
**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 September 30, 2011

OR

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

Commission file number 1-10879

AMPHENOL CORPORATION

Delaware
(State of Incorporation)

22-2785165
(IRS Employer
Identification No.)

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

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

Indicate by check mark whether the registrant 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 ☒

Accelerated filer ☐

Non-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 October 31, 2011, the total number of shares outstanding of Class A Common Stock was 165,739,250.

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

	September 30, 2011	December 31, 2010
Assets		
Current Assets:		
Cash and cash equivalents	\$ 690,179	\$ 525,888
Short-term investments	90,730	98,341
Total cash, cash equivalents and short-term investments	780,909	624,229
Accounts receivable, less allowance for doubtful accounts of \$10,507 and \$14,946, respectively	803,477	718,545
Inventories	634,814	549,169
Other current assets	108,612	100,187
Total current assets	2,327,812	1,992,130
Land and depreciable assets, less accumulated depreciation of \$652,699 and \$611,008, respectively	359,516	366,996
Goodwill	1,559,958	1,533,299
Other long-term assets	114,510	123,432
	<u>\$ 4,361,796</u>	<u>\$ 4,015,857</u>
Liabilities & Equity		
Current Liabilities:		
Accounts payable	\$ 418,201	\$ 384,963
Accrued salaries, wages and employee benefits	76,944	75,183
Accrued income taxes	77,684	65,311
Accrued acquisition-related obligations (Note 16)	—	39,615
Other accrued expenses	89,070	89,566
Short-term debt	304	352
Total current liabilities	662,203	654,990
Long-term debt	1,265,026	799,640
Accrued pension and post-employment benefit obligations	167,585	176,636
Other long-term liabilities	37,433	41,876
Equity:		
Common stock	165	176
Additional paid-in capital	179,090	144,855
Accumulated earnings	2,129,274	2,260,581
Accumulated other comprehensive loss	(91,955)	(84,757)
Total shareholders' equity attributable to Amphenol Corporation	2,216,574	2,320,855
Noncontrolling interests	12,975	21,860
Total equity	<u>2,229,549</u>	<u>2,342,715</u>
	<u>\$ 4,361,796</u>	<u>\$ 4,015,857</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 September 30,		Nine Months Ended September 30,	
	2011	2010	2011	2010
Net sales	\$ 1,032,754	\$ 948,463	\$ 2,991,077	\$ 2,604,215
Cost of sales	709,277	638,746	2,042,254	1,756,007
Gross profit	323,477	309,717	948,823	848,208
Casualty loss related to flood (Note 15)	12,831	—	12,831	—
Change in contingent acquisition related obligations (Note 16)	—	—	(17,813)	—
Selling, general and administrative expense	124,587	120,583	366,787	338,405
Operating income	186,059	189,134	587,018	509,803
Interest expense	(10,498)	(10,568)	(31,885)	(30,549)
Other income (expenses), net	2,255	1,251	6,089	2,474
Income before income taxes	177,816	179,817	561,222	481,728
Provision for income taxes	(41,758)	(41,018)	(147,385)	(111,782)
Net income	136,058	138,799	413,837	369,946
Less: Net income attributable to noncontrolling interests	(1,435)	(1,531)	(3,505)	(4,654)
Net income attributable to Amphenol Corporation	\$ 134,623	\$ 137,268	\$ 410,332	\$ 365,292
Net income per common share-Basic	\$ 0.80	\$ 0.79	\$ 2.39	\$ 2.11
Weighted average common shares outstanding-Basic	167,951,866	173,813,753	171,411,779	173,535,255
Net income per common share-Diluted	\$ 0.79	\$ 0.78	\$ 2.36	\$ 2.08
Weighted average common shares outstanding-Diluted	169,835,067	176,224,749	173,728,409	175,897,452
Dividends declared per common share	\$ 0.015	\$ 0.015	\$ 0.045	\$ 0.045

See accompanying notes to condensed consolidated financial statements.

