

**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 March 31, 2009

OR

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 1-10879

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**AMPHENOL CORPORATION**

**Delaware**  
(State of Incorporation)

**22-2785165**  
(IRS Employer  
Identification No.)

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

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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 has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer   
Non-accelerated filer

Accelerated filer   
Smaller reporting company

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 April 30, 2009, the total number of shares outstanding of Class A Common Stock was 171,288,934.

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**Amphenol Corporation**

**Index to Quarterly Report  
on Form 10-Q**

	<u>Page</u>	
Part I	Financial Information	
Item 1.	Financial Statements:	
	Condensed Consolidated Balance Sheets as of March 31, 2009 and December 31, 2008 (Unaudited)	3
	Condensed Consolidated Statements of Income for the Three Months Ended March 31, 2009 and 2008 (Unaudited)	4
	Condensed Consolidated Statements of Cash Flow for the Three Months Ended March 31, 2009 and 2008 (Unaudited)	5
	Notes to Condensed Consolidated Financial Statements (Unaudited)	6
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	15
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	18
Item 4.	Controls and Procedures	18
Part II	Other Information	
Item 1.	Legal Proceedings	19
Item 1A.	Risk Factors	19
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	19
Item 3.	Defaults Upon Senior Securities	19
Item 4.	Submission of Matters to a Vote of Security Holders	19
Item 5.	Other Information	19
Item 6.	Exhibits	20
Signature		22

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

	March 31, 2009	December 31, 2008
<b>Assets</b>		
<b>Current Assets:</b>		
Cash and cash equivalents	\$ 150,519	\$ 214,987
Accounts receivable, less allowance for doubtful accounts of \$18,222 and \$14,982, respectively	459,463	515,999
Inventories, net	479,704	512,507
Other current assets	88,144	92,371
<b>Total current assets</b>	<b>1,177,830</b>	<b>1,335,864</b>
Land and depreciable assets, less accumulated depreciation of \$516,091 and \$510,764 respectively	345,606	344,515
Goodwill	1,334,948	1,232,335
Other long-term assets	101,277	81,445
	<u>\$ 2,959,661</u>	<u>\$ 2,994,159</u>
<b>Liabilities &amp; Shareholders' Equity</b>		
<b>Current Liabilities:</b>		
Accounts payable	\$ 257,196	\$ 305,950
Accrued salaries, wages and employee benefits	59,401	59,644
Accrued income taxes	59,086	65,846
Accrued acquisition-related obligations	17,590	120,357
Other accrued expenses	76,104	82,596
Current portion of long-term debt and capital lease obligations	497	439
<b>Total current liabilities</b>	<b>469,874</b>	<b>634,832</b>
Long-term debt and capital lease obligations	870,982	786,020
Accrued pension and post-employment benefit obligations	161,177	161,669
Other long-term liabilities	38,515	43,069
<b>Shareholders' Equity:</b>		
Common stock	172	171
Additional paid-in capital	27,909	22,746
Accumulated earnings	1,538,941	1,467,099
Accumulated other comprehensive loss	(166,972)	(140,591)
<b>Total shareholders' equity attributable to Amphenol Corporation</b>	<b>1,400,050</b>	<b>1,349,425</b>
Noncontrolling interests	19,063	19,144
<b>Total equity</b>	<b>1,419,113</b>	<b>1,368,569</b>
	<u>\$ 2,959,661</u>	<u>\$ 2,994,159</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 March 31,	
	2009	2008
Net sales	\$ 660,012	\$ 770,714
Cost of sales	453,633	519,808
Gross profit	206,379	250,906
Selling, general and administrative expense	95,694	100,610
Operating income	110,685	150,296
Interest expense	(8,998)	(9,899)
Other expenses, net	(215)	(482)
Income before income taxes	101,472	139,915
Provision for income taxes	(24,422)	(40,784)
Net income	77,050	99,131
Less: Net income attributable to noncontrolling interests	(2,640)	(1,663)
Net income attributable to Amphenol Corporation	<u>\$ 74,410</u>	<u>\$ 97,468</u>
Net income per common share-Basic	<u>\$ .43</u>	<u>\$ .55</u>
Average common shares outstanding-Basic	<u>171,185,198</u>	<u>176,662,616</u>
Net income per common share-Diluted	<u>\$ .43</u>	<u>\$ .54</u>
Average common shares outstanding-Diluted	<u>173,098,475</u>	<u>180,197,969</u>
Dividends declared per common share	<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)

	Three months ended March 31,	
	2009	2008
Net income	\$ 77,050	\$ 99,131
Adjustments for cash from operations:		
Depreciation and amortization	22,991	22,771
Stock-based compensation expense	4,784	3,202
Net change in receivables sold	6,000	—
Net change in components of working capital	34,255	(18,888)
Net change in other long-term assets and liabilities	(2,315)	3,400
Cash flow provided by operations	<u>142,765</u>	<u>109,616</u>
Cash flow from investing activities:		
Capital additions, net	(16,871)	(19,914)
Sale (purchase) of short-term investments	1,420	(4,162)
Investments in acquisitions	(261,464)	(70,443)
Cash flow used in investing activities	<u>(276,915)</u>	<u>(94,519)</u>
Cash flow from financing activities:		
Net change in borrowings under revolving credit facilities	85,887	127,106
Purchase of treasury stock	—	(143,693)
Proceeds from exercise of stock options	224	367
Excess tax benefits from stock-based payment arrangements	107	270
Dividend payments	(5,135)	(2,682)
Cash flow provided by (used in) financing activities	<u>81,083</u>	<u>(18,632)</u>
Effect of exchange rate changes on cash and cash equivalents	(11,401)	49
Net change in cash and cash equivalents	(64,468)	(3,486)
Cash and cash equivalents balance, beginning of period	<u>214,987</u>	<u>183,641</u>
Cash and cash equivalents balance, end of period	<u>\$ 150,519</u>	<u>\$ 180,155</u>
Cash paid during the period for:		
Interest	\$ 9,112	\$ 10,006
Income taxes	27,488	21,610

See accompanying notes to condensed consolidated financial statements.

**AMPHENOL CORPORATION**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
(Unaudited)  
(dollars in thousands, except per share data)

**Note 1-Principles of Consolidation and Interim Financial Statements**

The condensed consolidated balance sheets as of March 31, 2009 and December 31, 2008 and the related condensed consolidated statements of income and cash flow for the three months ended March 31, 2009 and 2008 include the accounts of Amphenol Corporation and its subsidiaries (the "Company"). The 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 months ended March 31, 2009 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 2008 Annual Report on Form 10-K.

**Note 2-Inventories**

Inventories, net, consist of:

	March 31, 2009	December 31, 2008
Raw materials and supplies	\$ 126,269	\$ 130,572
Work in process	224,201	233,003
Finished goods	129,234	148,932
	<u>\$ 479,704</u>	<u>\$ 512,507</u>

**Note 3-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, 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 accounting policies of the segments are the same as those for the Company as a whole. The Company evaluates the performance of its business segments on, among other things, profit or loss from operations before interest, headquarters expense allocations, stock-based compensation expense, income taxes, amortization related to certain intangible assets and nonrecurring gains and losses.

The segment results for the three months ended March 31, 2009 and 2008 are as follows:

	Interconnect Products and Assemblies		Cable Products		Total	
	2009	2008	2009	2008	2009	2008
Net sales						
-external	\$ 601,958	\$ 700,625	\$ 58,054	\$ 70,089	\$ 660,012	\$ 770,714
-inter-segment	642	882	2,105	4,101	2,747	4,983
Segment operating income	116,443	153,536	7,836	8,270	124,279	161,806

A reconciliation of segment operating income to consolidated income before income taxes for the three months ended March 31, 2009 and 2008 is summarized as follows:

	<u>2009</u>	<u>2008</u>
Segment operating income	\$ 124,279	\$ 161,806
Interest expense	(8,998)	(9,899)
Other expenses, net	(9,025)	(8,790)
Stock-based compensation expense	(4,784)	(3,202)
Income before income taxes	<u>\$ 101,472</u>	<u>\$ 139,915</u>

#### Note 4-Noncontrolling Interests

Effective January 1, 2009, the Company adopted Statement of Financial Accounting Standards (SFAS) No. 160, "Noncontrolling Interests in Financial Statements" ("SFAS 160"). SFAS 160 requires companies to classify expense related to noncontrolling interests' share in income below net income (earnings per share will still be determined after the impact of the noncontrolling interests' share in net income of the Company). In addition, SFAS 160 requires the liability related to noncontrolling interests to be presented as a separate caption within equity. The presentation and disclosure requirements of SFAS 160 were retroactively applied.

A reconciliation of consolidated changes in equity for the three months ended March 31, 2009 is as follows:

	<u>Amphenol Corporation Shareholders</u>				<u>Noncontrolling Interests</u>	<u>Comprehensive Income</u>	<u>Total Equity</u>
	<u>Common Stock</u>	<u>Additional Paid In Capital</u>	<u>Accumulated Earnings</u>	<u>Accum. Other Comprehensive Loss</u>			
<b>Balance as of December 31, 2008</b>	\$ 171	\$ 22,746	\$ 1,467,099	\$ (140,591)	\$ 19,144		\$ 1,368,569
Comprehensive income:							
Net income			74,410		2,640	\$ 77,050	77,050
Other comprehensive income, net of tax:							
Translation adjustments				(28,565)	(1,467)	(30,032)	(30,032)
Revaluation of interest rate derivatives				2,460		2,460	2,460
Defined benefit plan liability adjustment				(276)		(276)	(276)
Total comprehensive income						<u>\$ 49,202</u>	
Payments to shareholders of noncontrolling interest					(1,254)		(1,254)
Stock options exercised, including tax benefit	1	340					341
Stock compensation		39					39
Dividends declared			(2,568)				(2,568)
Stock-based compensation expense		4,784					4,784
<b>Balance as of March 31, 2009</b>	<u>\$ 172</u>	<u>\$ 27,909</u>	<u>\$ 1,538,941</u>	<u>\$ (166,972)</u>	<u>\$ 19,063</u>		<u>\$ 1,419,113</u>

A reconciliation of consolidated changes in equity for the three months ended March 31, 2008 is as follows:

	Amphenol Corporation Shareholders							
	Common Stock	Additional Paid In (Deficit) Capital	Accumulated Earnings	Accum. Other Comprehensive Loss	Treasury Stock	Noncontrolling Interests	Comprehensive Income	Total Equity
<b>Balance as of December 31, 2007</b>	\$ 181	\$ (43,647)	\$ 1,431,635	\$ (43,644)	\$ (79,611)	\$ 14,834		\$ 1,279,748
Comprehensive income:								
Net income			97,468			1,663	\$ 99,131	99,131
Other comprehensive income, net of tax:								
Translation adjustments				14,750		419	15,169	15,169
Revaluation of interest rate derivatives				(9,828)			(9,828)	(9,828)
Total comprehensive income							\$ 104,472	
Retirement of treasury stock	(5)		(203,791)		203,796			—
Purchase of treasury stock					(143,693)			(143,693)
Stock options exercised, including tax benefit		623						623
Stock compensation		53						53
Dividends declared			(2,601)					(2,601)
Stock-based compensation expense		3,202						3,202
<b>Balance as of March 31, 2008</b>	<u>\$ 176</u>	<u>\$ (39,769)</u>	<u>\$ 1,322,711</u>	<u>\$ (38,722)</u>	<u>\$ (19,508)</u>	<u>\$ 16,916</u>		<u>\$ 1,241,804</u>

### Note 5-Earnings Per Share

Basic earnings per share (“EPS”) is computed by dividing net income by the weighted-average number of common shares outstanding. Diluted EPS is computed by dividing net income by the weighted-average number of common shares and dilutive common shares outstanding, which relates to stock options. A reconciliation of the basic average common shares outstanding to diluted average common shares outstanding as of March 31, 2009 and 2008 is as follows (dollars in thousands, except per share amounts):

	2009	2008
Net income attributable to Amphenol Corporation	\$ 74,410	\$ 97,468
Basic average common shares outstanding	171,185,198	176,662,616
Effect of dilutive stock options	1,913,277	3,535,353
Diluted average common shares outstanding	173,098,475	180,197,969
Earnings per share:		
Basic	\$ .43	\$ .55
Diluted	\$ .43	\$ .54

Excluded from the computations above were anti-dilutive shares of 5,892,250 and 18,500 for the three months ended March 31, 2009 and 2008, respectively.

