation Supplemental Employee Retirement Plan (filed as Exhibit 10.19 to the September 30, 2004 10-Q).*
- 10.41 Third Amendment (2006-1) to the Amphenol Corporation Supplemental Employee Retirement Plan (filed as Exhibit 10.51 to the December 31, 2006 10-K).*
- 10.42 Amphenol Corporation Directors' Deferred Compensation Plan (filed as Exhibit 10.11 to the December 31, 1997 10-K).*
- 10.43 The 2004 Stock Option Plan for Directors of Amphenol Corporation (filed as Exhibit 10.44 to

- the June 30, 2004 10-Q).*
- 10.44 2005 Amphenol Corporation Management Incentive Plan (filed as Exhibit 10.56 to the March 31, 2005 10-Q).*
- 10.45 2006 Amphenol Corporation Management Incentive Plan (filed as Exhibit 10.48 to the December 31, 2005 10-K).*
- 10.46 2007 Amphenol Corporation Management Incentive Plan.**
- 10.47 Credit Agreement, dated as of July 15, 2005, among the Company, certain subsidiaries of the Company, a syndicate of financial institutions and Bank of America, N.A. acting as the administrative agent (filed as an Exhibit to the Form 8-K filed on July 20, 2005).*
- 10.48 First Amendment to Credit Agreement dated as of December 14, 2005 among the Company, certain subsidiaries of the Company, a syndicate of financial institutions and Bank of America, N.A. acting as the administrative agent (filed as Exhibit 10.45 to the March 31, 2007 10Q).*
- 10.49 Second Amendment to Credit Agreement dated as of August 1, 2006 among the Company, certain subsidiaries of the Company, a syndicate of financial institutions and Bank of America, N.A. acting as the administrative agent (filed as Exhibit 10.55 to the June 30, 2006 10-Q).*
- 10.50 Agreement and Plan of Merger among Amphenol Acquisition Corporation, Allied Corporation and the Company, dated April 1, 1987, and the Amendment thereto dated as of May 15, 1987 (filed as Exhibit 2 to the 1987 Registration Statement).*
- 10.51 Settlement Agreement among Allied Signal Inc., the Company and LPL Investment Group, Inc. dated November 28, 1988 (filed as Exhibit 10.20 to the 1991 Registration Statement).*
- 10.52 Asset and Stock Purchase Agreement between Teradyne, Inc. and Amphenol Corporation, dated October 10, 2005 (filed as an Exhibit to the Form 8-K filed on October 11, 2005).*
- 10.53 Amphenol Corporation Employee Savings/401(k) Plan Document (filed as Exhibit 10.58 to the March 31, 2006 10Q).*
- 10.54 Amphenol Corporation Employee Savings/401(k) Plan Adoption Agreement (filed as Exhibit 10.59 to the March 31, 2006 10Q).*
- 10.55 First Amendment (2006-1) to Amphenol Corporation Employee Savings/401(k) Plan Adoption Agreement (filed as Exhibit 10.68 to the December 31, 2006 10-K).*
- 10.56 Second Amendment (2006-2) to Amphenol Corporation Employee Savings/401(k) Plan Adoption Agreement (filed as Exhibit 10.69 to the December 31, 2006 10-K).*
- 10.57 Amphenol Corporation Supplemental Defined Contribution Plan (filed as Exhibit 10.54 to the March 31, 2007 10Q).*
- 10.58 First Amendment (2007-1) to the Amphenol Corporation Supplemental Defined Contribution Plan (filed as Exhibit 10.55 to the March 31, 2007 10Q).*
- 31.1 Certification pursuant to Exchange Act Rules 13a-14 and 15d-14; as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.**
- 31.2 Certification pursuant to Exchange Act Rules 13a-14 and 15d-14; as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.**
- 32.1 Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of Sarbanes-Oxley Act of 2002.**
- 32.2 Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of Sarbanes-Oxley Act of 2002.**

* Incorporated herein by reference as stated.

** Filed herewith

SIGNATURE

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

AMPHENOL CORPORATION

By: /s/ DIANA G. REARDON
Diana G. Reardon
Authorized Signatory
and Principal Financial Officer

Date: August 3, 2007

**THE FOURTH AMENDED 2000 STOCK PURCHASE AND OPTION PLAN
FOR KEY EMPLOYEES OF
AMPHENOL AND SUBSIDIARIES**

1. Purpose of Plan

The Amended 2000 Stock Purchase and Option Plan for Key Employees of Amphenol and Subsidiaries (the “Plan”) is designed:

(a) to promote the long term financial interests and growth of Amphenol Corporation (the “Corporation”) and its subsidiaries by attracting and retaining management personnel with the training, experience and ability to enable them to make a substantial contribution to the success of the Corporation’s business;

(b) to motivate management personnel by means of growth-related incentives to achieve long range goals;

(c) to further the alignment of interests of participants with those of the stockholders of the Corporation through opportunities for increased stock, or stock-based, ownership in the Corporation; and

(d) to create competitive levels of compensation for management personnel.

2. Definitions

As used in the Plan, the following words shall have the following meanings:

(a) “Board of Directors” means the Board of Directors of the Corporation.

(b) “Code” means the Internal Revenue Code of 1986, as amended.

(c) “Committee” means the Compensation Committee of the Board of Directors.

(d) “Common Stock” or “Share” means Class A Common Stock of the Corporation which may be authorized but unissued, or issued and reacquired.

(e) “Key Employee” means a person, including an officer, in the regular full-time employment of the Corporation or one of its Subsidiaries who, in the opinion of the Committee, is, or is expected to be, primarily responsible for the management, growth or protection of some part or all of the business of the Corporation.

(f) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(g) “Fair Market Value” means such value of a Share as reported for stock exchange transactions and/or determined in accordance with any applicable resolutions or regulations of the Committee in effect at the relevant time.

(h) “Grant” means an award made to a Participant pursuant to the Plan and described in Paragraph 5, including, without limitation, an award of a Non-Qualified Stock Option or Purchase Stock or a combination thereof. A “Grant” does not include an award of stock appreciation rights, dividend

equivalent rights, restricted stock, performance units, performance shares or any other stock-based grants.

(i) “Grant Agreement” means an agreement between the Company and a Participant that sets forth the terms, conditions and limitations applicable to a Grant.

(j) “Management Stockholder’s Agreement” means an agreement between the Corporation and a Participant that sets forth the terms and conditions and limitations applicable to any Shares purchased pursuant to this Plan.

(k) “Option” means an option to purchase shares of the Common Stock which will not be an “incentive stock option” (within the meaning of Section 422 of the Code).

(l) “Participant” means a Key Employee, or other person having a unique relationship with the Corporation or one of its Subsidiaries, to whom one or more Grants have been made and such Grants have not all been forfeited or terminated under the Plan; provided, however, that a non-employee director of the Corporation or one of its Subsidiaries may not be a Participant.