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

	Nine Months Ended September 30,	
	2011	2010
Cash flow from operating activities:		
Net income	\$ 413,837	\$ 369,946
Adjustments for cash from operating activities:		
Depreciation and amortization	88,197	76,000
Net change in receivables sold under Receivables Securitization Facility	—	(82,000)
Stock-based compensation expense	21,011	18,580
Non-cash casualty loss related to flood (Note 15)	12,400	—
Change in contingent acquisition related obligations (Note 16)	(17,813)	—
Excess tax benefits from stock-based compensation payment arrangements	(5,624)	(3,650)
Net change in components of working capital	(125,644)	(109,898)
Net change in other long-term assets and liabilities	10,225	(4,767)
Cash flow provided by operating activities	396,589	264,211
Cash flow from investing activities:		
Additions to property, plant and equipment	(72,048)	(73,364)
Proceeds from disposals of fixed assets	7,134	1,036
Purchases of short-term investments	(93,833)	(118,374)
Sales and maturities of short-term investments	101,444	49,254
Acquisitions, net of cash acquired	(52,993)	(164,921)
Cash flow used in investing activities	(110,296)	(306,369)
Cash flow from financing activities:		
Borrowings under credit facilities	675,100	618,192
Repayments under credit facilities	(215,598)	(468,406)
Payments of fees and expenses related to debt financing	(2,125)	(6,934)
Proceeds from exercise of stock options	24,255	21,271
Excess tax benefits from stock-based compensation payment arrangements	5,624	3,650
Payment of contingent acquisition related obligations	(40,000)	—
Payments to shareholders of noncontrolling interests	(28,689)	(22,588)
Purchase and retirement of treasury stock	(534,000)	—
Dividend payments	(7,788)	(7,801)
Cash flow (used in) provided by financing activities	(123,221)	137,384
Effect of exchange rate changes on cash and cash equivalents	1,219	689
Net change in cash and cash equivalents	164,291	95,915
Cash and cash equivalents balance, beginning of period	525,888	384,613
Cash and cash equivalents balance, end of period	\$ 690,179	\$ 480,528
Cash paid for:		
Interest	\$ 23,035	\$ 23,531
Income taxes	112,845	99,050

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—Basis of Presentation and Principles of Consolidation

The condensed consolidated balance sheets as of September 30, 2011 and December 31, 2010, the related condensed consolidated statements of income for the three and nine months ended September 30, 2011 and 2010 and the condensed consolidated statements of cash flow for the nine months ended September 30, 2011 and 2010 include the accounts of Amphenol Corporation and its subsidiaries (the “Company”). All material intercompany balances and transactions have been eliminated in consolidation. The financial statements included herein are unaudited. In the opinion of management, all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation in conformity with accounting principles generally accepted in the United States of America have been included. The results of operations for the three and nine months ended September 30, 2011 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 2010 Annual Report on Form 10-K.

Note 2—New Accounting Pronouncements

In September 2011, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2011-08, *Intangibles - Goodwill and Other* (“ASU 2011-08”), which allows an entity the option to first assess qualitative factors to determine whether it is necessary to perform the two-step quantitative goodwill impairment test. Under this amendment, an entity is not required to calculate the fair value of a reporting unit unless the entity determines, based on a qualitative assessment of events and circumstances, that it is more likely than not that its fair value is less than its carrying amount. ASU 2011-08 is effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. The Company will consider this update when performing its annual impairment assessment in the second quarter of 2012.

In June 2011, the FASB issued ASU No. 2011-05, *Comprehensive Income* (“ASU 2011-05”). ASU 2011-05 requires companies to present the components of net income and other comprehensive income either as one continuous statement or as two consecutive statements. It eliminates the option to present components of other comprehensive income as part of the statement of changes in stockholders’ equity. ASU 2011-05 is effective for interim and annual periods beginning after December 15, 2011 and will be applied retrospectively. The Company has not yet determined which presentation will be adopted.

In May 2011, the FASB issued ASU No. 2011-04, *Fair Value Measurement: Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs* (“ASU 2011-04”). ASU 2011-04 improves comparability of fair value measurements presented and disclosed in financial statements prepared with U.S. generally accepted accounting principles and International Financial Reporting Standards. ASU 2011-04 clarifies the application of existing fair value measurement requirements including (1) the application of the highest and best use and valuation premise concepts, (2) measuring the fair value of an instrument classified in a reporting entity’s shareholders’ equity, and (3) quantitative information required for fair value measurements categorized within Level 3 of the fair value hierarchy. ASU 2011-04 also provides guidance on measuring the fair value of financial instruments managed within a portfolio, and application of premiums and discounts in a fair value measurement. In addition, ASU 2011-04 requires additional disclosure for Level 3 measurements regarding the sensitivity of fair value to changes in unobservable inputs and any interrelationships between those inputs. The amendments in this guidance are to be applied prospectively, and are effective for interim and annual periods beginning after December 15, 2011. The Company does not expect that the adoption of this update will have a material effect on its financial statements.

Note 3—Reclassifications

In 2011, the Company changed the presentation of the Condensed Consolidated Statements of Cash Flow to present purchases and sales/maturities of short-term investments on a gross basis, which had been presented on a net basis for the nine months ended September 30, 2010 and to present excess tax benefits on a gross basis, which had been presented in the net change in components of working capital for the nine months ended September 30, 2010. As a result, amounts in the accompanying Condensed Consolidated Statements of Cash Flow for the nine months ended September 30, 2010 have been reclassified to conform to the current year presentation.