### 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 may be required to be paid by reason of such proceedings or claims will have a material effect on the Company’s financial condition or results of operations.

Certain operations of the Company are subject to environmental laws and regulations which 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 effect on the Company’s financial condition or results of operations.



Subsequent to the acquisition of Amphenol Corporation from Allied Signal Corporation (“Allied Signal”) in 1987 (Allied Signal merged with and into Honeywell International, Inc. in December 1999 (“Honeywell”)), Amphenol Corporation and Honeywell were named jointly and severally liable as potentially responsible parties in relation to several environmental cleanup sites. Amphenol Corporation and Honeywell 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 in 1987, 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 condition or results of operations. The environmental investigation, remedial and monitoring activities identified by the Company, including those referred to above, are covered under the Honeywell Agreement.

#### **Note 7-Stock-Based Compensation**

The Company has two option plans for employees (the “Option Plans”), the 1997 Option Plan and the 2000 Stock Purchase and Option Plan for key employees of Amphenol Corporation and subsidiaries. The Option Plans authorize the granting of additional stock options by a committee of the Board of Directors. As of March 31, 2009, the maximum number of shares of common stock available for the granting of additional stock options under the Option Plans was 3,883,860. Options granted under the Option Plans vest ratably over a period of five years and are exercisable over a period of ten years from 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. As of April 2009, all previously awarded options under the 1997 Option Plan have been exercised or forfeited and the 1997 Plan has been terminated per the terms of the 1997 Plan.

In 2004, the Company adopted the 2004 Stock Option Plan for Directors of Amphenol Corporation (the “Directors Option Plan”). The Directors Option Plan is administered by the Board of Directors. As of March 31, 2009, the maximum number of shares of common stock available for the granting of additional stock options under the Directors Option Plan was 260,000. Options granted under the Directors Option Plan vest ratably over a period of three years and are exercisable over a period of ten years from the date of grant.

The grant-date fair value of each option grant is estimated using the Black-Scholes option pricing model. The fair value is then amortized on a straight-line basis over the requisite service periods of the awards, which is generally the vesting period. Use of a valuation model requires management to make certain assumptions with respect to selected model inputs. Expected share price volatility was calculated based on the historical volatility of the stock of the Company and implied volatility derived from related exchange traded options. The average expected life was based on the contractual term of the option and expected employee exercise and historical post-vesting employment termination behavior. The risk-free interest rate is based on U.S. Treasury zero-coupon issues with a remaining term equal to the expected life assumed at the date of grant. The expected annual dividend per share was based on the Company’s dividend rate.

Stock-based compensation expense includes the estimated effects of forfeitures, which are adjusted over the requisite service period to the extent actual forfeitures differ, or are expected to differ from such estimates. Changes in estimated forfeitures are recognized in the period of change and impact the amount of expense to be recognized in future periods. For the three months ended March 31, 2009, the Company’s income before income taxes and net income were reduced for stock-based compensation expense by \$4,784 and \$3,631, respectively, and these reductions were \$3,202 and \$2,257, respectively for the three months ended March 31, 2008. The expense incurred for stock-based compensation is classified in selling, general and administrative expenses on the accompanying Condensed Consolidated Statements of Income.

Stock option activity for the three months ended March 31, 2009 was as follows:

	<u>Options</u>	<u>Weighted Average Exercise Price</u>	<u>Weighted Average Remaining Contractual Term (in years)</u>	<u>Aggregate Intrinsic Value</u>
<b>Options outstanding as of December 31, 2008</b>	11,229,837	\$ 25.82	6.69	\$ 52,850
Options exercised	(22,603)	9.65		
Options cancelled	(54,300)	35.78		
<b>Options outstanding as of March 31, 2009</b>	<u>11,152,934</u>	\$ 25.81	6.45	\$ 78,653
<b>Exercisable as of March 31, 2009</b>	<u>5,353,196</u>	\$ 16.55	4.86	\$ 66,243

A summary of the status of the Company's non-vested options as of March 31, 2009 and changes during the three months then ended is as follows:

	<u>Options</u>	<u>Weighted Average Fair Value at Grant Date</u>
<b>Non-vested options as of December 31, 2008</b>	5,852,838	\$ 11.03
Options cancelled	(53,100)	11.57
<b>Non-vested options as of March 31, 2009</b>	<u>5,799,738</u>	\$ 11.02

During the three months ended March 31, 2009 and 2008, the following activity occurred under the Company's Plans:

	<u>2009</u>	<u>2008</u>
Total intrinsic value of stock options exercised	\$ 383	\$ 984
Total fair value of stock awards vested	—	14

On March 31, 2009, the total compensation cost related to non-vested options not yet recognized is approximately \$41,690 with a weighted average expected amortization period of 3.43 years.

#### Note 8-Shareholders' Equity

The Company maintains an open-market stock repurchase program (the "Program") expiring on January 31, 2010 to repurchase up to 20,000,000 shares of its common stock. The Company did not purchase any shares of its common stock during the three months ended March 31, 2009. As of March 31, 2009, approximately 1,850,000 shares of common stock may still be purchased under the Program.

The Company pays a quarterly dividend on its common stock of \$.015 per share. The Company paid its first quarter dividend in the amount of \$2,568, or \$.015 per share on March 31, 2009 to shareholders of record as of March 11, 2009. Total dividends paid in 2009 were \$5,135, including those declared in 2008 and paid in 2009.

## Note 9-Benefit Plans and Other Postretirement Benefits

The Company and certain of its domestic subsidiaries have a defined benefit pension plan (the "U.S. Plan") covering certain of its U.S. employees. Benefits under the U.S. Plan are generally based on years of service and compensation and are generally noncontributory. Certain foreign subsidiaries have defined benefit plans covering their employees. The following is a summary of the funded status of the Company's defined benefit plans as of the most recent actuarial valuations; for each year presented below, projected benefits exceed assets.

	Pension Benefits		Other Postretirement Benefits	
	2009	2008	2009	2008
Service cost	\$ 1,621	\$ 1,947	\$ 40	\$ 47
Interest cost	5,568	5,794	209	219
Expected return on plan assets	(5,701)	(6,630)	—	—
Amortization of transition obligation	(22)	(27)	16	16
Amortization of prior service cost	514	519	—	—
Amortization of net actuarial losses	1,912	1,519	193	241
Net benefits expense	<u>\$ 3,892</u>	<u>\$ 3,122</u>	<u>\$ 458</u>	<u>\$ 523</u>

In general, the Company plans to make cash contributions to the U.S. Plan in accordance with minimum funding requirements but may also make voluntary cash contributions. Cash contributions in 2009 and in future years will depend on a number of factors including performance of the U.S. Plan assets.

The Company offers various defined contribution plans for its U.S. and foreign employees. Participation in these plans is based on certain eligibility requirements. The Company matches 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 three months ended March 31, 2009 and 2008, the total matching contributions to these plans were approximately \$528 and \$509, respectively.

## Note 10-Goodwill and Other Intangible Assets

As of March 31, 2009, the Company has goodwill totaling \$1,334,948 of which \$1,261,399 is related to the Interconnect Products and Assemblies segment with the remainder related to the Cable Products segment. For the three months ended March 31, 2009, goodwill increased by \$102,613, primarily as a result of two acquisitions in the Interconnect Products and Assemblies segment made during the period. The Company is in the process of completing its analysis of fair value attributes of the assets acquired related to its 2009 and certain of its 2008 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 not subject to amortization other than goodwill. A summary of the Company's amortizable intangible assets as of March 31, 2009 is as follows:

	Gross Carrying Amount	Accumulated Amortization	Weighted-Average Useful Life
Customer relationships	\$ 64,300	\$ 11,600	9 years
Proprietary technology	36,900	7,100	15 years
License agreements	6,000	2,500	8 years
Trade names	1,300	—	15 years
Other	7,800	6,800	15 years
Total	<u>\$ 116,300</u>	<u>\$ 28,000</u>	<u>11 years</u>

Intangible assets are included in other long-term assets in the accompanying Condensed Consolidated Balance Sheets. The aggregate amortization expense for the three months ended March 31, 2009 and 2008 was approximately \$2,900 and \$2,200, respectively. As of March 31, 2009, amortization expense estimated for each of the next five fiscal years is approximately \$12,800 in 2010, \$10,800 each in 2011 and 2012, \$7,600 in 2013 and \$4,700 in 2014.

#### **Note 11—Long-Term Debt**

The Company's senior unsecured revolving credit facility is comprised of a five-year \$1,000,000 unsecured revolving credit facility that is scheduled to expire in August 2011, of which approximately \$861,000 was drawn as of March 31, 2009 (the "Revolving Credit Facility"). As of March 31, 2009, availability under the Revolving Credit Facility was \$137,000 after a reduction of \$2,000 for outstanding letters of credit. 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. As of March 31, 2009, the Company was in compliance with all financial covenants under the Revolving Credit Facility, and the Company's credit rating from Standard & Poor's was BBB- and from Moody's was Baa3. In March 2009, the Company entered into a \$20,000 letter of credit facility, of which approximately \$12,800 was outstanding as of March 31, 2009.

As of March 31, 2009, the Company had interest rate swap agreements of \$150,000, \$250,000 and \$250,000 that fix the Company's LIBOR interest rate at 4.40%, 4.65% and 4.73%, respectively, expiring in December 2009, December 2009 and July 2010, respectively. The fair value of swaps indicated that termination of the agreements as of March 31, 2009 would have resulted in a pre-tax loss of \$21,053; such loss, net of tax of \$7,790, is recorded in accumulated other comprehensive loss.

#### **Note 12- Business Combinations**

Effective January 1, 2009, the Company adopted SFAS No. 141R, "Business Combinations" ("SFAS 141R"). SFAS 141R is applicable to the Company for acquisitions completed on or after January 1, 2009 and establishes principles and requirements for how the acquirer: (1) recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any noncontrolling interest in the acquiree; (2) recognizes and measures the goodwill acquired in the business combination or the gain from a bargain purchase; and (3) determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. The areas of SFAS 141R that are most applicable to the Company are: (1) SFAS 141R requires companies to expense transaction costs as incurred; (2) any subsequent adjustments to a recorded performance-based liability after its recognition will be adjusted through income as opposed to goodwill; and (3) any noncontrolling interest will be recorded at fair value.

During the three months ended March 31, 2009, goodwill of approximately \$126,000, attributable to the Interconnect Products and Assemblies segment, was recognized related to businesses acquired during the period which are not significant to the Company either individually or in the aggregate.

#### **Note 13—Fair Value Measurements**

Effective January 1, 2008, the Company adopted SFAS No. 157, "Fair Value Measurements" ("SFAS 157"). SFAS 157 establishes a new framework for measuring fair value of financial and non-financial instruments and expands related disclosures. The Company does not have any non-financial instruments accounted for at fair value on a recurring basis. Broadly, the SFAS 157 framework requires fair value to be determined based on the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants. SFAS 157 establishes market or observable inputs as the preferred source of values. Assumptions based on hypothetical transactions are used in the absence of market inputs.

The valuation techniques required by SFAS 157 are based upon observable and unobservable inputs. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the

Company's market assumptions. These two types of inputs create the following fair value hierarchy:

Level 1 Quoted prices for identical instruments in active markets.

Level 2 Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

Level 3 Significant inputs to the valuation model are unobservable.

The Company maintains policies and procedures to value instruments using the best and most relevant data available including independent price validation for certain instruments.

The Company believes that the only financial instrument subject to SFAS 157 with interim disclosure requirements are derivative instruments which represent interest rate swaps that are independently valued using market observable Level 2 inputs including interest rate yield curves. As of March 31, 2009, the fair values of derivative instruments were a liability of \$21,053.

The Company does not have any other significant financial or non-financial assets and liabilities that are measured at fair value on a non-recurring basis.

#### Note 14- Derivative Instruments

Effective January 1, 2009, the Company adopted SFAS No. 161, "Disclosures about Derivative Instruments and Hedging Activities" ("SFAS 161"). SFAS 161 amends and expands the disclosure requirements of SFAS No. 133 "Accounting for Derivative Instruments and Hedging Activities" ("SFAS 133") requiring: (1) how and why an entity uses derivative instruments; (2) how derivative instruments and related hedged items are accounted for under SFAS 133 and its related interpretations; and (3) how derivative instruments and related hedged items affect an entity's financial position, financial performance, and cash flows.