(m) “Subsidiary” shall mean any corporation in an unbroken chain of corporations beginning with the Corporation if each of the corporations, or group of commonly controlled corporations, other than the last corporation in the unbroken chain then owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

3. Administration of Plan

(a) The Plan shall be administered by the Committee. None of the members of the Committee shall be eligible to be selected for Grants under the Plan, or have been so eligible for selection within one year prior thereto; provided, however, that the members of the Committee shall qualify to administer the Plan for purposes of Rule 16b-3 (and any other applicable rule) promulgated under Section 16(b) of the Exchange Act to the extent that the Corporation is subject to such rule. The Committee may adopt its own rules of procedure, and action of a majority of the members of the Committee taken at a meeting, or action taken without a meeting by unanimous written consent, shall constitute action by the Committee. The Committee shall have the power and authority to administer, construe and interpret the Plan, to make rules for carrying it out and to make changes in such rules. Any such interpretations, rules and administration shall be consistent with the basic purposes of the Plan.

(b) The Committee may delegate to the Chief Executive Officer and to other senior officers of the Corporation its duties under the Plan subject to such conditions and limitations as the Committee shall prescribe except that only the Committee may designate and make Grants to Participants who are subject to Section 16 of the Exchange Act.

(c) The Committee may employ attorneys, consultants, accountants, appraisers, brokers or other persons. The Committee, the Corporation, and the officers and directors of the Corporation shall be entitled to rely upon the advice, opinions or valuations of any such persons. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon all Participants, the Corporation and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or Grants, and all members of the Committee shall be fully protected by the Corporation with respect to any such action, determination or interpretation.

4. Eligibility

The Committee may from time to time make Grants under the Plan to such Key Employees, or other persons having a unique relationship with Corporation or any of its Subsidiaries, and in such form and having such terms, conditions and limitations as the Committee may determine. No Grants may be made under this Plan to non-employee directors of the Corporation or any of its Subsidiaries. The terms, conditions and limitations of each Grant under the Plan shall be set forth in an Grant Agreement, in a form approved by the Committee, consistent, however, with the terms of the Plan and, if applicable, the Management Stockholder's Agreement.

5. Grants

From time to time, the Committee will determine the forms and amounts of Grants for Participants which grants may only include Non-Qualified Stock Options and/or Purchase Stock as set forth below. Such Grants may take the following forms in the Committee's sole discretion:

(a) Non-Qualified Stock Options - These are options to purchase Common Stock which are not designated by the Committee as incentive stock options. At the time of the Grant the Committee shall determine, and shall include in the Grant Agreement or other Plan rules, the option exercise period, the option price, and such other conditions or restrictions on the grant or exercise of the option as the Committee deems appropriate, which may include the requirement that the grant of options is predicated on the acquisition of Purchase Shares under Paragraph 5(b) by the Optionee. In addition to other restrictions contained in the Plan, an option granted under this Paragraph 5(a): (i) may not be exercised more than 10 years after the date it is granted and (ii) may not have an option exercise price less than the closing price of the Common Stock as reported by the New York Stock Exchange on the date the option is granted. Payment of the option price shall be made in cash or in shares of Common Stock, or a combination thereof, in accordance with the terms of the Plan, the Grant Agreement and of any applicable guidelines of the Committee in effect at the time.

(b) Purchase Stock - Purchase Stock refers to shares of Common Stock offered to a Participant at such price as determined by the Committee, the acquisition of which will make him eligible to receive under the Plan, including, but not limited to, Non-Qualified Stock Options; provided, however, that the price of such Purchase Shares may not be less than the closing price of the Common Stock as reported by the New York Stock Exchange on the date such shares of Purchase Stock are offered.

6. Limitations and Conditions

(a) The number of Shares available for Grants under this Plan shall be 24,000,000 Shares of the authorized Common Stock as of the effective date of the Plan. The number of Shares subject to Option Grants under this Plan to any one Participant shall not be more than 6,000,000 Shares. Unless restricted by applicable law, Shares related to Grants that are forfeited, terminated, cancelled or expire unexercised, shall immediately become available for new Grants.

(b) No Grants shall be granted under the Plan beyond ten years after the effective date of the Plan, but the terms of Grants granted on or before the expiration of the Plan may extend beyond such expiration. At the time a Grant is granted or amended or the terms or conditions of a Grant are changed, the Committee may provide for limitations or conditions on such Grant or purchase consistent with the terms of the Management Stockholders' Agreement.

(c) Nothing contained herein shall affect the right of the Corporation to terminate any Participant's employment at any time or for any reason.

(d) Other than as specifically provided with regard to the death of a Participant, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to do so shall be void. No such benefit shall, prior to receipt thereof by the Participant, be in any manner liable for or subject to the debts, contracts, liabilities, engagements, or torts of the Participant.

(e) Participants shall not be, and shall not have any of the rights or privileges of, stockholders of the Corporation in respect of any Shares purchasable in connection with any Grant unless and until certificates representing any such Shares have been issued by the Corporation to such Participants.

(f) No election as to benefits or exercise of Options or other rights may be made during a Participant's lifetime by anyone other than the Participant except by a legal representative appointed for or by the Participant.

(g) Absent express provisions to the contrary, any Grant under this Plan shall not be deemed compensation for purposes of computing benefits or contributions under any retirement plan of the Corporation or its Subsidiaries and shall not affect any benefits under any other benefit plan of any kind now or subsequently in effect under which the availability or amount of benefits is related to level of compensation. This Plan is not a "Retirement Plan" or "Welfare Plan" under the Employee Retirement Income Security Act of 1974, as amended.

(h) Unless the Committee determines otherwise, no benefit or promise under the Plan shall be secured by any specific assets of the Corporation or any of its Subsidiaries, nor shall any assets of the Corporation or any of its Subsidiaries be designated as attributable or allocated to the satisfaction of the Corporation's obligations under the Plan.

7. Transfers and Leaves of Absence

For purposes of the Plan, unless the Committee determines otherwise: (a) a transfer of a Participant's employment without an intervening period of separation among the Corporation and any Subsidiary shall not be deemed a termination of employment, and (b) a Participant who is granted in writing a leave of absence shall be deemed to have remained in the employ of the Corporation during such leave of absence.

8. Adjustments

In the event of any change in the outstanding Common Stock by reason of a stock split, spin-off, stock dividend, stock combination or reclassification, recapitalization or merger, change of control, or similar event, the Committee may adjust appropriately the number of Shares subject to the Plan and available for or covered by Grants and exercise prices related to outstanding Grants and make such other revisions to outstanding Grants as it deems are equitably required.

9. Merger, Consolidation, Exchange,
Acquisition, Liquidation or Dissolution

In its absolute discretion, and on such terms and conditions as it deems appropriate, coincident with or after the Grant of any Option, the Committee may provide that such Option cannot be exercised after the merger or consolidation of the Corporation into another corporation, the exchange of all or substantially all of the assets of the Corporation for the securities of another corporation, the acquisition by another corporation of 80% or more of the Corporation's then outstanding shares of voting stock or the recapitalization, reclassification, liquidation or dissolution of the Corporation (a "Transaction"), and if the Committee so provides, it shall, on such terms and conditions as it deems appropriate, also provide, either

by the terms of such Option or by a resolution adopted prior to the occurrence of such Transaction, that, for some reasonable period of time prior to such Transaction, such Option shall be exercisable as to all shares subject thereto, notwithstanding anything to the contrary herein (but subject to the provisions of Paragraph 6(b)) and that, upon the occurrence of such event, such Option shall terminate and be of no further force or effect; provided, however, that the Committee may also provide, in its absolute discretion, that even if the Option shall remain exercisable after any such event, from and after such event, any such Option shall be exercisable only for the kind and amount of securities and/or other property, or the cash equivalent thereof, receivable as a result of such event by the holder of a number of shares of stock for which such Option could have been exercised immediately prior to such event.