Note 4—Inventories

Inventories consist of:

	September 30, 2011	December 31, 2010
Raw materials and supplies	\$ 211,832	\$ 162,439
Work in process	245,983	231,719
Finished goods	176,999	155,011
	<u>\$ 634,814</u>	<u>\$ 549,169</u>

Note 5—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, income taxes and stock-based compensation expense as well as other costs such as headquarters expense allocations, amortization related to certain intangible assets and nonrecurring gains and losses.

The segment results for the three months ended September 30, 2011 and 2010 are as follows:

	Interconnect Products and Assemblies		Cable Products		Total	
	2011	2010	2011	2010	2011	2010
Net sales						
-external	\$ 957,153	\$ 881,340	\$ 75,601	\$ 67,123	\$ 1,032,754	\$ 948,463
-inter-segment	1,818	769	6,039	4,922	7,857	5,691
Segment operating income	205,611	196,107	9,874	9,077	215,485	205,184

The segment results for the nine months ended September 30, 2011 and 2010 are as follows:

	Interconnect Products and Assemblies		Cable Products		Total	
	2011	2010	2011	2010	2011	2010
Net sales						
-external	\$ 2,778,418	\$ 2,402,084	\$ 212,659	\$ 202,131	\$ 2,991,077	\$ 2,604,215
-inter-segment	4,801	2,259	16,799	14,625	21,600	16,884
Segment operating income	603,103	526,589	26,833	28,240	629,936	554,829

A reconciliation of segment operating income to consolidated income before income taxes for the three and nine months ended September 30, 2011 and 2010 is summarized as follows:

	Three months ended September 30,		Nine months ended September 30,	
	2011	2010	2011	2010
Segment operating income	\$ 215,485	\$ 205,184	\$ 629,936	\$ 554,829
Interest expense	(10,498)	(10,568)	(31,885)	(30,549)
Interest income	2,871	1,537	7,000	3,456
Stock-based compensation expense	(7,630)	(6,965)	(21,011)	(18,580)
Change in contingent acquisition related obligations	—	—	17,813	—
Casualty loss related to flood	(12,831)	—	(12,831)	—
Other costs, net	(9,581)	(9,371)	(27,800)	(27,428)
Income before income taxes	<u>\$ 177,816</u>	<u>\$ 179,817</u>	<u>\$ 561,222</u>	<u>\$ 481,728</u>

Note 6—Comprehensive Income

Total comprehensive income for the three and nine months ended September 30, 2011 and 2010 is summarized as follows:

	Three months ended September 30,		Nine months ended September 30,	
	2011	2010	2011	2010
Net income	\$ 136,058	\$ 138,799	\$ 413,837	\$ 369,946
Currency translation adjustments	(49,279)	49,779	(7,083)	11,186
Revaluation of interest rate derivatives	—	236	—	2,309
Defined benefit plan liability adjustment, net of tax	—	26	222	1,085
Total comprehensive income	<u>\$ 86,779</u>	<u>\$ 188,840</u>	<u>\$ 406,976</u>	<u>\$ 384,526</u>

Note 7—Changes in Equity and Noncontrolling Interests

Net income attributable to noncontrolling interests is classified below net income (earnings per share is determined after the impact of the noncontrolling interests' share in net income of the Company). In addition, the liability related to noncontrolling interests is presented as a separate caption within equity.

A reconciliation of consolidated changes in equity for the nine months ended September 30, 2011 is as follows:

	Amphenol Corporation Shareholders					Treasury Stock	Noncontrolling Interests	Total Equity
	Shares (in millions)	Amount	Additional Paid-In Capital	Accumulated Earnings	Accum. Other Comprehensive Loss			
Balance as of December 31, 2010	176	\$ 176	\$ 144,855	\$ 2,260,581	\$ (84,757)	\$ —	\$ 21,860	\$ 2,342,715
Net income				410,332			3,505	413,837
Translation adjustments					(7,420)		337	(7,083)
Defined benefit plan liability adjustment, net of tax					222			222
Payments to shareholders of non-controlling interests							(3,835)	(3,835)
Purchase of non-controlling interests			(15,962)				(8,892)	(24,854)
Purchase of treasury stock						(534,000)		(534,000)
Retirement of treasury stock	(11)	(11)		(533,989)		534,000		—
Stock options exercised, including tax benefit			29,186					29,186
Dividends declared				(7,650)				(7,650)
Stock-based compensation expense			21,011					21,011
Balance as of September 30, 2011	<u>165</u>	<u>\$ 165</u>	<u>\$ 179,090</u>	<u>\$ 2,129,274</u>	<u>\$ (91,955)</u>	<u>\$ —</u>	<u>\$ 12,975</u>	<u>\$ 2,229,549</u>