The Company is exposed to certain risks related to its ongoing business operations. The primary risk managed by using derivative instruments is interest rate risk. Forward interest rate swap agreements are entered into to manage interest rate risk associated with the Company's variable-rate borrowings.

SFAS 133 requires companies to recognize all derivative instruments as either assets or liabilities at fair value in the Condensed Consolidated Balance Sheets. In accordance with SFAS 133, the Company designates forward interest rate swap agreements on variable-rate borrowings as cash flow hedges.

As of March 31, 2009 and December 31, 2008, the Company had the following derivative activity related to cash flow hedges:

	Balance Sheet Location	Fair Value	
		March 31, 2009	December 31, 2008
<b>Derivatives designated as hedging instruments under SFAS 133:</b>			
Interest rate contracts	Other accrued expenses	\$ 9,466	\$ 12,053
Interest rate contracts	Other long-term liabilities	11,587	12,904
Total derivatives designated as hedging instruments under SFAS 133		<u>\$ 21,053</u>	<u>\$ 24,957</u>

For the three months ended March 31, 2009, a gain of \$2,460 was recognized in accumulated other comprehensive loss associated with interest rate contracts. No gain or loss was reclassified from accumulated other comprehensive loss into net income during the period.

As of March 31, 2009, all derivatives of the Company were considered effective hedges as defined in SFAS 133.

**Note 15 — 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 “Agreement”). The Company services, administers and collects the receivables on behalf of the purchaser. The Agreement includes certain covenants and provides for various events of termination and expires in July 2009. Upon expiration, the Company intends to replace the Agreement with a similar program. Due to the short-term nature of the accounts receivable, the fair value approximates the carrying value. Program fees payable to the purchaser under the Agreement are equivalent to rates afforded high quality commercial paper issuers plus certain fees and administrative expenses and are included in other expenses, net, in the accompanying Consolidated Statements of Income. As of March 31, 2009 and December 31, 2008, approximately \$91,000 and \$85,000, respectively, of receivables were sold and are therefore not reflected in accounts receivable in the accompanying Condensed Consolidated Balance Sheets.

**Note 16- Income Taxes**

The provision for income taxes for the first quarter of 2009 and 2008 was at an effective rate of 24.1% and 29.1% (after reclassification of net income attributable to noncontrolling interest to conform to the 2009 presentation), respectively, the decrease due primarily to a reduction of income tax expense of approximately \$3,600 in 2009 relating to the completion of certain audits of the Company’s prior year tax returns. In addition, the lower 2009 rate reflects a more favorable mix of income in lower tax jurisdictions.

As of March 31, 2009, the amount of the liability for unrecognized tax benefits, which if recognized would impact the effective tax rate, was approximately \$37,108, the majority of which is included in other long-term liabilities on the accompanying Condensed Consolidated Balance Sheets.

**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 ended March 31, 2009 compared to the quarter ended March 31, 2008*

Net sales were \$660.0 in the first quarter of 2009 compared to \$770.7 for the same period in 2008, a decrease of 14% in U.S. dollars and 11% in local currencies. Sales of interconnect products and assemblies (approximately 91% of sales) decreased 14% in U.S. dollars and 11% in local currencies in the first quarter of 2009 compared to 2008 (\$602.0 in 2009 versus \$700.6 in 2008). Sales decreased significantly in the automotive, telecommunications and data communications and industrial markets as a result of a weak end market demand resulting from the global economic crisis. Sales in the military aerospace market were relatively flat as moderate growth in defense-related sales were offset by a weak commercial aircraft market. Sales in the wireless communications market grew primarily as a result of strength in China-related programs and the impact of acquisitions. Sales decreases occurred in all major geographic regions. Sales of cable products (approximately 9% of sales) decreased 17% in U.S. dollars and 11% in local currencies in the first quarter of 2009 compared to the same period in 2008 (\$58.0 in 2009 versus \$70.1 in 2008), primarily attributable to a slowdown in spending in broadband and cable television markets resulting from current weak economic conditions and difficult credit markets.

Geographically, sales in the United States in the first quarter of 2009 decreased approximately 21% compared to the same period in 2008 (\$230.2 in 2009 versus \$292.5 in 2008). International sales for the first quarter of 2009 decreased approximately 10% in U.S. dollars and 5% in local currency compared to the same period in 2008 (\$429.8 in 2009 versus \$478.2 in 2008). The comparatively strong U.S. dollar for the first quarter had the effect of decreasing net sales by approximately \$23.1 when compared to foreign currency translation rates for the same period in 2008.

The gross profit margin as a percentage of net sales was approximately 31.3% for the first quarter of 2009 compared to 32.6% for the same period in 2008. The operating margins in the Interconnect Products and Assemblies segment decreased approximately 2.6% in the first quarter of 2009 when compared to the same period in 2008, primarily as a result of reduced volume levels given the current economic environment, partially offset by effective cost control programs. The operating margins for the Cable Products segment increased by approximately 1.7% in the first quarter of 2009 compared to the same period in 2008, primarily as a result of the positive impacts of lower material costs and operational cost reduction actions, which more than offset the impact of lower sales volume.

Selling, general and administrative expenses decreased to \$95.7, or 14.5% of net sales, in the first quarter compared to \$100.6 for the same period in 2008, which represented approximately 13.1% of net sales. The decrease in expense in the first quarter of 2009 is primarily attributable to significantly lower sales volume and the positive effect of cost reduction actions.

Other expenses, net, for the first quarter of 2009 and 2008 were \$0.2 and \$0.5 (excludes net income attributable to noncontrolling interests reclassified in accordance with SFAS 160), respectively, and comprised primarily agency and commitment fees on the Company's credit facilities and program fees on the sale of accounts receivable (\$0.7 in 2009 and \$1.4 in 2008) offset by interest income (\$0.6 in 2009 and \$1.0 in 2008).

Interest expense for the first quarter of 2009 was \$9.0 compared to \$9.9 for the same period in 2008, primarily attributable to lower average interest rates in the first quarter of 2009.

The provision for income taxes for the first quarter of 2009 and 2008 was at an effective rate of 24.1% and 29.1%, respectively, the decrease due primarily to a reduction of income tax expense of \$3.6 in 2009 relating

to the completion of certain audits of the Company's prior year tax returns. In addition, the lower 2009 rate reflects a more favorable mix of income in lower tax jurisdictions.

## **Liquidity and Capital Resources**

Cash provided by operations was \$142.8 in the first three months of 2009 compared to \$109.6 in the same 2008 period. The increase in cash flow is related primarily to a decrease in components of working capital, the sale of \$6.0 of receivables under the Company's receivable securitization program in addition to an increase in non-cash expenses including stock-based compensation and depreciation which more than offset a reduction in net income. The components of working capital decreased \$34.3 in the first three months of 2009 due primarily to decreases of \$58.6 and \$46.1 in accounts receivable and inventory, respectively, which were partially offset by decreases in accounts payable and accrued liabilities of \$56.7 and \$14.4, respectively. The components of working capital increased \$18.9 in the first three months of 2008 due primarily to increases of \$22.8 in inventory, an increase in prepaid expenses and other assets of \$7.7 and a decrease in accounts payable of \$16.4 offset by a decrease in accounts receivable of \$22.0 and an increase in accrued expenses of \$6.0.

Accounts receivable decreased \$56.5 to \$459.5, reflecting the impact of lower sales levels and a decrease due to translation resulting from the comparatively stronger U.S. dollar at March 31, 2009 compared to December 31, 2008 ("Translation") partially offset by the impact of acquisitions of \$16.9. Days sales outstanding was 72 days at both March 31, 2009 and December 31, 2008. Inventories decreased \$32.8 to \$479.7, primarily due to adjustments to production activity in response to lower demand levels and Translation offset by the impact of acquisitions of \$19.3. Inventory days, excluding the impact of acquisitions, increased from 88 at December 31, 2008 to 93 at March 31, 2009. The increase in inventory days resulted primarily from a slowdown in sales activity in the first quarter of 2009 as a result of the global economic slowdown. The Company will continue to focus on inventory reduction as adjustments to production activity continue in response to lower demand levels. Land and depreciable assets, net, increased \$1.1 to \$345.6 reflecting capital expenditures of \$17.2 as well as fixed assets from acquisitions of \$9.5, offset by depreciation of \$20.0, \$5.1 due to Translation and disposals of \$0.5. Goodwill increased \$102.6 to \$1,334.9, primarily as a result of two acquisitions in the Interconnect Products and Assemblies segment made during the period. Other long-term assets increased \$19.8 to \$101.3 primarily due to an increase in identifiable intangible assets resulting from acquisitions made in the first quarter of 2009 partially offset by a decrease in long-term deferred tax assets. Accounts payable decreased \$48.8 to \$257.2 primarily as a result of a decrease in purchasing activity during the period related to lower first quarter 2009 sales levels offset by the impact of acquisitions of \$10.4 during the quarter and to a lesser extent Translation. Total accrued expenses decreased \$116.3 to \$212.2 primarily due a reduction in accrued acquisition-related obligations of \$102.8 as well as a decrease in accrued income taxes and Translation of \$16.3.

For the first three months of 2009, cash from operations of \$142.8, net borrowings from the Revolving Credit Facility of \$85.9, sales of short-term investments of \$1.4, proceeds from the exercise of stock options including tax benefits from stock-based payment arrangements of \$0.3 and cash on hand of \$64.5 were used to fund acquisition-related payments of \$261.5, capital expenditures of \$16.9 and dividend payments of \$5.1. For the first three months of 2008, cash from operating activities of \$109.6, net borrowings from the revolving credit facility of \$127.1, proceeds from the exercise of stock options including excess tax benefits from stock-based payment arrangements of \$0.6 and cash on hand of \$3.5 were used to fund purchases of treasury stock of \$143.7, acquisition related payments of \$70.4, capital expenditures of \$20.0, purchases of short-term investments of \$4.2 and dividend payments of \$2.7.

The Company's senior unsecured revolving credit facility is comprised of a five-year \$1,000.0 unsecured revolving credit facility that is scheduled to expire in August 2011 (the "Revolving Credit Facility"), of which approximately \$861.3 was drawn as of March 31, 2009. As of March 31, 2009, availability under the Revolving Credit Facility was \$136.7 after a reduction of \$2.0 for outstanding letters of credit. 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. As of March 31, 2009, the Company was in compliance with all financial covenants under the Revolving Credit Facility, and the Company's credit rating from Standard & Poor's was BBB- and from Moody's



was Baa3. In March 2009, the Company entered into a \$20.0 letter of credit facility, of which approximately \$12.8 was outstanding as of March 31, 2009.

As of March 31, 2009, the Company had interest rate swap agreements of \$150.0, \$250.0 and \$250.0 that fix the Company's LIBOR interest rate at 4.40%, 4.65% and 4.73%, respectively, expiring in December 2009, December 2009 and July 2010, respectively. The fair value of swaps indicated that termination of the agreements as of March 31, 2009 would have resulted in a pre-tax loss of \$21.0; such loss, net of tax of \$7.8, is recorded in accumulated other comprehensive loss.

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 "Agreement"). The Company services, administers and collects the receivables on behalf of the purchaser. The Agreement includes certain covenants and provides for various events of termination and expires in July 2009. Upon expiration, the Company intends to replace the Agreement with a similar program. Due to the short-term nature of the accounts receivable, the fair value approximates the carrying value. Program fees payable to the purchaser under the agreement are equivalent to rates afforded high quality commercial paper issuers plus certain fees and administrative expenses and are included in other expenses, net, in the accompanying Consolidated Statements of Income. As of March 31, 2009 and December 31, 2008, approximately \$91.0 and \$85.0, respectively, of receivables were sold and are therefore not reflected in accounts receivable 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 common stock, dividends and debt service. The Company may also use cash to fund all or part of the cost of future acquisitions as well as for liabilities for performance-based additional cash consideration on prior 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 Agreement. In addition, the Company had cash, cash equivalents and short-term investments of \$153.5 as of March 31, 2009, the majority of which is in non-U.S. accounts. The Company expects that ongoing requirements for operating and capital expenditures, product development activities, repurchase of its 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.