10. Amendment and Termination

The Committee shall have the authority to make such amendments to any terms and conditions applicable to outstanding Grants as are consistent with this Plan provided that, except for adjustments under Paragraph 8 or 9 hereof, no such action shall modify such Grant in a manner adverse to the Participant without the Participant's consent except as such modification is provided for or contemplated in the terms of the Grant.

The Board of Directors may amend, suspend or terminate the Plan except that no such action, other than an action under Paragraph 8 or 9 hereof, may be taken which would, without stockholder approval, increase the aggregate number of Shares subject to Grants under the Plan, decrease the exercise price of outstanding Options, change the requirements relating to the Committee or extend the term of the Plan.

Without limiting the generality of the foregoing, the Plan shall not be materially amended without stockholder approval.

11. Foreign Options and Rights

The Committee may make Grants to Key Employees who are subject to the laws of nations other than the United States, which Grants may have terms and conditions that differ from the terms thereof as provided elsewhere in the Plan for the purpose of complying with foreign laws.

12. Withholding Taxes

The Corporation shall have the right to deduct from any cash payment made under the Plan any federal, state or local income or other taxes required by law to be withheld with respect to such payment. It shall be a condition to the obligation of the Corporation to deliver shares upon the exercise of an Option that the Participant pay to the Corporation such amount as may be requested by the Corporation for the purpose of satisfying any liability for such withholding taxes. Any Grant Agreement may provide that the Participant may elect, in accordance with any conditions set forth in such Grant Agreement, to pay a portion or all of such withholding taxes in shares of Common Stock.

13. Effective Date and Termination Dates

The Plan shall be effective on and as of the date of its approval by the stockholders of the Corporation and shall terminate ten years later, subject to earlier termination by the Board of Directors pursuant to Paragraph 10.

5/24/2007

As of May 24, 2007

2000 MANAGEMENT STOCKHOLDER'S AGREEMENT

WHEREAS, this Management Stockholder's Agreement (this "Agreement") is entered into as of the **Grant Date** (the "Base Date") between Amphenol Corporation, a Delaware Corporation (the "Company"), and the Optionee (the "Management Stockholder") (the Company and the Management Stockholder being hereinafter collectively referred to as the "Parties").

WHEREAS, the Company has granted (and in the future may make additional grants to) certain key employees of the Company (including the Management Stockholder) options to purchase shares of the Company's common stock (the "Common Stock") at a fixed exercise price per share (the "Base Price") pursuant to the terms of the Fourth Amended 2000 Stock Purchase and Option Plan for Key Employees of Amphenol Corporation and Subsidiaries (the "Option Plan") and the related 2000 Non-Qualified Stock Option Grant Agreement (any and all grants under the Option Plan are hereinafter referred to as the "2000 Options").

WHEREAS, this Agreement is one of several agreements ("Other Management Stockholders' Agreements") which have been, or which in the future will be, entered into between the Company and other individuals who are or will be key employees of the Company or one of its subsidiaries (collectively, the "Other Management Stockholders").

NOW THEREFORE, to implement the foregoing and in consideration of the grant of the Options and of the mutual agreements contained herein, the Parties agree as follows:

1. Common Stock; Issuance of Options.

(a) The Company shall have no obligation to sell any Common Stock upon the exercise of an Option to Purchase or otherwise to any person who is a resident or citizen of a state or other jurisdiction in which the sale of Common Stock to him or her would constitute a violation of the securities or "blue sky" laws of such jurisdiction.

(b) Subject to the terms and conditions hereinafter set forth as of the Base Date (which Base Date shall be different for future option awards, if any), the Company shall issue to the Management Stockholder the Option to Purchase (as set forth in the applicable **Certificate of Stock Option Grant**) and the Optionee shall accept the applicable 2000 Non-Qualified Stock Option Grant Agreement as a precondition to the effectiveness of the Option to Purchase.

2. Management Stockholder's Representations, Warranties and Agreements.

(a) The Management Stockholder agrees and acknowledges that he will not, directly or indirectly, offer, transfer, sell, assign, pledge, hypothecate or otherwise dispose of (any such act being referred to herein as a "transfer") any of the Common Stock issuable upon exercise of the 2000 Options (the "Option Stock") unless such transfer complies with Section 3 of this Agreement. If the Management Stockholder is an affiliate (as defined under Rule 405 of

the rules and regulations promulgated under the Securities Act of 1933, as amended, (the “Act”) and as interpreted by the Board of Directors of the Company) of the Company (an “Affiliate”), the Management Stockholder also agrees and acknowledges that he will not transfer any shares of the Stock unless (i) the transfer is pursuant to an effective registration statement under the Act, and in compliance with applicable provisions of state securities laws or (ii) (A) counsel for the Management Stockholder (which counsel shall be reasonably acceptable to the Company) shall have furnished the Company with an opinion, satisfactory in form and substance to the Company, that no such registration is required because of the availability of an exemption from registration under the Act and (B) if the Management Stockholder is a citizen or resident of any country other than the United States, or the Management Stockholder desires to effect any transfer in any such country, counsel for the Management Stockholder (which counsel shall be reasonably satisfactory to the Company) shall have furnished the Company with an opinion or other advice reasonably satisfactory in form and substance to the Company to the effect that such transfer will comply with the securities laws of such jurisdiction. Notwithstanding the foregoing, the Company acknowledges and agrees that any of the following transfers are deemed to be in compliance with the Act and this Agreement and no opinion of counsel is required in connection therewith: (x) a transfer made pursuant to Sections 4, 8 or 9 hereof, (y) a transfer upon the death of the Management Stockholder to his executors, administrators, testamentary trustees, legatees or beneficiaries (the “Management Stockholder’s Estate”) or a transfer to the executors, administrators, testamentary trustees, legatees or beneficiaries of a person who has become a holder of Stock in accordance with the terms of this Agreement, provided that it is expressly understood that any such transferee shall be bound by the provisions of this Agreement and (z) a transfer made after the Base Date in compliance with the federal securities laws to a trust or custodianship the beneficiaries of which may include only the Management Stockholder, his spouse or his lineal descendants (a “Management Stockholder’s Trust”) provided that such transfer is made expressly subject to this Agreement.

(b) If any shares of the Stock are to be disposed of in accordance with Rule 144 under the Act or otherwise, the Management Stockholder shall promptly notify the Company of such intended disposition and shall deliver to the Company at or prior to the time of such disposition such documentation as the Company may reasonably request in connection with such sale and, in the case of a disposition pursuant to Rule 144, shall deliver to the Company an executed copy of any notice on Form 144 required to be filed with the Securities and Exchange Commission (the “SEC”).

3. Restriction on Transfer

No transfer of Option Stock in violation of this Agreement shall be made or recorded on the books of the Company and any such transfer shall be void and of no effect.

4. Definitions

For purposes of this Agreement the following definitions shall apply: “Cause” shall mean (i) the Management Stockholder’s willful and continued failure to perform Management Stockholder’s duties with respect to the Company or its subsidiaries which continues beyond ten days after a written demand for substantial performance is delivered to Management Stockholder by the Company or (ii) misconduct by Management Stockholder involving (x) dishonesty or breach of trust in connection with Management Stockholder’s

employment or (y) conduct which would be a reasonable basis for an indictment of Management Stockholder for a felony or for a misdemeanor involving moral turpitude or (z) which the Committee determines is likely to result in a demonstrable injury to the Company; and "Good Reason" shall mean (i) reduction in Management Stockholder's base salary (other than a broad based salary reduction program affecting many members of management), (ii) a substantial reduction in Management Stockholder's duties and responsibilities other than as approved by the Chief Executive Officer of the Company as of the date of this Agreement, (iii) the elimination or reduction of the Management Stockholder's eligibility to participate in the Company's benefit programs that is inconsistent with the eligibility of similarly situated employees of the Company to participate therein, or (iv) an involuntary transfer of the Management Stockholder's primary workplace by more than fifty (50) miles from the workplace as of the date hereof.

5. Continuing Effectiveness of Agreement

The Company may from time to time grant to the Management Stockholder additional options under the Option Plan, as currently in effect and as it may be amended from time to time, to purchase shares of Common Stock at a different Base Price. Unless agreed otherwise any and all option awards made on or after May 24, 2007 under the Option Plan, as currently in effect or as it may be amended from time to time, shall be subject to the terms and conditions of this Agreement.

6. The Company's Representations and Warranties.

(a) The Company represents and warrants to the Management Stockholder that (i) this Agreement has been duly authorized, executed and delivered by the Company and (ii) the Stock, when issued and delivered in accordance with the terms hereof, will be duly and validly issued, fully paid and nonassessable.

(b) The Company will file the reports required to be filed by it under the Act and the Securities Exchange Act of 1934 (the "Exchange Act") and the rules and regulations adopted by the SEC thereunder, to the extent required from time to time to enable the Management Stockholder to sell shares of Stock without registration under the Act within the limitations of the exemptions provided by (A) Rule 144 under the Act, as such Rule may be amended from time to time, or (B) any similar rule or regulation hereafter adopted by the SEC. Notwithstanding anything contained in this Section 6(b), the Company may de-register under Section 12 of the Act if it is then permitted to do so pursuant to the Exchange Act and the rules and regulations thereunder and, in such circumstances, shall not be required hereby to file any reports which may be necessary in order for Rule 144 or any similar rule or regulation under the Act to be available. Nothing in this Section 6 (b) shall be deemed to limit in any manner the restrictions on sales of Stock otherwise contained in this Agreement.

7. Rights to Negotiate Purchase.

Nothing in this Agreement shall be deemed to restrict or prohibit the Company from purchasing shares of Option Stock or the 2000 Options from the Management Stockholder, at any time, upon such terms and conditions, and for such price, as may be mutually agreed upon between the Parties.

8. Notice of Change of Beneficiary.

Immediately prior to any transfer of Stock to a Management Stockholder's Trust, the Management Stockholder shall provide the Company with a copy of the instruments creating the Management Stockholder's Trust and with the identity of the beneficiaries of the Management Stockholder's Trust. The Management Stockholder shall notify the Company immediately prior to any change in the identity of any beneficiary of the Management Stockholder's Trust.

9. Recapitalizations, etc.

The provisions of this Agreement shall apply, to the full extent set forth herein with respect to the Option Stock or the 2000 Options, to any and all shares of capital stock of the Company or any capital stock, partnership units or any other security evidencing ownership interests in any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or substitution of the Option Stock or the 2000 Options, by reason of any stock dividend, split, reverse split, combination, recapitalization, liquidation, reclassification, merger, consolidation or otherwise.

10. Management Stockholder's Employment by the Company.

Nothing contained in this Agreement or in any other agreement entered into by the Company and the Management Stockholder contemporaneously with the execution of this Agreement (i) obligates the Company or any subsidiary of the Company to employ the Management Stockholder in any capacity whatsoever or (ii) prohibits or restricts the Company (or any such subsidiary) from terminating the employment of the Management Stockholder at any time or for any reason whatsoever, with or without Cause, and the Management Stockholder hereby acknowledges and agrees that neither the Company nor any other person has made any representations or promises whatsoever to the Management Stockholder concerning the Management Stockholder's employment or continued employment by the Company or any subsidiary of the Company.

11. State Securities Laws.

The Company hereby agrees to use its best efforts to comply with all state securities or "blue sky" laws which might be applicable to the sale of the Option Stock and the issuance of the 2000 Options to the Management Stockholder.

12. Binding Effect.

The provisions of this Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. In the case of a transferee permitted under Section 2(a) hereof, such transferee shall be deemed the Management Stockholder hereunder; provided, however, that no transferee (including without limitation, transferees referred to in Section 2(a) hereof) shall derive any rights under this Agreement unless and until such transferee has delivered to the Company a valid undertaking and becomes bound by the terms of this Agreement.

13. Amendment

This Agreement may be amended only by a written or electronic instrument signed or accepted by the Parties hereto.

14. Applicable Law.

The laws of the State of Delaware shall govern the interpretation, validity and performance of the terms of this Agreement, regardless of the law that might be applied under principles of conflicts of law. Any suit, action or proceeding against the Management Stockholder, with respect to this Agreement, or any judgment entered by any court in respect of any thereof, may be brought in any court of competent jurisdiction in the State of Connecticut (or if the Company moves its corporate headquarters to another state, in the state where the Company's corporate headquarters is then domiciled), and the Management Stockholder hereby submits to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment. By the execution and delivery of this Agreement, the Management Stockholder appoints The Corporation Trust Company, at its office in Wilmington, Delaware, as the case may be, as his agent upon which process may be served in any such suit, action or proceeding. Service of process upon such agent, together with notice of such service given to the Management Stockholder in the manner provided in Section 20 hereof, shall be deemed in every respect effective service of process upon him in any suit, action or proceeding. Nothing herein shall in any way be deemed to limit the ability of the Company to serve any such writs, process or summonses in any other manner permitted by applicable law or to obtain jurisdiction over the Management Stockholder, in such other jurisdictions and in such manner, as may be permitted by applicable law. The Management Stockholder hereby irrevocably waives any objections which he may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any court of competent jurisdiction in the State of Connecticut (or if the Company moves its corporate headquarters to another state, in the state where the Company's corporate headquarters is then domiciled) and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in any inconvenient forum. No suit, action or proceeding against the Company with respect to this Agreement may be brought in any court, domestic or foreign, or before any similar domestic or foreign authority other than in a court of competent jurisdiction in the State of Connecticut (or if the Company moves its corporate headquarters to another state, in the state where the Company's corporate headquarters is then domiciled), and the Management Stockholder hereby irrevocably waives any right which he may otherwise have had to bring such an action in any other court, domestic or foreign, or before any similar domestic or foreign authority. The Company hereby submits to the jurisdiction of such courts for the purpose of any such suit, or proceeding. Each Party hereto hereby irrevocably and unconditionally waives trial by jury in any legal action or proceeding in relation to this Agreement and for any counterclaim therein.