The Company maintains an open-market stock repurchase program (the "Program") expiring January 31, 2010 to repurchase up to 20 million shares of its common stock. The Company did not purchase any shares of its common stock during the three months ended March 31, 2009. As of March 31, 2009, approximately 1.8 million shares of common stock may be purchased under the Program.

The Company pays a quarterly dividend on its common stock of \$.015 per share. The Company paid its first quarter dividend in the amount of \$2.6, or \$.015 per share on March 31, 2009 to shareholders of record as of March 11, 2009. Total dividends paid in 2009 were \$5.1, including those declared in 2008 and paid in 2009.

In general, the Company plans to make cash contributions to the U.S. Plan in accordance with minimum funding requirements but may also make voluntary cash contributions. Cash contributions in 2009 and in future years will depend on a number of factors including performance of U.S. Plan assets.

The Company intends to retain the remainder of its earnings to provide funds for the operation and expansion of the Company's business, to repurchase its 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 which 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 effect on the Company's financial condition or results of operations.

Subsequent to the acquisition of Amphenol Corporation from Allied Signal Corporation ("Allied Signal") in 1987 (Allied Signal merged with and into Honeywell International, Inc. in December 1999 ("Honeywell")), Amphenol Corporation and Honeywell were named jointly and severally liable as potentially responsible parties in relation to several environmental cleanup sites. Amphenol Corporation and Honeywell 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 in 1987, 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 condition or results of operations. The environmental investigation, remedial and monitoring activities identified by the Company, 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 2008 Annual Report on Form 10-K. Actual results could differ materially from those currently anticipated. The Company does not undertake to update such forward-looking statements.

## **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 2008 Annual Report on Form 10-K. As of March 31, 2009, the Company had interest rate swap agreements of \$150.0, \$250.0 and \$250.0 that fix the Company's LIBOR interest rate at 4.40%, 4.65% and 4.73%, respectively, expiring in December 2009, December 2009 and July 2010, respectively. As of March 31, 2009, the Company's average LIBOR rate was 3.64%. A 10% change in the LIBOR interest rate at March 31, 2009 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 2009, 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 the period covered by this report. 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**

The Company and its subsidiaries have been named as defendants in several legal actions in which various amounts are claimed arising from normal business activities. Although the amount of any ultimate liability with respect to such matters cannot be precisely determined, in the opinion of management, such matters are not expected to have a material adverse effect on the Company's financial condition or results of operations.

### **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 2008 Annual Report on Form 10-K.

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

#### **Repurchase of Equity Securities**

The Company maintains an open-market stock repurchase program expiring January 31, 2010 to repurchase up to 20 million shares of its common stock. The Company did not purchase any shares of its common stock during the three months ended March 31, 2009. As of March 31, 2009, approximately 1.8 million shares of common stock may be purchased under the program.

### **Item 3. Defaults Upon Senior Securities**

None

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

None

### **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 Form 8-K filed on April 28, 2000).\*
- 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).\*
- 3.4 Second Certificate of Amendment of Amended and Restated Certificate of Incorporation, dated May 23, 2007 (filed as Exhibit 3.4 to the December 31, 2007 10-K).\*
- 10.1 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).\*
- 10.2 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).\*
- 10.3 1997 Option Plan for Key Employees of Amphenol and Subsidiaries (filed as Exhibit 10.16 to the June 30, 1997 10-Q).\*
- 10.4 Amended 1997 Option Plan for Key Employees of Amphenol and Subsidiaries (filed as Exhibit 10.19 to the June 30, 1998 10-Q).\*
- 10.5 Fourth Amended 2000 Stock Purchase and Option Plan for Key Employees of Amphenol and Subsidiaries (filed as Exhibit 10.20 to the June 30, 2007 10-Q).\*
- 10.6 Form of 1997 Management Stockholders' Agreement (filed as Exhibit 10.50 to the December 31, 2004 10-K).\*
- 10.7 Form of 1997 Non-Qualified Stock Option Agreement (filed as Exhibit 10.51 to the December 31, 2004 10-K).\*
- 10.8 Form of 2000 Management Stockholders' Agreement as of May 24, 2007 (filed as Exhibit 10.25 to the June 30, 2007 10-Q).\*
- 10.9 Form of 2000 Non-Qualified Stock Option Grant Agreement Amended as of May 24, 2007 (filed as Exhibit 10.28 to the June 30, 2007 10-Q).\*
- 10.10 Management Agreement between the Company and Martin H. Loeffler, dated July 28, 1987 (filed as Exhibit 10.7 to the 1987 Registration Statement).\*
- 10.11 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).\*
- 10.12 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).\*
- 10.13 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).\*
- 10.14 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).\*
- 10.15 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).\*
- 10.16 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).\*
- 10.17 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).\*
- 10.18 Seventh Amendment to the Pension Plan for Employees of Amphenol Corporation as amended and restated effective January 1, 2002 (filed as Exhibit 10.38 to the December 31, 2007 10-K).\*
- 10.19 Eighth Amendment to the Pension Plan for Employees of Amphenol Corporation as amended and restated effective January 1, 2002 (filed as Exhibit 10.22 to the June 30, 2008 10-Q).\*
- 10.20 Amphenol Corporation Supplemental Employee Retirement Plan formally adopted effective January 25, 1996 (filed as Exhibit 10.18 to the 1996 10-K).\*
- 10.21 First Amendment (2000-1) to the Amphenol Corporation Supplemental Employee Retirement Plan (filed as Exhibit 10.18 to the September 30, 2004 10-Q).\*
- 10.22 Second Amendment (2004-1) to the Amphenol Corporation Supplemental Employee Retirement Plan (filed as Exhibit 10.19 to the September 30, 2004 10-Q).\*
- 10.23 Third Amendment (2006-1) to the Amphenol Corporation Supplemental Employee Retirement Plan (filed as Exhibit 10.51 to the December 31, 2006 10-K).\*
- 10.24 Amended and Restated Amphenol Corporation Supplemental Employee Retirement Plan (filed as Exhibit 10.24 to the December 31, 2008 10-K).\*
- 10.25 Amphenol Corporation Directors' Deferred Compensation Plan (filed as Exhibit 10.11 to the

- December 31, 1997 10-K).\*
- 10.26 The 2004 Stock Option Plan for Directors of Amphenol Corporation (filed as Exhibit 10.44 to the June 30, 2004 10-Q).\*
- 10.27 The Amended 2004 Stock Option Plan for Directors of Amphenol Corporation (filed as Exhibit 10.29 to the June 30, 2008 10-Q).\*
- 10.28 2006 Amphenol Corporation Management Incentive Plan (filed as Exhibit 10.48 to the December 31, 2005 10-K).\*
- 10.29 2007 Amphenol Corporation Management Incentive Plan (filed as Exhibit 10.46 to the June 30, 2007 10-Q).\*
- 10.30 2008 Amphenol Corporation Management Incentive Plan (filed as Exhibit 10.30 to the March 31, 2008 10-Q).\*
- 10.31 2009 Amphenol Corporation Management Incentive Plan.\*\*
- 10.32 2009 Amphenol Corporation Executive Incentive Plan.\*\*
- 10.33 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 Exhibit 10.1 to the Form 8-K filed on July 20, 2005).\*
- 10.34 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 10-Q).\*
- 10.35 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).\*
- 10.36 Continuing Agreement for Standby Letters of Credit between Amphenol Corporation and Deutsche Bank.\*\*
- 10.37 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).\*
- 10.38 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).\*
- 10.39 Amphenol Corporation Employee Savings/401(k) Plan Document (filed as Exhibit 10.58 to the March 31, 2006 10-Q).\*
- 10.40 Amphenol Corporation Employee Savings/401(k) Plan Adoption Agreement (filed as Exhibit 10.59 to the March 31, 2006 10-Q).\*
- 10.41 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).\*
- 10.42 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).\*
- 10.43 Third Amendment (2008-1) to Amphenol Corporation Employee Savings/401(k) Plan Adoption Agreement (filed as Exhibit 10.43 to the June 30, 2008 10-Q).\*
- 10.44 Fourth Amendment (2008-2) to Amphenol Corporation Employee Savings/401(k) Plan Adoption Agreement (filed as Exhibit 10.44 to the June 30, 2008 10-Q).\*
- 10.45 Amphenol Corporation Supplemental Defined Contribution Plan (filed as Exhibit 10.54 to the March 31, 2007 10-Q).\*
- 10.46 Restated Amphenol Corporation Supplemental Defined Contribution Plan Adoption Agreement (filed as Exhibit 10.44 to the December 31, 2008 10-K).\*
- 10.47 First Amendment (2007-1) to the Amphenol Corporation Supplemental Defined Contribution Plan (filed as Exhibit 10.55 to the March 31, 2007 10-Q).\*
- 10.48 Continuing Agreement for Standby Letters of Credit between Amphenol Corporation and Deutsche Bank.\*\*
- 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 the Sarbanes-Oxley Act of 2002. \*\*
- 32.2 Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. \*\*

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\* Incorporated herein by reference as stated.

\*\* Filed herewith



**2009**  
**AMPHENOL MANAGEMENT INCENTIVE PLAN**

**I. Purpose**

The purpose of the Plan is to reward eligible key employees of Amphenol Corporation and affiliated operations with performance based cash bonus payments provided certain individual, operating unit and Company goals are achieved.

**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**

Payments under the Incentive Plan are based primarily on performance against quantitative measures established at the beginning of each year. In addition, consideration will be given, when appropriate, to certain qualitative factors as further discussed below. The quantitative portion of the 2009 Management Incentive Plan is contingent upon the Company's achievement and/or each Group's achievement, and/or each operating unit's achievement and/or each individual's achievement of performance targets and/or goals. These targets and/or goals include revenue, operating income, operating cash flow, return on investment, return on sales, organic growth and contribution to EPS growth. For 2009 quantitative performance criteria are based primarily on sales and income growth in 2009 over 2008 and actual performance in 2009 as compared to 2009 budget. Performance based payments pursuant to the 2009 Management Incentive Plan may be adjusted if unusual and unanticipated market conditions materially impact the Company's, a Group's, an operating unit's, or an individual's growth and/or performance. Qualitative factors considered in establishing performance based payment pursuant to the 2009 Management Incentive Plan include the following: accomplishments against budget, balance sheet management including cash flow, new market/new product positioning, operating unit and group contribution to total Company performance, other specific individual objective impacting Company performance, customer satisfaction, cost reductions and productivity improvement and quality management.

**IV. Administration**

- Payments are based upon average base salary during the Plan year (new hires will be prorated accordingly if hired after February 1<sup>st</sup> 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.
  - Payments are made not later than March 15<sup>th</sup> of the calendar year immediately following the Plan year. All payments are subject to the recommendation of the Chairman and CEO and the approval of the Compensation Committee.
  - The Plan is intended to be exempt from the requirements of the Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and other applicable guidance issued thereunder ("Section 409A") or if not exempt, to satisfy the requirements of Section 409A, and the provisions of the Plan shall be construed in a manner consistent therewith.
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**THE 2009 AMPHENOL EXECUTIVE INCENTIVE PLAN**

1. *Purpose.* Amphenol Corporation (the “Company”) has established the 2009 Amphenol Executive Incentive Plan (the “Executive Incentive Plan”) to provide incentive compensation in the form of a cash bonus incentive award (“Award”) to eligible Employees. The Executive Incentive Plan is effective as of January 1, 2009.
  2. *Administration.* The Executive Incentive Plan will be administered by the Compensation Committee of the Board of Directors of the Company (the “Committee”). The Committee shall have the power, right and duty to interpret, construe and administer the provisions of the Executive Incentive Plan. All decisions, actions or interpretations of the Committee, including decisions, actions or interpretations regarding eligibility to participate and grant of Awards, shall be final, conclusive and binding upon all of the parties. The Company shall indemnify and hold harmless the Committee and its members to the extent allowed under applicable law against all claims, liabilities, fines and penalties and all expenses reasonably incurred by or imposed upon the Committee or any of its members (including, but not limited to, reasonable attorney’s fees) which arise as a result of its or their good faith actions or failure to act in connection with the operation and administration of the Executive Incentive Plan. The Company shall pay all costs associated with the administration of the Executive Incentive Plan.
  3. *Employee.* Subject to such additional limitations or restrictions as the Committee may impose, the term “Employee” shall mean persons who are employed by the Company and its subsidiaries.
  4. *Calculation of Incentive Awards.* Eligible Employees of the Company, including the top five most highly compensated employees, will have awards under the Executive Incentive Plan primarily determined by performance against quantitative measures established at the beginning of each plan year. In addition, consideration will be given, when appropriate, to certain quantitative factors as further described below. The quantitative portion of the Executive Incentive Plan is based on a formula that considers the Company’s achievement and/or each group’s achievement and/or each operating unit’s achievement and/or each individual’s achievement of performance targets and/or goals. The targets and/or goals include revenue, operating income, operating cash flow, return on investment, return on sales, organic growth and contribution to growth in earnings per share (“EPS”). Quantitative factors considered in the formula include accomplishment against budget, balance sheet management including cash flow, new market/new product positioning, operating unit and group contribution to total Company performance, and/or other specific individual objectives impacting Company performance, customer satisfaction, cost reductions, productivity improvement and quality management.  
  