15. Miscellaneous.

In this Agreement (i) all references to "dollars" or "\$" are to United States dollars and (ii) the word "or" is not exclusive. If any provision of this Agreement shall be declared illegal, void or unenforceable by any court of competent jurisdiction, the other provisions shall not be affected, but shall remain in full force and effect.

16. Notices.

All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered to the Party to whom it is directed as set forth in this Section 16.

(a) If to the Company by hand (whether by overnight courier or otherwise) or sent by overnight delivery or telecopy, to it at the following address or fax number:

Amphenol Corporation
358 Hall Avenue
P.O. Box 5030
Wallingford, Connecticut 06492-7530

Attn: Chief Executive Officer
Phone: (203) 265-8730
Fax: (203) 265-8628

(b) If to the Management Stockholder by hand (whether by overnight courier or otherwise) or sent by overnight delivery or telecopy or email, to him or her at the address (including email address) set forth in the records of the headquarter's Human Resources Department of the Company; or at such other address as either Party shall have specified by notice in writing to the other.

17. Covenant Not to Compete; Protection of Confidential Information;
Nonsolicitation of Customers and Suppliers and Nonsolicitation of Employees.

(a) In consideration of the Company entering into this Agreement with the Management Stockholder, the Management Stockholder hereby agrees that for so long as the Management Stockholder is employed by the Company or one of its subsidiaries and for a period of one year thereafter (the "Noncompete Period"), the Management Stockholder shall provide a "Noncompete Undertaking", which is that the Management Stockholder shall not, in any geographic region in the world in which the Management Stockholder acts or has acted for the Company or any division or subsidiary thereof, directly or indirectly, engage in the development, production, sale or distribution of any product produced, sold, distributed or which is in development (i) by the operation of the Company or the operation of the subsidiary of the Company which employed the Management Stockholder during the twelve (12) month period immediately preceding the Management Employee's termination of employment or (ii) by the Company or its subsidiaries about which the Management Stockholder received any Confidential Information (as defined below).

(b) At the Company's option, if it elects to enforce the Noncompete Undertaking, in the event that the Management Stockholder's employment is terminated by the Management Stockholder for Good Reason or by the operation of the Company without Cause, or if required by applicable law to give full force and effect to the Management Stockholder's Noncompete Undertaking, then as additional consideration for the Noncompete Undertaking, the Company shall pay the Management Stockholder salary continuation in an amount equal to 50% of such Management Stockholder's base salary on the date of the termination of the Management

Stockholder's employment for the Noncompete Period. In the event that the Management Stockholder's employment with the Company or any of its subsidiaries is terminated by the Management Stockholder without Good Reason or by the Company with Cause then, except as required by applicable law, the Company shall not be required to pay the Management Stockholder any additional consideration for the Management Stockholder's Noncompete Undertaking.

(c) If (a) the Management Stockholder's employment with the Company or any of its subsidiaries is terminated by the Management Stockholder without Good Reason or by the Company with Cause or (b) in the event that the Management Stockholder's employment with the Company or any of its subsidiaries is terminated by the Management Stockholder with Good Reason or by the Company without Cause and the Company has exercised its option under the preceding subparagraph to enforce the Noncompete Undertaking, then at the Company's option, the Noncompete Period may be extended for an additional one year period if (i) within nine months of the termination of the Management Stockholder's employment, the Company gives the Management Stockholder notice of such extension and (ii) beginning with the first anniversary of such termination, the Company agrees to pay the Management Stockholder during such extended Noncompete Period in an amount equal to 50% of the Management Stockholder's base annual salary at the time that the Management Stockholder's employment with the Company was terminated. The amounts referred to in paragraphs 17(b), if any, and 17(c) shall be paid in installments in a manner consistent with the then current salary payment policies of the Company or the operation or division of the Company or its subsidiary that employed the Management Stockholder. For purposes of this Agreement, the phrase "directly or indirectly engage in" shall include any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, a consultant, independent contractor, licensor of technology or otherwise. During the Noncompete Period and any extended Noncompete Period the Management Stockholder shall be free to work in any employment approved by the Chief Executive Officer of the Company which approval shall not be unreasonably withheld. Such approved employment shall not serve to reduce any payments that the Management Stockholder is receiving pursuant to this provision.

(d) The Management Stockholder will not disclose or use at any time any Confidential Information (as defined below) of which the Management Stockholder is or becomes aware, whether or not such information is developed by him, except to the extent that such disclosure or use is directly related to and required by the Management Stockholder's performance of duties, if any, assigned to the Management Stockholder by the Company. As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used or developed by the Company or its subsidiaries or that is obtained by the Company or its subsidiaries from its customers, suppliers and/or consultants in connection with its business, including but not limited to (i) products or services, (ii) fees, costs and pricing structures, (iii) designs, (iv) computer software, including operating systems, applications and program listings, (v) flow charts, manuals and documentation, (vi) data bases, (vii) accounting and business methods, (viii) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (ix) customers, vendors and clients and customer, vendors or client lists, (x) personnel information, (xi) other copyrightable works, (xii) all technology and trade secrets, and (xiii) all similar and related information in whatever form. Confidential Information will not include any information that has been published in a form generally available to the public prior to the date the Management Stockholder proposes to disclose or use such information. The Management

Stockholder acknowledges and agrees that all copyrights, works, inventions, innovations, improvements, developments, patents, trademarks and all similar or related information which relate to the actual or anticipated business of the Company and its subsidiaries (including its predecessors) and conceived, developed or made by the Management Stockholder while employed by the Company or its subsidiaries belong to the Company. The Management Stockholder will perform all actions reasonably requested by the Company (whether during or after employment with the Company or the Noncompete Period) to establish and confirm such ownership at the Company's expense (including without limitation assignments, consents, powers of attorney and other instruments). If the Management Stockholder is bound by any other agreement with the Company regarding the use or disclosure of Confidential Information, the provisions of this Agreement shall be read in such a way as to further restrict and not to permit any more extensive use or disclosure of confidential information.

(e) In consideration of the Company entering into this Agreement with the Management Stockholder, the Management Stockholder hereby agrees that for a period of twenty-four (24) months following the termination of Management Stockholder's employment with the Company or with a subsidiary of the Company for any reason whatsoever, the Management Stockholder shall not, directly or indirectly, divert or attempt to divert nor assist others in diverting any business of the Company by soliciting, contacting or communicating with any customer or supplier of the Company with whom Management Stockholder had direct or indirect contact during the twelve (12) month period immediately preceding the termination of Management Stockholder's employment.