Results of the formula are then applied against a target bonus which is expressed as a fixed percentage of base salary paid. The maximum payment to an eligible employee for any performance period is two times the target bonus. The maximum Award any eligible Employee may receive under the Executive Incentive Plan for any performance period is \$4.0 million. The performance period will be the fiscal year of the Company. The Committee may adjust performance based payments if unusual and unanticipated market conditions materially impact the Company’s or an operating unit’s growth and/or performance. The Committee has sole discretion to determine when such an adjustment should be made.
  5. *Cash Bonus Incentive Award.* Awards are intended to provide payment of additional compensation to an Employee as determined by the Committee in its sole discretion. The Committee may grant Awards to Employees only. Any Award shall be paid as soon as practicable upon the Committee’s determination to make such Award but in no event no later than ninety (90) calendar days following the end of the Plan year.
  6. *Unfunded Plan; No Interest in Company Assets.* No Employee or other person shall have any right, title or interest in any Award prior to the payment thereof or in any property of the Company. All Awards shall be paid from the general assets of the Company. To the extent that any Employee, former
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Employee, or any other person acquires a right to receive an Award or payment of an Award under the Executive Incentive Plan, such right shall be no greater than the right of a general unsecured creditor of the Company. Nothing contained in the Executive Incentive Plan, and no actions taken in operation of the Executive Incentive Plan, shall create or be construed to create a trust of any kind, require the segregation or set aside of any funds or other property for the purposes of paying any amounts under the Executive Incentive Plan or create a fiduciary relationship between the Company and any Employee, former Employee or any other person.

7. *No Alienation of Benefits.* Except as otherwise determined by the Committee, with the exception of transfer by will or the laws of descent and distribution, Awards shall not be assignable or transferable, either voluntarily or involuntarily, and, during the lifetime of the Employee, payment of an Award shall be made only to the Employee.

8. *Withholding for Taxes.* Notwithstanding any other provision of the Executive Incentive Plan, the Company reserves the right to withhold from any Award such amount or amounts as may be required for purposes of complying with the tax withholding provisions of the Internal Revenue Code of 1986, as amended, any state's income tax act or any applicable similar local, foreign or other laws.

9. *Amendment and Termination.* The Committee has the right to amend, suspend, modify or terminate the Executive Incentive Plan in whole or in part and for any reason and without the consent of the Employees. No amendment, suspension, modification or termination of any provision of the Executive Incentive Plan shall change the terms and conditions of any Award to which an Employee has otherwise become entitled under the provisions of the Executive Incentive Plan without the Employee's consent.

10. *Governing Law.* The Executive Incentive Plan shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflict of laws.

11. *Non-ERISA Plan.* The Executive Incentive Plan is intended to be a cash bonus plan and is not intended to be an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended.

12. *No Right to Continued Employment.* Nothing contained in the Executive Incentive Plan shall be construed as a contract of employment between the Company and any Employee, or as a right of any Employee to be continued in the employment of the Company or any subsidiary, or as a limitation of the rights of the Company or any subsidiary to discharge any of its Employees, with or without cause, or as to affect or enlarge the employment rights, if any, of any Employee.

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Deutsche Bank AG  
New York Branch



Amphenol

**CONTINUING AGREEMENT FOR STANDBY LETTERS OF CREDIT**

March 4, 2009

Deutsche Bank AG, New York Branch  
60 Wall Street  
New York, New York 10005  
Attention:

To induce you, in your sole and absolute discretion from time to time, to issue one or more irrevocable letters of credit (each, a **“Credit”**) at the request of the party signing below (**“Applicant”**) for the account of such Applicant and, in certain cases, also for the account of one or more of its affiliates or subsidiaries (each of whom shall either execute and deliver this Agreement as a joint and several applicant or execute and deliver to you such other documents (such as a guaranty) as you may require), in substantially such form as Applicant shall request, Applicant unconditionally and irrevocably agrees with you (**“Issuer”**) as to each Credit as follows:

1. **Defined Terms**. As used in this agreement (as amended, supplemented or otherwise modified from time to time, including the application for the Credit, this **“Agreement”**), the following terms have the respective meanings specified below, unless the context requires otherwise:

**“Applicant”** has the meaning specified in the introductory paragraph hereof.

**“Base Rate”** means a variable interest rate per annum equal to the greater at any time of Issuer’s Prime Lending Rate or one-half percent (0.5%) per annum above Issuer’s Overnight Federal Funds Rate.

**“Beneficiary”** means any beneficiary of the Credit, including any second or substitute beneficiary or transferee under a transferable letter of credit and any successor of a beneficiary by operation of law.

**“Business Day”** means any day that is not a Saturday, Sunday or other day on which commercial banks are authorized or required to close in New York City or at such other place where Issuer is obligated to honor a presentation or otherwise act under the Credit or this Agreement.

**“Collateral”** refers collectively to all of Applicant’s present and future right, title and interest in, to and under the following property: (i) all property received or receivable by Issuer under or in connection with the Credit, and (ii) all supporting obligations and all proceeds and products of any and all of the foregoing, together with any other property in which Applicant has granted or hereafter grants a security interest to Issuer to secure any or all of the Obligations. For the avoidance of doubt, Collateral shall include only such property which Applicant furnishes to Issuer as security for the Obligations in accordance with the provisions of Section 13.

**“Credit”** has the meaning specified in the introductory paragraph hereof and includes any amendment or replacement thereof authorized by its terms or by consent of Applicant and, at Issuer’s option, any pre-advice thereof.

**“Deposits”** refers collectively to any and all deposits (whether general or special, time or demand, provisional or final) at any time held and any other indebtedness at any time owing by Issuer or its affiliates to or for the credit or the account of Applicant.

**“Dollars”** or **“\$”** mean the lawful currency for the time being of the United States of America.

**“Event of Default”** has the meaning specified in Section 17 hereof.

**“Indemnified Party”** means Issuer and each officer, director, affiliate, employee, attorney and agent thereof.

**“ISP”** means the International Standby Practices 1998, International Chamber of Commerce Publication No. 590.

**“Issuer”** has the meaning specified in the introductory paragraph hereof.

**“Issuer’s Office”** means Issuer’s address for notices under this Agreement.

**“Material Adverse Effect”** has the meaning specified in Section 15 hereof.

“**Obligations**” refers collectively to Applicant’s obligations to Issuer under this Agreement or in respect of the Credit, whether absolute or contingent, present or future, joint, several or independent, including interest accruing at the rate provided in the applicable agreement on or after the commencement of any bankruptcy or insolvency proceeding, whether or not allowed or allowable.

“**Overnight Federal Funds Rate**” means, at any time, the rate per annum at which Issuer’s New York Branch, as a branch of a foreign bank, in its sole discretion, can acquire Federal funds in the interbank overnight federal funds market including through brokers of recognized standing.

“**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, government (including any subdivision, agency, court, central bank, or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government) or other entity.

“**Prime Lending Rate**” means the rate of interest Issuer announces from time to time as Issuer’s prime lending rate for unsecured commercial loans within the United States of America (but is not intended to be the lowest rate of interest Issuer charges in connection with extensions of credit to borrowers).

“**Taxes**” means all present and future taxes, levies, imposts, deductions, charges, withholdings and related liabilities, excluding income and franchise taxes imposed by the jurisdiction of Issuer’s head office or the office issuing the Credit or any of its political subdivisions.

“**UCC**” means the Uniform Commercial Code promulgated by the National Conference of Commissioners on Uniform State laws and The American Law Institute, as in effect from time to time in the applicable jurisdiction.

“**UCP**” means the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600.

2. ***Reimbursement.*** Applicant will reimburse Issuer, without demand, the amount of each payment Issuer makes against a presentation under the Credit. Each such reimbursement shall be without prejudice to Applicant’s rights under Section 8(b) hereof and due on the day on which Issuer pays; provided that if the Credit provides for acceptance of a time draft or incurrence of a deferred payment obligation, reimbursement shall be due sufficiently in advance of its maturity to enable Issuer to arrange for its cover in same day funds to reach the place where it is payable no later than the date of its maturity.

3. ***Fees, Costs and Expenses.*** Applicant will pay Issuer (i) fees in respect of the Credit at such rates and times as Applicant and Issuer may agree in writing or, in the absence of such an agreement, in accordance with Issuer’s standard fees then in effect (including, if applicable, application fees, issuance fees, maintenance fees, amendment fees, drawing fees, discrepancy fees, acceptance or deferred payment obligation fees, transfer fees, and assignment of letter of credit proceeds fees), and (ii) on demand, all costs and expenses that Issuer incurs in connection with the Credit or this Agreement, including (A) reasonable attorneys’ fees and disbursements, (B) costs and expenses in connection with any requested amendment to or waiver under the Credit or this Agreement, (C) costs and expenses in complying with any governmental exchange, currency control or other laws, rules or regulations of any country now or hereafter applicable to the purchase or sale of, or dealings in, foreign currency, (D) any stamp taxes, recording taxes, or similar taxes or fees payable in connection with the Credit or this Agreement, and (E) any adviser’s, confirmer’s, or other nominated person’s or correspondent’s fees and expenses that are chargeable to Applicant or Issuer. References in this Agreement to attorneys’ fees and disbursements shall include any reasonably allocated costs of internal counsel.

4. ***Payments; Currency; Interest; Charging Accounts; Computations, Etc.***

(a) All amounts due from Applicant under this Agreement shall be paid to Issuer at Issuer’s Office without defense, set-off, or counterclaim of any kind, in Dollars and in immediately available funds; provided that if the amount due is based upon Issuer’s payment in a currency other than Dollars, Applicant will pay the equivalent of such amount in Dollars computed at Issuer’s selling rate for cable transfers to the place where and in the currency in which Issuer paid, or, at Issuer’s option, Applicant will pay in such other currency, place, form and manner as Issuer reasonably specifies in writing. Applicant’s obligation to make payments in Dollars shall not be discharged or satisfied by any tender, or any recovery pursuant to any judgment or otherwise, which is expressed in or converted into any currency other than Dollars, except to the extent that such tender or recovery results in the actual receipt by Issuer at Issuer’s Office of the full amount of Dollars payable under this Agreement. Applicant’s obligation to make payments in Dollars as aforesaid shall be enforceable as an alternative or additional cause of action to the extent that such actual receipt is less than the full amount of Dollars expressed to be payable hereunder, and shall not be affected by judgment being obtained for other sums due hereunder.

(b) Without limiting Applicant's obligation to make all payments hereunder when due, Applicant will pay to Issuer, on demand, interest on all unpaid amounts hereunder from the due date through the payment date at a variable interest rate equal to the sum of two percent (2%) per annum plus Issuer's Base Rate from time to time; provided that in the case of any unpaid amount due under Section 2 hereof as to which Applicant has not been notified by Issuer, the applicable variable interest rate shall be equal to the Base Rate from time to time. Any change in the interest rate resulting from a change in the Base Rate shall take effect on the date of such change in the Base Rate. If any payment shall be due on a day that is not a Business Day, such payment shall be made on the next Business Day and interest shall be paid for each additional day elapsed. No provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum rate permitted by applicable law.

(c) Issuer is authorized to charge any account of Applicant maintained with Issuer or any of its affiliates from time to time for any amount due under this Agreement.

(d) All computations of fees and interest under this Agreement shall be based on a 360-day year for the actual number of days elapsed (including the first day but excluding the last day in the case of interest, and including both the first day and last day in the case of fees). All computations of fees based upon the available or face amount of the Credit at any time shall be calculated by reference to the greatest amount for which Issuer may be contingently liable under any circumstances under the Credit at such time.

5. **Capital Adequacy; Additional Costs**. If Issuer determines that the introduction or effectiveness of, or any change in, any treaty, international agreement, law, rule or regulation or compliance with any directive, guideline or request from any central bank or other governmental or quasi-governmental authority (whether or not having the force of law), or any change in generally accepted accounting principles or in Issuer's accounting for the Credit (including changing the capital adequacy conversion factor), or any change in the interpretation of any of the foregoing, affects the amount of capital, insurance or reserves (including special deposits, deposit insurance or similar requirements) to be maintained by Issuer or any corporation controlling Issuer or otherwise increases the costs of, or reduces the amount received or receivable by, Issuer or any corporation controlling Issuer, and Issuer determines that the amount of such capital, insurance or reserve (including any special deposit, deposit insurance or similar requirement) or other increased cost (including any tax or insurance premium) or reduction, as the case may be, is increased by or based upon the existence of this Agreement or the Credit, then Applicant shall pay Issuer on demand from time to time additional amounts sufficient in Issuer's judgment to compensate for the increase or reduction, as the case may be; provided that Issuer computes the amount due from Applicant under this paragraph on a reasonable basis.

6. **Taxes**. All payments to Issuer hereunder shall be made free and clear of and without deduction for any Taxes. If any Taxes shall be required to be deducted from any sum payable under this Agreement, then: (i) the sum payable under this Agreement shall be increased so that after making all required deductions Issuer receives an amount equal to the sum Issuer would have received had no such deductions been required; (ii) Applicant shall be responsible for payment of the amount to the relevant taxing authority; (iii) Applicant shall indemnify Issuer on demand for any Taxes paid by Issuer and any liability (including penalties, interest and expenses) arising from its payment or in respect of such Taxes, whether or not such Taxes were correctly or legally asserted; and (iv) Applicant shall provide Issuer upon request with the original or a certified copy of the receipt evidencing each Tax payment.

7. **Indemnification**. Applicant will indemnify and hold harmless each Indemnified Party from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and disbursements) that arise out of or in connection with: (i) the Credit or any transaction(s) underlying the Credit, (ii) any payment or action taken or omitted to be taken in connection with the Credit or this Agreement, (iii) the enforcement of this Agreement or any rights or remedies under or in connection with this Agreement or the Credit, or (iv) any act or omission, whether rightful or wrongful, of any present or future de jure or de facto government or governmental authority (including with respect to any document or property received under this Agreement or the Credit) or any other cause beyond Issuer's control, except in each case to the extent such liability, loss, damage, cost or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted directly from such Indemnified Party's gross negligence or willful misconduct. Applicant will pay on demand from time to time all amounts owing under this section.

8. **Obligations Absolute; Claims Against Issuer; Waivers; Exculpations; Limitations of Liability; Ratification**.

(a) Applicant's Obligations shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement, irrespective of: (i) if any other Person shall at any time have guaranteed any of the Obligations or granted any security therefor, any change in the time, manner or place of payment of or any other term of the obligations of such other Person, (ii) any exchange, change or release of any Collateral or other collateral security, or any release or waiver of any guarantee, for any of the Obligations, (iii) the existence of any claim,

setoff, defense or other right that Applicant or any other Person may have at any time against any Beneficiary, any assignee of proceeds of the Credit, Issuer or any other Person, whether in connection with any transaction contemplated by this Agreement or the Credit or any unrelated transaction, (iv) any presentation under the Credit being forged, fraudulent, or abusive or any statement therein being untrue or inaccurate, or (v) any other circumstance that might, but for the provisions of this section, constitute a legal or equitable discharge of or defense to any or all of the Obligations.

(b) Without limiting the foregoing, it is expressly agreed that the absolute, unconditional and irrevocable obligation of Applicant to reimburse or pay Issuer pursuant to this Agreement will not be excused by ordinary negligence, gross negligence, wrongful conduct or willful misconduct of Issuer. However, the foregoing shall not excuse Issuer from liability to Applicant in any independent action or proceeding brought by Applicant against Issuer following such reimbursement or payment by Applicant to the extent of any unavoidable direct damages suffered by Applicant that are caused directly by Issuer's gross negligence or willful misconduct; provided that (i) Issuer shall be deemed to have acted with due diligence and reasonable care if it acts in accordance with standard letter of credit practice of commercial banks located in New York City; and (ii) Applicant's aggregate remedies against Issuer for wrongfully honoring a presentation or wrongfully retaining honored documents shall in no event exceed the aggregate amount paid by Applicant to Issuer with respect to the honored presentation, plus interest.

(c) Without limiting any other provision of this Agreement, Issuer and, as applicable, its correspondents (if any):

(i) may rely upon any oral, telephonic, facsimile, electronic, written or other communication honestly believed, to have been authorized by Applicant, whether or not given or signed by an authorized Person,

(ii) shall not be responsible for errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document in connection with the Credit, whether transmitted by courier, mail, telex, any other telecommunication, or otherwise (whether or not they be encrypted), or for errors in interpretation of technical terms or in translation (and Issuer and its correspondents may transmit Credit terms without translating them),

(iii) shall not be responsible for the identity or authority of any signer or the form, accuracy, genuineness, falsification or legal effect of any presentation or payment instruction under the Credit if such presentation or instruction appears on its face to be in compliance with the Credit, even if the purported signer is a customer of Issuer or its signature is otherwise known to Issuer,

(iv) may honor any presentation under the Credit which appears on its face to substantially or reasonably comply with the terms and conditions of the Credit,

(v) may replace an original Credit, waive a requirement for its presentation, or provide a replacement or copy to any Beneficiary,

(vi) may accept as a draft any written or electronic demand or request for payment under the Credit, even if nonnegotiable or not in the form of a draft, and may disregard any requirement that such draft, demand or request bear any or adequate reference to the Credit,

(vii) may purchase or discount an accepted draft or deferred payment obligation incurred under the Credit without affecting the amount or timing of the reimbursement due from Applicant,

(viii) may pay any paying or negotiating bank (designated or permitted by the terms of the Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under the laws or practice of the place where it is located,

(ix) may make any payment under or in connection with the Credit by any means it chooses, including by wire transfer or by check,

(x) may select any branch or affiliate of Issuer or any other bank to act as advising, transferring, confirming and/or nominated bank under the law and practice of the place where it is located (if the application submitted by Applicant for the Credit does not prohibit advice, transfer, confirmation and/or nomination or such selection),

(xi) may amend the Credit to reflect any change of address or other contact information of any Beneficiary,

(xii) shall not be obligated to examine, and may disregard for purposes of determining compliance of any presentation with the terms and conditions of the Credit, (A) any presented document not called for by the terms and conditions of the Credit and (B) that portion, if any, of any other presented document that contains data not called for by the terms and conditions of the Credit, and

(xiii) shall not be responsible for any other action or inaction taken or suffered by Issuer or its correspondents under or in connection with the Credit or any presentation or Collateral, if required or permitted under any applicable domestic or foreign law or letter of credit practice.

None of the circumstances described in this Section 8(c) shall impair or waive Issuer's rights and remedies against Applicant or place Issuer or any of its correspondents under any liability to Applicant.

(d) Applicant will notify Issuer in writing of any objection Applicant may have to Issuer's issuance or amendment of the Credit, Issuer's honor or dishonor of any presentation under the Credit, or any other action or inaction taken or proposed to be taken by Issuer under or in connection with this Agreement or the Credit. Applicant's notice of objection must be delivered to Issuer by expeditious means within three Business Days after Applicant receives notice of the action or inaction it objects to. Applicant's failure to give timely notice of objection shall automatically waive Applicant's objection, authorize or ratify Issuer's action or inaction, and preclude Applicant from raising the objection as a defense or claim against Issuer.

(e) Applicant's acceptance or retention of any documents presented under or in connection with the Credit or of any property for which payment is supported by the Credit, shall ratify Issuer's honor of the documents and preclude Applicant from raising a defense, set-off or claim with respect to Issuer's honor of the documents.

(f) Neither Issuer nor any of its correspondents shall be liable in contract, tort, or otherwise for any punitive, exemplary, consequential, indirect or special damages (including for any consequences of forgery or fraud by the Beneficiary or any other Person).

9. ***Applicant Responsibility, Etc.*** Applicant is responsible for preparing or approving the text of the Credit. Applicant's ultimate responsibility for the final text shall not be affected by any assistance Issuer may provide such as drafting or recommending text. Issuer shall have no duty to notify Applicant of Issuer's (i) receipt of a request for an amendment, termination, transfer of drawing rights, or assignment of letter of credit proceeds, (ii) receipt of a presentation under the Credit, (iii) detection of any discrepancy, (iv) facilitation of a cure of any discrepancy, (v) decision to honor or dishonor or (vi) any other action or inaction toward any Beneficiary or any nominated person, except after honor to notify Applicant of honor. Issuer may, without incurring any liability to Applicant or impairing its entitlement to reimbursement or indemnity under this Agreement, (i) honor the Credit despite notice from Applicant of, and without any duty to inquire into, any defense to honor or any adverse claim or other right against any Beneficiary or any other Person, or (ii) dishonor the Credit for fraud or forgery. Issuer shall have no duty to seek any waiver of discrepancies from Applicant, nor any duty to grant any waiver of discrepancies which Applicant approves or requests.

10. ***Transfers.*** If the Credit is in transferable form, Issuer shall have no duty to determine the proper identity of anyone appearing in any transfer request, draft or other document as transferee, nor shall Issuer be responsible for the validity or correctness of any transfer made pursuant to documents that appear on their face to be substantially in accordance with the terms and conditions of the Credit.

11. ***Extensions and Modifications; Waivers of Discrepancies.*** This Agreement shall be binding upon Applicant with respect to any replacement, extension or modification of the Credit or waiver of discrepancies authorized by Applicant. The Obligations shall not be reduced or impaired by any agreement by Issuer and any Beneficiary extending or shortening Issuer's time after presentation to examine documents or to honor or give notice of discrepancies. Except as may be provided in the Credit or otherwise specifically agreed to in writing by Issuer in its sole and absolute discretion, Issuer shall have no duty to (i) extend the expiration date or term of the Credit, (ii) issue a replacement letter of credit on or before the expiration date of the Credit or the end of such term, (iii) issue or refrain from issuing notice of its election not to renew or extend the Credit, (iv) issue or refrain from issuing any notice, if the Credit permits it to do so, of its election to terminate or cancel the Credit prior to its stated expiration date, (v) issue or refrain from issuing any notice of its election to refuse to reinstate the amount of any drawing under the Credit or (vi) otherwise amend or modify the Credit.

12. ***Collateral.*** To secure all the Obligations, Applicant grants Issuer a first priority lien on and security interest in the Collateral. Issuer (i) is authorized, at its option at any time and with or without notice, to transfer to or register in the name of Issuer or any of its nominees all or part of the Collateral, (ii) shall be deemed to have exercised reasonable care with respect to the Collateral if the Collateral is accorded treatment comparable to that which Issuer gives to its own property of a similar type and (iii) shall not be obligated to enforce or preserve its rights or Applicant's rights against any Person or otherwise with respect to any Collateral. This lien on and security interest in the Collateral (including any Collateral requested pursuant to Section 13(b) hereof) shall remain in effect until Issuer's liability under the Credit is extinguished and all of Applicant's Obligations are irrevocably and finally paid. Collateral securing a negotiable Credit will be retained for 30 days (or more, if the above conditions are not satisfied) following expiry of the Credit.

13. **Additional Bond or Collateral or Release of Letter of Credit.**

(a) If Applicant or any other Person shall seek to restrain or preclude any presentation under or honor of the Credit or take any other action which has a similar effect or if any court shall do any of the foregoing or extend the term of the Credit or take any other action which has a similar effect, then, in each case, Applicant shall provide Issuer with a bond or other collateral of a type and value reasonably satisfactory to Issuer as security for the Obligations.

(b) If at any time there shall be continuing (i) any Event of Default, (ii) any material adverse change in Applicant's financial condition, business or assets, (iii) any actual or threatened material change in the direct or indirect ownership or control of Applicant, or (iv) any applicant injunction action, beneficiary wrongful dishonor action, or other event that threatens to extend or increase Issuer's contingent liability beyond the time, amount or other limit provided in the Credit or this Agreement, Applicant will, on demand from time to time, (A) assign and deliver to Issuer, as security for the Obligations, additional Collateral of a type and value reasonably satisfactory to Issuer or (B) procure any Beneficiary's release of the Credit by procuring another bank's substitute letter of credit or by other means.