(f) In consideration of the Company entering into this Agreement with the Management Stockholder, the Management Stockholder hereby agrees that for a period of twenty-four (24) months following the termination of Management Stockholder's employment with the Company or with a subsidiary of the Company for any reason whatsoever, the Management Stockholder shall not, directly or indirectly, solicit, induce, attempt to induce or assist others in attempting to induce any employee of the Company with whom Management Stockholder has worked or had material contact with, during the twelve (12) month period immediately preceding the termination of his employment, to leave the employment of the Company or a subsidiary of the Company or to accept employment or affiliation with any other company or firm of which Management Stockholder becomes an employee, owner, partner or consultant.

(g) Notwithstanding clauses (a), (b), (c), (d), (e) and (f) above, if at any time a court holds that the restrictions stated in such clauses (a), (b), (c), (d), (e) and (f) are unreasonable or otherwise unenforceable under circumstances then existing, the parties hereto agree that the maximum period, scope or geographic area determined to be reasonable under such circumstances by such court will be substituted for the stated period, scope or area. Because the Management Stockholder's services are unique and because the Management Stockholder has had access to Confidential Information, the parties hereto agree that money damages will be an inadequate remedy for any breach of this Agreement. In the event a breach or threatened breach of this Agreement, the Company or its successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive relief in order to enforce, or prevent any violations of, the provisions hereof (without the posting of a bond or other security).

Amended as of May 24, 2007

2000 NON-QUALIFIED STOCK OPTION GRANT AGREEMENT

THIS AGREEMENT, dated as of the Grant Date, is made by and between AMPHENOL CORPORATION a Delaware corporation (hereinafter referred to as the “Company”), and the holder of the **Certificate of Stock Option Grant**, an employee of the Company or a Subsidiary (as defined below) (hereinafter referred to as “Optionee”).

WHEREAS, the Company wishes to afford the Optionee the opportunity to purchase shares of its Class A Common Stock, par value \$.001 per share (the “Common Stock”) as indicated in the **Certificate of Stock Option Grant** ;

WHEREAS, the Company wishes to carry out the Plan (as hereinafter defined), the terms of which are hereby incorporated by reference and made a part of this Agreement; and

WHEREAS, the Committee (as hereinafter defined), appointed to administer the Plan, has determined that it would be to the advantage and best interest of the Company and its stockholders to grant the Non-Qualified Option to Purchase provided for herein to the Optionee as an incentive for increased efforts during his or her employment with the Company or its Subsidiaries, and has advised the Company thereof and instructed the Company to cause its representatives to issue the **Certificate of Stock Option Grant** ;

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

ARTICLE I**DEFINITIONS**

Whenever the following terms are used in this Agreement, they shall have the meaning specified in the Plan or below unless the context clearly indicates to the contrary.

Section 1.1 - Affiliate

“Affiliate” shall mean, with respect to the Company, any corporation or entity directly or indirectly controlling, controlled by, or under common control with, the Company.

Section 1.2 - Cause

“Cause” shall mean, (i) the Optionee’s willful and continued failure to perform his or her duties with respect to the Company or its Subsidiaries which continues beyond 10 days after notice is provided to the Optionee by the Company or (ii) misconduct by the Optionee (x) involving dishonesty or breach of trust in connection with Optionee’s employment, (y) which would be a reasonable basis for an indictment of the Optionee of a felony or a misdemeanor involving moral turpitude or (z) which the Committee determines is likely to result in a demonstrable injury to the Company.

Section 1.3 - Change of Control

“Change of Control” shall mean (i) a sale of all or substantially all of the assets of the Company or (ii) an acquisition of voting stock of the Company resulting in more than 50% of the voting stock of the Company being held by a Person or Group. See 3.1(a) for application of Change of Control.

Section 1.4 - Code

“Code” shall mean the Internal Revenue Code of 1986, as amended.

Section 1.5 - Committee

“Committee” shall mean the Compensation Committee of the Board of Directors of the Company.

Section 1.6 - Good Reason

“Good Reason” shall mean (i) a reduction in Optionee’s base salary (other than a broad based salary reduction program affecting many members of management), (ii) a substantial reduction in Optionee’s duties and responsibilities other than as approved by the Chief Executive Officer of the Company as of the date of this Agreement, (iii) the elimination or reduction of the Optionee’s eligibility to participate in the Company’s benefit programs that is inconsistent with the eligibility of similarly situated employees of the Company to participate therein, or (iv) an involuntary transfer of the Optionee’s primary workplace by more than fifty (50) miles from the workplace as of the date hereof.

Section 1.7 - Grant Date

“Grant Date” shall mean the date as of which the Option to Purchase provided for in this Agreement was granted.

Section 1.8 - Group

“Group” means two or more Persons acting together as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of the Company.

Section 1.9 - Management Stockholder’s Agreement

“Management Stockholder’s Agreement” shall mean the 2000 Management Stockholder’s Agreement, as amended as of the Grant Date between the Optionee and the Company.

Section 1.10 - Option to Purchase

“Option to Purchase” shall mean the non-qualified option to purchase Common Stock granted under the **Certificate of Stock Option Grant**.

Section 1.11 - Permanent Disability

The Optionee shall be deemed to have a “Permanent Disability” if the Optionee is unable to engage in the activities required by the Optionee’s job by reason of any medically determined physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

Section 1.12 - Person

“Person” means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

Section 1.13 - Plan

“Plan” shall mean The Fourth Amended 2000 Stock Purchase and Option Plan for Key Employees of Amphenol and Subsidiaries.

Section 1.14 - Pronouns

The masculine pronoun shall include the feminine and neuter, and the singular and the plural, where the context so indicates.

Section 1.15 - [Intentionally left blank]

Section 1.16 - Secretary

“Secretary” shall mean the Secretary or an Assistant Secretary of the Company.

Section 1.17 - Subsidiary

“Subsidiary” shall mean any corporation in an unbroken chain of corporations beginning with the Company if each of the corporations, or group of commonly controlled corporations (other than the last corporation in the unbroken chain), then owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

Section 1.18 - Trigger Date

“Trigger Date” shall mean the date hereof.

ARTICLE II

GRANT OF OPTION TO PURCHASE

Section 2.1 - Grant of Option to Purchase

For good and valuable consideration, on and as of the Grant Date hereof, the Company irrevocably grants to the Optionee, subject to Section 2.4, an Option to Purchase any part or all of an aggregate of shares of its \$.001 par value Class A Common Stock as indicated in the **Certificate of Stock Option Grant** upon the terms and conditions set forth in this Agreement.

Section 2.2 - “Grant Price”

Subject to Section 2.4, the exercise price of the shares of stock covered by the Option to Purchase (the “Option to Purchase Grant Price”) shall be as indicated in the **Certificate of Stock Option Grant** per share without commission or other charge.

Section 2.3 - No Right to Employment

Nothing in this Agreement or in the Plan shall confer upon the Optionee any right to continue in the employ of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which are hereby expressly reserved, to terminate the employment of the Optionee at any time for any reason whatsoever, with or without Cause.

Section 2.4 - Adjustments in Option to Purchase Pursuant to Merger, Consolidation, etc.