14. **Further Assurances; Subrogation; Delivery or Release of Collateral.**

(a) Applicant will, at its own expense upon request from time to time, sign any instrument or document and take any other action as Issuer may reasonably deem necessary or desirable to preserve, perfect, protect and maintain the Collateral and the priority of Issuer's security interests therein and to realize upon Issuer's rights and remedies as secured party, as issuer of the Credit and, following any unreimbursed honor, as assignee/subrogee of the rights and remedies of Applicant against the Beneficiary and of the Beneficiary against Applicant in both the letter of credit transaction and any underlying transaction. Applicant agrees that Issuer's subrogation rights may be asserted whether Issuer's honor satisfies all or only part of the underlying obligation.

(b) Applicant will sign and deliver to Issuer on demand a trust receipt or other security agreement reasonably satisfactory to Issuer for any Collateral released to Applicant. Issuer shall be deemed to have disclaimed all engagements, representations and warranties upon delivery of any Collateral to Applicant, including any implied by law upon delivery (with or without indorsement) of any instrument, investment security or document of title, except that Issuer has not voluntarily created any lien on or security interest in such Collateral in favor of any third party that has not been terminated or released.

15. **Covenants of Applicant.** Applicant will (i) comply with all foreign and domestic laws, rules and regulations now or hereafter applicable to the Credit, transactions related to the Credit, or Applicant's execution, delivery and performance of this Agreement, (ii) comply with all foreign and domestic laws, rules and regulations now or hereafter applicable to Applicant or its properties except where the failure to do so could not reasonably be expected to have a material adverse effect ( "**Material Adverse Effect**" ) on (A) Applicant's financial condition, business or assets, (B) Applicant's ability to perform any of its obligations under this Agreement or any other agreement relating to the transactions contemplated herein or (C) the validity or enforceability of this Agreement or any such other agreement or the rights of or benefits available to Issuer hereunder or thereunder, (iii) deliver to Issuer, upon request from time to time, satisfactory evidence of compliance and financial statements and such other information concerning Applicant's financial condition, business and prospects as Issuer may reasonably request, (iv) permit Issuer to inspect Applicant's books and records and audit any Collateral on reasonable notice, (v) promptly upon obtaining knowledge of the occurrence of (A) any Event of Default, (B) any event which with notice or lapse of time or both would constitute an Event of Default or (C) any other event or condition that would permit Issuer to demand collateral under Section 13(b) hereof, notify Issuer thereof in writing, specifying the nature of such event, the date on which such event occurred, and the action Applicant proposes to take with respect thereto, (vi) not enter into or permit or suffer to exist any agreement containing any provision that would be violated or breached by the performance of any Obligations, and (vii) provide Issuer not less than thirty days' prior written notice of any change in Applicant's legal name, Social Security number or Federal tax identification number (if applicable), state or type of organization or any organization number (if Applicant is not an individual), chief executive office, principal place of business, or residence (if Applicant is an individual).

16. **Representations and Warranties.** Applicant represents, warrants and covenants on a continuing basis that: (i) if Applicant is not an individual, it is and will remain duly organized, validly existing and in good standing with the power and authority to carry on its business; (ii) its execution, delivery and performance of this Agreement and any underlying agreement or transaction, (A) are and will remain within its powers, (B) have been and will remain duly authorized, (C) do not and will not contravene any charter provision, by-law, resolution, contract or other undertaking binding on or affecting Applicant or any of its properties, (D) do not and will not violate any domestic or foreign law, rule or regulation, or any order, writ, judgment, decree, award or permit of any arbitration tribunal, court or other governmental authority applicable to Applicant or any of its properties, and (E) do not and will not require any notice, filing or other action to or by any governmental authority; (iii) this Agreement is and will remain the legal, valid and binding obligation of

Applicant, enforceable against Applicant in accordance with its terms; (iv) the financial statements received by Issuer from Applicant present fairly Applicant's financial condition as of the dates and for the periods therein indicated, in accordance with generally accepted accounting principles, consistently applied, and there has been no material adverse change in such financial condition or Applicant's business or prospects; (v) no other information furnished by Applicant to Issuer is or shall be materially false or misleading when furnished; (vi) there is no pending or threatened action or investigation which is reasonably likely to materially adversely affect Applicant's financial condition, business or prospects or which purports to affect the validity or enforceability of this Agreement, the Credit or any transaction related to the Credit; (vii) the Credit is not being obtained on account of an antecedent debt owed by Applicant before issuance of the Credit, except if such antecedent debt was fully secured by Applicant immediately before issuance of the Credit, and neither the granting of any collateral security for the Obligations, nor the issuance of the Credit, nor the making of any payment thereunder or the use of any proceeds thereof, constitutes or will constitute, or be part of, a preferential or fraudulent transfer or conveyance to anyone (including Issuer and any Beneficiary) under any applicable law, including Sections 544, 547, 548 or 550 of the United States Bankruptcy Code, or exceed (alone or together with any other payments or credit support for any transaction underlying the Credit) the maximum amount that would be allowed for any claim against Applicant under any applicable subsection of United States Bankruptcy Code Section 502(b) if Applicant were the subject of any proceeding thereunder; (viii) Applicant is not an investment company within the meaning of the Investment Company Act of 1940, as amended, or, directly or indirectly, controlled by or acting on behalf of any party which is such an investment company; (ix) immediately after giving effect to the issuance of the Credit, no Event of Default has occurred and is continuing or would exist with the giving of notice or lapse of time or both; and (x) Applicant is subject to civil law with respect to the Obligations; its execution, delivery and performance hereof constitute private rather than public or government acts; and neither Applicant nor any of its property has any immunity from jurisdiction of any court or from set-off or any legal process under the laws of the State of New York or the laws of its jurisdiction of organization (if not an individual).

17. ***Events of Default.*** Each of the following shall be an "Event of Default" under this Agreement: (i) Applicant's failure to pay any Obligation when due, (ii) Applicant's failure to perform or observe any term or covenant of this Agreement (not otherwise an Event of Default) for more than twenty days after Issuer notifies Applicant of the failure, (iii) Applicant's breach in any material respect of any representation or warranty made in this Agreement or any document delivered by Applicant under or in connection with this Agreement, (iv) (A) Applicant's failure to pay when due (whether at scheduled maturity, upon demand or acceleration, or otherwise) any payment in respect of any indebtedness or other obligation (other than the Obligations) of Applicant to Issuer or another, or (B) any event shall occur under the terms of any such indebtedness or other obligation, and as a result thereof, such indebtedness or other obligation is, or becomes capable of being, declared due and payable prior to the stated maturity thereof, or any such indebtedness or other obligation shall be required to be prepaid, redeemed or purchased, or an offer to prepay, redeem or purchase shall be required to be made, in each case prior to the stated maturity thereof, (v) Applicant's violation of or default under any other agreement or obligation with or in favor of Issuer, (vi) Applicant's repudiation of, or assertion of the unenforceability of, this Agreement or any separate security agreement or other agreement or undertaking supporting this Agreement, (vii) Applicant's dissolution or termination, (viii) Applicant's (A) merger or consolidation with any third party unless Applicant is the survivor, (B) sale, lease or other conveyance of a material part of its assets or business outside the ordinary course of business or (C) agreement to do any of the foregoing, (ix) institution by Applicant of any proceeding under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or seeking or consenting to the appointment of a custodian, receiver, rehabilitator, trustee or other similar official for Applicant or for any substantial part of its property, or consent by Applicant to the institution of, or failure to contest in a timely and appropriate manner, any proceeding described in Section 17(x), or filing by Applicant of an answer admitting the material allegations of a petition filed against it in any proceeding described in Section 17(x), or Applicant shall take any action for the purpose of effecting any of the foregoing, (x) institution against Applicant of any proceeding under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or seeking the appointment of a custodian, receiver, rehabilitator, trustee or other similar official for Applicant or for any substantial part of its property, and any such proceeding or case shall be unstayed and in effect for more than thirty days, or an order for relief shall be entered therein, (xi) Applicant's making an assignment for the benefit of creditors, (xii) Applicant's insolvency or inability to pay its debts as they become due, (xiii) any actual or threatened seizure, vesting or intervention by or under authority of a government by which Applicant's management is displaced or its authority or control of its business is curtailed, (xiv) entry of a final judgment against Applicant which remains unstayed and unsatisfied for more than thirty days, (xv) attachment or restraint of any material portion of the Collateral or the issuance of any order of any court or other legal process against the same, (xvi) any event or occurrence not otherwise described in this Section 17 that has had or could reasonably be expected to have a Material Adverse Effect, (xvii) if Applicant is an individual, Applicant's death or incompetency, (xviii) if Applicant is not an individual, any change in ownership of Applicant that Issuer deems material, (xix) issuance of a temporary restraining order, injunction (preliminary or permanent), or any similar order in connection with the Credit or any presentation (present or future) or payment thereunder which may



apply to Issuer, or (xx) the occurrence of any of the above events with respect to any Person other than Applicant that has heretofore or hereafter guaranteed or provided any collateral security for any Obligations.

18. **Remedies.** If any Event of Default shall have occurred and be continuing, Issuer may take any one or more of the following actions: (i) make the amount of the Credit and any or all other Obligations then outstanding or accrued become due and payable immediately, without demand upon or notice to Applicant (provided that if the Event of Default is described in Section 17(ix), (x) or (xi) hereof, then the amount of the Credit and all other Obligations then outstanding or accrued shall become due and payable immediately and automatically), (ii) exercise in respect of the Collateral any and all of the rights and remedies of a secured party on default under the UCC, (iii) require Applicant to (and Applicant agrees that it shall) use its best efforts to cause Issuer to be immediately released from all its obligations under the Credit, (iv) notify any Beneficiary or any other Person that an Event of Default has occurred and is continuing, whether or not such notice might directly or indirectly precipitate or require any drawing or payment under the Credit, and (v) exercise any and all other rights and remedies available at law, in equity, or otherwise to secure, collect, enforce or satisfy the Obligations. At Issuer's request, Applicant will assemble the Collateral and make it available to Issuer at a place to be designated by Issuer which is reasonably convenient to Issuer and Applicant. In addition, Issuer may, without notice except as specified below, (i) obtain, cancel and adjust and settle losses under any insurance on any Collateral and endorse and negotiate any drafts, documents or instruments constituting Collateral, in each case in its own name or in the name and as agent of and attorney-in-fact for Applicant, or (ii) sell any or all of the Collateral at public or private sale, at any of Issuer's offices or elsewhere, for cash, on credit or for future delivery (but without credit risk to Issuer), and at a price or prices and upon other terms and conditions as Issuer may deem commercially reasonable. To the extent notice of sale of the Collateral shall be required by law, Applicant agrees that written notice at least five days prior to the date of public sale or prior to the date after which private sale is to be made constitutes reasonable notification. The foregoing shall not be deemed to imply that any other notice would not constitute reasonable notification. In connection with any sale or other disposition of any Collateral, Issuer may disclaim warranties of title, possession, quiet enjoyment or the like without affecting the commercial reasonableness of such sale or other disposition. Applicant shall pay to Issuer on demand all costs and expenses (including reasonable attorneys' fees and disbursements) in connection with the custody, preservation or sale of, or collection from, or other realization upon, the Collateral or the establishment, perfection, preservation or enforcement of Issuer's rights in the Collateral. Issuer may hold the proceeds of the Collateral as additional collateral under this Agreement or then or at any time thereafter apply the proceeds to the payment of the costs and expenses referred to above and the other Obligations, whether or not then due, at such times and in such order as Issuer may determine. Issuer shall pay any surplus to Applicant or to whomever may be lawfully entitled to receive the surplus, and Applicant shall be liable for any deficiency.

19. **Set - off.** To the fullest extent permitted by law, if any Event of Default shall occur and be continuing, Issuer may set off and apply any and all Deposits against any and all of the Obligations, without notice and irrespective of whether such Deposits or Obligations may be unmatured or contingent or payable at different places or in different currencies.