Subject to Section 9 of the Plan, in the event that the outstanding shares of the stock subject to an Option to Purchase are, from time to time, changed into or exchanged for a different number or kind of shares of the Company or other securities of the Company by reason of a merger, consolidation, recapitalization, reclassification, stock split, stock dividend, combination of shares, or otherwise, the Committee shall make an adjustment in the number and kind of shares and/or the amount of consideration as to which or for which, as the case may be, such Option to Purchase, or portions thereof then unexercised, shall be exercisable, in such manner as the Committee determines is reasonably necessary to maintain as nearly as practicable the rights, benefits and obligations that the parties would have had absent such event. Any such adjustment made by the Committee shall be final and binding upon the Optionee, the Company and all other interested persons.

ARTICLE III

PERIOD OF EXERCISABILITY

Section 3.1 - Commencement of Exercisability

(a) an Option to Purchase shall become exercisable as follows:

<u>Date Option to Purchase Becomes Exercisable</u>	<u>Percentage of Option to Purchase Shares Granted As to Which Option to Purchase Is Exercisable</u>
After the first anniversary of the Trigger Date	20%
After the second anniversary of the Trigger Date	40%
After the third anniversary of the Trigger Date	60%
After the fourth anniversary of the Trigger Date	80%
After the fifth anniversary of the Trigger Date	100%

Notwithstanding the foregoing, (x) no Option to Purchase shall become exercisable prior to the time the Plan is approved by the Company’s stockholders, and (y) subject to the immediately preceding clause (x), the Option to Purchase shall become immediately exercisable as to 100% of the shares of Common Stock subject to such Option to Purchase immediately prior to a Change of Control (but only to the extent such Option to Purchase has not otherwise terminated or become exercisable). The sale or disposition of a division, business segment or Subsidiary of the Company shall not cause an Option to Purchase to become immediately exercisable. Pursuant to the authority granted to it in Section 5.1, the Committee shall decide what, if any, Option to Purchase shall become exercisable and when any such Option to Purchase must be exercised upon the sale or disposition of a division, business segment or Subsidiary of the Company.

(b) Notwithstanding the foregoing, no Option to Purchase shall become exercisable as to any additional shares of Common Stock following the termination of employment of the Optionee for any reason other than a termination of employment because of death or Permanent Disability of the Optionee, and any Option to Purchase (other than as provided in the next succeeding sentence) which is non-exercisable as of the Optionee’s termination of employment shall be immediately cancelled. In the event of a termination of employment because of death or Permanent Disability of the Optionee and provided that the Optionee has been employed for at least three years, the Option to Purchase awarded hereunder shall become immediately exercisable. If the Optionee has not been employed for at least three years, then the Option to Purchase shall not become exercisable for any additional shares of Common Stock.

Section 3.2 - “Grant Expiration Date”

The Option to Purchase may not be exercised to any extent by the Optionee after the first to occur of the following events:

- (a) The tenth anniversary of the Grant Date; or
- (b) The first anniversary of the date of the Optionee’s termination of employment by reason of death or Permanent Disability. For these purposes, termination of employment shall mean the date on which the Optionee ceases working for the Company or a Subsidiary of the Company or such later day as the Committee in their discretion deems to be appropriate; or
- (c) 90 days after termination of employment of the Optionee for any reason other than for death or Permanent Disability. For these purposes, termination of employment shall mean the date on which the Optionee ceases working for the Company or a Subsidiary of the Company or such later day as the Committee in their discretion deems to be appropriate; or
- (d) If the Committee so elects pursuant to Section 9 of the Plan, the effective date of a Transaction (as defined in the Plan); provided, however, that the Committee has provided Optionee with a reasonable period of notice prior to the effective date of such Transaction in which to exercise an Option to Purchase that has then neither been fully exercised nor become unexercisable under this Section 3.2.

ARTICLE IV

EXERCISE OF OPTION TO PURCHASE

Section 4.1 - Person Eligible to Exercise

Except as provided in the Management Stockholder’s Agreement, during the lifetime of the Optionee, only he or his personal legal representative may exercise an Option to Purchase or any portion thereof. After the death of the Optionee, any previously exercised portion of an Option to Purchase may, prior to the time when an Option to Purchase becomes unexercisable under Section 3.2, be exercised by any person empowered to do so under the Optionee’s will or under the then applicable laws of descent and distribution.

Section 4.2 - Partial Exercise

Any exercisable portion of an Option to Purchase or the entire Option to Purchase, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option to Purchase or portion thereof becomes unexercisable under Section 3.2; provided, however, that any partial exercise shall be for whole shares of Common Stock only.

Section 4.3 - Manner of Exercise

An Option to Purchase, or any exercisable portion thereof, may be exercised by a Management Stockholder who is not an executive officer of the Company in the manner described in the Section titled "Exercising Your Stock Options" appearing in "A Guide to the Amphenol Corporation Stock Option Plan" appearing on the Company's Client Home Page available through www.benefitaccess.com. An executive officer of the Company will require the assistance of the Chairman, the Chief Financial Officer or the General Counsel of the Company and the assistance of Smith Barney, as the administrator of the Plan, to exercise any Option to Purchase, or any exercisable portion thereof.

The Optionee may be asked to provide a bona fide written representation and agreement, in a form satisfactory to the Committee, signed by the Optionee or other person then entitled to exercise such Option or portion thereof, stating that the shares of stock are being acquired for his own account, for investment and without any present intention of distributing or reselling said shares or any of them except as may be permitted under the Securities Act of 1933, as amended (the "Act"), and then applicable rules and regulations thereunder, and that the Optionee or other person then entitled to exercise such Option or portion thereof will indemnify the Company against and hold it free and harmless from any loss, damage, expense or liability resulting to the Company if any sale or distribution of the shares by such person is contrary to the representation and agreement referred to above; provided, however, that the Committee may, in its absolute discretion, take whatever additional actions it deems appropriate to ensure the observance and performance of such representation and agreement and to effect compliance with the Act and any other federal or state securities laws or regulations; and

In the event the Option to Purchase or any portion thereof shall be exercised pursuant to Section 4.1 by any person or persons other than the Optionee, the Committee may require appropriate proof of the right of such person or persons to exercise the Option to Purchase.

Without limiting the generality of the foregoing, the Committee may require an opinion of counsel acceptable to it to the effect that any subsequent transfer of shares acquired on exercise of an Option to Purchase does not violate the Act, and may issue stop-transfer orders covering such shares. Share certificates evidencing stock issued on exercise of an Option to Purchase shall bear an appropriate legend referring to the provisions of the second paragraph above and the agreements herein. The written representation and agreement referred to in the second paragraph above shall, however, not be required if the shares to be issued pursuant to such exercise have been registered under the Act, and such registration is then effective in respect of such shares.

Section 4.4 - Conditions to Issuance of Stock Certificates

The shares of stock deliverable upon the exercise of an Option to Purchase, or any portion thereof, may be either previously authorized but unissued shares or issued shares which have then been reacquired by the Company. Such shares shall be validly issued, fully paid and nonassessable. The Company shall not be required to issue or deliver any certificate or certificates for shares of stock purchased upon the exercise of an Option to Purchase or portion thereof prior to fulfillment of all of the following conditions:

(a) The obtaining of approval or other clearance from any state or federal governmental agency which the Committee shall, in its absolute discretion, determine to be necessary or advisable; and

(b) The lapse of such reasonable period of time following the exercise of the Option to Purchase as the Committee may from time to time establish for reasons of administrative convenience. Absent such a determination by the Committee, 20 business days shall be deemed to be a reasonable period of time.

Section 4.5 - Rights as Stockholder

The holder of an Option shall not be, nor have any of the rights or privileges of, a stockholder of the Company in respect of any shares purchasable upon the exercise of the Option or any portion thereof unless and until certificates representing such shares shall have been issued by the Company to such holder.

ARTICLE V

MISCELLANEOUS

Section 5.1 - Administration

The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon the Optionee, the Company and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or the Option to Purchase. In its absolute discretion, the Board of Directors may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan and this Agreement.

Section 5.2 - Option to Purchase Not Transferable

Except as provided in the Management Stockholder's Agreement, neither the Option to Purchase nor any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of the Optionee or his successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect; provided, however, that this Section 5.2 shall not prevent transfers by will or by the applicable laws of descent and distribution nor shall this Section 5.2 prevent a transfer of the Option to Purchase or an interest or right therein, that is made in compliance with the federal securities laws, to a trust or custodianship where the beneficiaries of such trust or custodianship include only the Management Stockholder, his spouse or his lineal descendants per the provisions of the related 2000 Management Stockholder's Agreement.

Section 5.3 - Shares to Be Reserved

The Company shall at all times during the term of the Option to Purchase reserve and keep available such number of shares of stock as will be sufficient to satisfy the requirements of this Agreement.

Section 5.4 - Notices

Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Optionee shall be addressed to him or her at the address indicated in the records of the headquarters Human Resources Department of the Company. By a notice given pursuant to this Section 5.4, either party may hereafter designate a different address for notices to be given. Any notice which is required to be given to the Optionee shall, if the Optionee is then deceased, be given to the Optionee's personal representative if such representative has previously informed the Company of his status and address by written notice to the Secretary of the Company under this Section 5.4. Any notice shall be hand delivered, delivered by overnight delivery or sent via confirmed telecopy. Any notice to the Optionee may also be delivered via email by the Company or the Company's representative to the email address of Optionee indicated in the records of the headquarters Human Resources Department of the Company.

Section 5.5 - Titles

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

Section 5.6 - Applicability of Plan and Management Stockholder's Agreement

The Option to Purchase and the shares of Common Stock issued to the Optionee upon exercise of the Option to Purchase shall be subject to all of the terms and provisions of the Plan and the Management Stockholder's Agreement. In the event of any conflict between this Agreement and the Plan, the terms of the Plan shall control. In the event of any conflict between this Agreement or the Plan and the Management Stockholder's Agreement, the terms of the Management Stockholder's Agreement shall control.

Section 5.7 - Amendment

This Agreement may be amended only by a later dated instrument accepted by the parties hereto which specifically states that it is amending this Agreement; provided however that the Committee in its reasonable discretion may unilaterally amend the Agreement if it determines that such amendment would be beneficial to the Optionee.

Section 5.8 - Governing Law

The laws of the State of Delaware shall govern the interpretation, validity and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

Section 5.9 - Jurisdiction

Any suit, action or proceeding against the Optionee with respect to this Agreement, or any judgment entered by any court in respect thereof, may be brought in any court of competent jurisdiction in the State of Connecticut (or if the Company moves its corporate headquarters to another state, in that state), and the Optionee hereby submits to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment. The Optionee hereby irrevocably waives any objections which he may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any court of competent jurisdiction in the State of Connecticut (or if the Company moves its corporate headquarters to another state, in that state), and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in any inconvenient forum. No suit, action or proceeding against the Company with respect to this Agreement may be brought in any court, domestic or foreign, or before any similar domestic or foreign authority other than in a court of competent jurisdiction in the State of Connecticut (or if the Company moves its corporate headquarters to another state, in that state), and the Optionee hereby irrevocably waives any right which he may otherwise have had to bring such an action in any other court, domestic or foreign, or before any similar domestic or foreign authority. The Company hereby submits to the jurisdiction of such courts for the purpose of any such suit, action or proceeding. The Optionee hereby irrevocably and unconditionally waives trial by jury in any legal action or proceeding in relation to this Agreement and for any counterclaim therein.

2007
AMPHENOL MANAGEMENT INCENTIVE PLAN

I. Purpose

The purpose of the Plan is to reward eligible key employees of Amphenol Corporation and affiliated operations with cash bonus payments based on contributions to overall results and specific accomplishments.

II. Eligibility

Key management personnel and target bonuses are as recommended by the Chairman and CEO. Generally, participation includes senior management positions, corporate staff managers, general managers and their designated direct reports. Participation, target bonuses and bonus payments are as approved by the Compensation Committee of the Board of Directors.

III. Plan Components

There are several key performance factors that are considered by executive management and the Compensation Committee in arriving at bonus recommendations and payments. These factors include, but are not limited to, the following:

- Year-over-Year Improvement
- Accomplishments against Budget
- Balance Sheet Management
- New Market/New Product Positioning
- Unit and Group Contribution to Total Amphenol Performance
- Overall Amphenol Performance
- Customer satisfaction, cost reductions and productivity improvement and quality management

Financial performance for each unit is measured by revenues, operating income, cash flow and ROI. Financial performance for total Group and Amphenol includes these same factors and EPS.

IV. Administration

- Payments are based upon average base salary during the Plan year (new hires will be prorated accordingly if hired after February 1st of the plan year).
 - The maximum allowable payout under the Plan is 2x the target bonus as applied to average base salary.
 - To be eligible for the bonus payment, a participant must be an active employee on the payroll at the time when the bonus payment is issued. Exceptions must be recommended by the Chairman and CEO and be approved by the Compensation Committee.
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- Payments are made during the first 90 calendar days following the Plan year. All payments are subject to the recommendation of the Chairman and CEO and the approval of the Compensation Committee.
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Amphenol Corporation
Certification pursuant to
Section 302 of
the Sarbanes-Oxley Act of 2002
Certification

I, Martin H. Loeffler, as the principal executive officer of the registrant, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 30, 2007 of Amphenol Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 3, 2007

/s/ Martin H. Loeffler
Martin H. Loeffler
Chairman and Chief Executive Officer

Amphenol Corporation
Certification pursuant to
Section 302 of
the Sarbanes-Oxley Act of 2002
Certification

I, Diana G. Reardon, as the principal financial officer of the registrant, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 30, 2007 of Amphenol Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 3, 2007

/ s/ Diana G. Reardon

Diana G. Reardon

Senior Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350 , AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Amphenol Corporation (the "Company") on Form 10-Q for the quarter ended June 30, 2007, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Martin H. Loeffler, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 3, 2007

/s/ Martin H. Loeffler

Martin H. Loeffler

Chairman & Chief Executive Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Amphenol Corporation and will be retained by Amphenol Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350 , AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Amphenol Corporation (the "Company") on Form 10-Q for the quarter ended June 30, 2007, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Diana G. Reardon, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 3, 2007

/s/ Diana G. Reardon

Diana G. Reardon

Senior Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Amphenol Corporation and will be retained by Amphenol Corporation and furnished to the Securities and Exchange Commission or its staff upon request.