20. **Waiver of Immunity.** Applicant acknowledges that this Agreement is, and the Credit will be, entered into for commercial purposes. To the extent that Applicant or any of its assets has or hereafter acquires any right of immunity, whether characterized as sovereign immunity or otherwise, from any legal proceedings, whether in the United States, Applicant's domicile or elsewhere, to enforce or collect upon any Obligation or any other liability or obligation of Applicant related to or arising from the transactions contemplated by this Agreement or any other agreement relating to the transactions contemplated herein, including immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment, or from attachment in aid of execution upon a judgment, Applicant hereby expressly and irrevocably waives any such immunity and agrees not to assert any such right or claim in any such proceeding, whether in the United States, Applicant's domicile or elsewhere.

21. **Notices; Multiple Applicants; Applicant Status; Interpretation; Severability; Multiple Roles.**

(a) All notices and other communications under this Agreement shall be sent, if to Applicant, to its address or fax number indicated below the signature line of this Agreement, and, if to Issuer, to its address shown above, Attention: Letter of Credit Department, or by fax to (212) 797-0780, or as to either, to such other address or fax number as either may notify to the other in writing. No such notice shall be effective until actually received by Issuer's Letter of Credit Department or Applicant, unless the intended recipient fails to maintain, or fails to notify, the other party of any relevant change of its name, address or number(s), in which case such notice shall be effective when sent in accordance with this Agreement. In addition to the foregoing methods of communication, notices and other communications hereunder, including a signed application for a Credit, may be delivered or furnished by other methods of electronic communications such as email; provided that, unless otherwise agreed in writing by Applicant and Issuer, the recipient thereof shall have the

option in its sole and absolute discretion of treating it as received and effective under this Agreement or of treating it as ineffective under this Agreement despite its receipt.

(b) If this Agreement is signed by two or more Persons, (i) each shall be deemed an “**Applicant**” hereunder and be jointly and severally liable for all the Obligations, (ii) the release, waiver, instruction or consent of any Applicant shall be sufficient to bind each Applicant with respect to this Agreement, the Credit or any claims arising under or in connection with this Agreement or the Credit (including instructions as to the disposition of documents and waivers of any discrepancies), (iii) any Event of Default, regardless of fault, shall be deemed an Event of Default as to all Applicants, (iv) delivery by Issuer of any document, notice or other communication to any Applicant named below shall be deemed delivery to each Applicant and shall satisfy any obligation of Issuer to deliver such document, notice or other communication to any other Applicant, and (v) each of them agrees that, without notice to or further consent by the other(s), the liability of any Applicant hereunder may from time to time, in whole or in part, be extended, modified, released or reduced by Issuer without affecting or releasing in any way any liability of any other Applicant. Each Applicant signing this Agreement agrees that its obligations hereunder are primary, waives all discharge defenses available to a secondary obligor and forgoes negotiation of a separate guaranty and security agreement providing for secondary liability to Issuer.

(c) Issuer may treat each Person that signs this Agreement and each other Person authorized to act generally for Applicant or specifically in the matter as actually authorized to act singly for Applicant in amending this Agreement, in authorizing Issuer to amend the Credit, waive any discrepancy, pay or otherwise act under the Credit, in receiving any notice (including service of process) in connection with this Agreement, and in agreeing to indemnify Issuer for any action or inaction taken or proposed. Any change in the identity of Persons authorized to act for Applicant shall be ineffective until notified in writing to Issuer.

(d) The Person identified in this Agreement as Applicant represents and warrants that, except as may be otherwise agreed in writing by Issuer (i) it acts for itself and for no other Person in requesting issuance of the Credit for its account and (ii) it may be identified in the Credit as the “applicant”, “account party”, or “customer” at whose request and for whose account the Credit is issued.

(e) In this Agreement: (i) headings are included only for convenience and are not interpretative; (ii) the term “including” means “including without limitation”; (iii) references to a specific article or rule of the UCP or ISP include any equivalent article or rule in any successor revision of the UCP or ISP or the equivalent provision in any other practice rules; and (iv) references to actions Issuer or its correspondents “may” take or omit to take mean “may in its sole and absolute discretion” (and use of such discretion in any one or more instances shall not establish a course of conduct on which Applicant may rely or impair the ability to exercise such discretion differently in any other similar or dissimilar instances);

(f) If any provision of this Agreement is held illegal or unenforceable, the validity of the remaining provisions shall not be affected.

(g) Issuer and its affiliates offer a wide range of financial and related services, which may at any time include back-office processing services on behalf of financial institutions, letter of credit beneficiaries, and other customers. Some of these customers may be Applicant’s counter-parties or competitors. Applicant acknowledges and agrees that Issuer and its affiliates may perform more than one role in relation to the Credit.

22. ***Successors and Assigns; Etc.*** This Agreement shall be binding upon Applicant and its successors and assigns, and shall inure to the benefit of and be enforceable by Issuer and its successors and assigns, whether or not Issuer issues any letter of credit for Applicant. Applicant agrees that delivery of a signed copy or signature page of this Agreement by facsimile transmission shall be as effective as delivery of a manually signed original of this Agreement. Applicant shall not transfer or otherwise assign any of its rights or obligations under this Agreement without Issuer’s prior written consent. Issuer may transfer or otherwise assign or grant participations in its rights and obligations under this Agreement or the Credit, in whole or in part. Applicant acknowledges that information pertaining to Applicant as it relates to this Agreement or the Credit may be disclosed to actual or prospective participants, transferees or assignees. This Agreement shall not be construed to confer any right or benefit upon any Person other than Issuer, the Indemnified Parties and Applicant and their respective successors and permitted assigns, and no such Person shall be deemed a third-party beneficiary hereof, except that Applicant’s obligations under Section 5 hereof may be enforced directly against Applicant by a participant.

23. ***Modification; No Waiver.*** None of the terms of this Agreement may be waived, terminated or amended orally, by course of dealing, or otherwise, except in a writing signed by the party against whose interest the term is waived, terminated or amended. Forbearance, failure or delay by Issuer in the exercise of a right or remedy shall not constitute a waiver, nor shall any exercise or partial exercise of any right or remedy preclude any further exercise of that or any other right or remedy. Any waiver or consent by Issuer shall be effective only in the specific instance and for the specific purpose for which it is given.

24. **Entire Agreement; Remedies Cumulative** . This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or simultaneous agreements, written or oral, with respect to the subject matter hereof. All rights and remedies of Issuer and all obligations of Applicant under or connection with this Agreement and any other documents delivered in connection with this Agreement are cumulative and in addition to those provided or available at equity or under any applicable law, including the practices specified in Section 26 hereof and the law relative to estoppel, mistake, unjust enrichment, subrogation, reimbursement, restitution, warranties on presentation, and mitigation of loss or damage. Issuer may pursue its rights and remedies separately, successively in any order, or concurrently.

25. **Continuing Agreement; Termination** . This is a continuing agreement and shall remain in full effect until the earlier of (a) Issuer's receipt of written notice of termination from Applicant specifically referring to this Agreement or (b) Issuer's delivery to Applicant of a written notice of termination specifically referring to this Agreement (which notice Issuer may deliver without regard to whether any Event of Default exists). Termination shall not release Applicant from any liability for Obligations existing on the date on which Issuer receives or delivers the termination notice, as applicable, or resulting from or incidental to a Credit issued on or before such date or issued pursuant to any Issuer commitment existing on such date. Upon termination of this Agreement, (i) Applicant shall cease to request the issuance of any further Credit hereunder or any increase or extension of any outstanding Credit hereunder and (ii) Issuer shall have all the rights and remedies provided in Section 18 hereof. Provisions of this Agreement relating to Taxes, indemnities, payment of costs and expenses, exculpations and limitations on liability, waivers of immunity, jurisdiction, and waiver of trial by jury shall survive any termination of this Agreement, expiration of the Credit, and irrevocable and final payment of all the Obligations.

26. **Governing Law; Practice; UCP; ISP** .

(a) This Agreement and the rights and obligations of Applicant and Issuer hereunder shall be governed by and subject to the laws of the State of New York applicable to contracts made and to be performed in such State (including, New York General Obligations Law Section 5-1401 and, as to each Credit, UCC Article 5 as in effect in such State when such Credit is issued) and applicable federal laws of the United States of America. In the event that the Credit expressly chooses a state or country law other than the State of New York, Applicant shall be obligated to reimburse Issuer for payments made under the Credit if such payment is justified under either New York law or such other law.

(b) Unless Applicant specifies otherwise in its application for the Credit, Applicant agrees that Issuer may issue the Credit subject to the UCP or ISP or, at Issuer's option, such later supplement to or revision of either thereof as is in effect at the time of issuance of the Credit. Issuer's privileges, rights and remedies under the UCP, ISP or such later supplement or revision shall be in addition to, and not in limitation of, its privileges, rights and remedies expressly provided for herein. The UCP, ISP or any such supplement or revision shall serve, in the absence of proof to the contrary, as evidence of standard practice with respect to the subject matter thereof. Applicant acknowledges its responsibility for knowing applicable letter of credit law and practice.

(c) To the extent permitted by applicable law, (i) this Agreement shall prevail in case of conflict with the UCP, ISP or UCC; (ii) the UCP shall prevail in case of conflict between the UCP and UCC; and (iii) the ISP shall prevail in the case of conflict between the ISP and UCC.

27. **Jurisdiction; Service of Process; Enforcement; Limitations Period** .

(a) Applicant consents and submits to the non-exclusive jurisdiction of any state or federal court sitting in New York County, in the State of New York, for itself and in respect of any of its property. If the law of any jurisdiction other than the State of New York has been chosen to govern the Credit, Applicant also consents and submits to the non-exclusive jurisdiction of any state or federal court sitting in such jurisdiction. Applicant agrees not to bring any action or proceeding against Issuer in any court or other forum not described in the first sentence of this paragraph. Applicant waives any objection to venue or any claim of forum non conveniens with respect to any action or proceeding in any court described in this paragraph.

(b) Applicant agrees that any service of process may be served upon it by mail or hand delivery if sent to the Person designated on the signature page(s) of this Agreement as "Applicant's Authorized Agent," which Person Applicant now designates as its authorized agent for the service of process. Applicant also agrees that any service of process may be served upon it by mail or hand delivery to the address for notices to Applicant under this Agreement.

(c) Applicant agrees that nothing in this Agreement shall affect Issuer's right to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Applicant in any other jurisdiction.

(d) Applicant agrees that final judgment against it in any action or proceeding shall be enforceable in any other jurisdiction within or outside the United States of America by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment.

(e) Any action or proceeding against Issuer arising under or in connection with this Agreement or the Credit (including any claim for breach of contract, negligence, conversion, or otherwise) must be commenced within one year after the claim for relief or cause of action accrues. A claim for relief or cause of action accrues when the breach occurs, regardless of the aggrieved party's lack of knowledge of the breach.

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28. ***JURY TRIAL WAIVER***. EACH OF APPLICANT AND ISSUER (BY ITS ACCEPTANCE OF THIS AGREEMENT OR ISSUANCE OF THE CREDIT) WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL OF ANY CLAIM, COUNTERCLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE CREDIT, OR ANY DEALINGS WITH ONE ANOTHER RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Very truly yours,

Applicant:

Amphenol Corporation  
(Print Name of Applicant)

By: /s/ David Jositas  
(Signature of Authorized Signer)

David Jositas  
(Print Name of Authorized Signer)

Treasurer  
(Title of Authorized Signer)

Applicant's Authorized Agent (for service of process per Section 27(b)):

Print Name: CT Corporation System

Complete Address: 111 Eighth Avenue, New York, NY 10011  
(which must be in the State of New York)

ACCEPTED AND AGREED TO:

DEUTSCHE BANK AG, acting by and through its New York Branch

By: /s/ Patrick Rittendale  
Name: Patrick Rittendale  
Title: Director

By: /s/ Katrina Krallitsch  
Name: Katrina Krallitsch  
Title: Assistant Vice President

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

I, R. Adam Norwitt, 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 March 31, 2009 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: May 6, 2009

/s/ R. Adam Norwitt

\_\_\_\_\_  
R. Adam Norwitt  
President 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 March 31, 2009 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: May 6, 2009

/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 March 31, 2009, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, R. Adam Norwitt, 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: May 6, 2009

/s/ R. Adam Norwitt

R. Adam Norwitt  
President & 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 March 31, 2009, 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: May 6, 2009

/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.