A reconciliation of consolidated changes in equity for the nine months ended September 30, 2010 is as follows:

	Amphenol Corporation Shareholders					Noncontrolling Interests	Total Equity
	Shares (in millions)	Amount	Additional Paid-In Capital	Accumulated Earnings	Accum. Other Comprehensive Loss		
Balance as of December 31, 2009	173	\$ 174	\$ 71,368	\$ 1,774,625	\$ (100,090)	\$ 16,741	\$ 1,762,818
Net income				365,292		4,654	369,946
Noncontrolling interest acquired						10,286	10,286
Translation adjustments					10,400	786	11,186
Revaluation of interest rate derivatives					2,309		2,309
Defined benefit plan liability adjustment, net of tax					1,085		1,085
Payments to shareholders of non-controlling interests						(2,421)	(2,421)
Purchase of noncontrolling interest			(14,325)			(5,842)	(20,167)
Stock options exercised, including tax benefit	2	1	24,356				24,357
Dividends declared				(7,816)			(7,816)
Stock-based compensation expense			18,580				18,580
Balance as of September 30, 2010	<u>175</u>	<u>\$ 175</u>	<u>\$ 99,979</u>	<u>\$ 2,132,101</u>	<u>\$ (86,296)</u>	<u>\$ 24,204</u>	<u>\$ 2,170,163</u>

Note 8—Earnings Per Share

Basic earnings per share (“EPS”) is computed by dividing net income attributable to Amphenol Corporation by the weighted-average number of common shares outstanding. Diluted EPS is computed by dividing net income attributable to Amphenol Corporation by the weighted-average number of common shares and dilutive common shares issuable upon the exercise of outstanding stock options. A reconciliation of the basic weighted average common shares outstanding to diluted weighted average common shares outstanding for the three and nine months ended September 30, 2011 and 2010 is as follows (dollars in thousands, except per share amounts):

	Three months ended September 30,		Nine months ended September 30,	
	2011	2010	2011	2010
Net income attributable to Amphenol Corporation	\$ 134,623	\$ 137,268	\$ 410,332	\$ 365,292
Basic weighted average common shares outstanding	167,951,866	173,813,753	171,411,779	173,535,255
Effect of dilutive stock options	1,883,201	2,410,996	2,316,630	2,362,197
Diluted weighted average common shares outstanding	169,835,067	176,224,749	173,728,409	175,897,452
Earnings per share attributable to Amphenol Corporation:				
Basic	\$ 0.80	\$ 0.79	\$ 2.39	\$ 2.11
Diluted	\$ 0.79	\$ 0.78	\$ 2.36	\$ 2.08

Excluded from the computations above were anti-dilutive common shares of 6,319,513 and 4,394,863 for the three months ended September 30, 2011 and 2010, respectively, and 3,555,165 and 3,530,395 for the nine months ended September 30, 2011 and 2010, respectively.

Note 9—Commitments and Contingencies

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 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 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. (“Honeywell”) in December 1999), the Company and Honeywell were named jointly and severally liable as potentially responsible parties in connection with several environmental cleanup sites. The Company and Honeywell jointly consented to perform certain investigations and remediation and monitoring activities at two sites, the “Route 8” landfill and the “Richardson Hill Road” landfill, and they were jointly ordered to perform work at another site, the “Sidney” landfill. All of the costs incurred relating to these three sites are currently reimbursed by Honeywell based on an agreement (the “Honeywell Agreement”) entered into in connection with the acquisition in 1987. The environmental investigation, remediation and monitoring activities identified by the Company, including those referred to above, are covered under 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.

Note 10—Stock-Based Compensation

In May 2009, the Company adopted the 2009 Stock Purchase and Option Plan (the “2009 Option Plan”) for Key Employees of the Company and its subsidiaries. The Company currently also maintains the 2000 Stock Purchase and Option Plan (the “2000 Option Plan”). No additional options can be granted under the 2000 Option Plan. The 2009 Option Plan authorizes the granting of additional stock options by a committee of the Company’s Board of Directors. As of September 30, 2011, there were 7,656,050 shares of common stock available for the granting of additional stock options under the 2009 Option Plan. Options granted under the 2000 Option Plan and the 2009 Option Plan vest ratably over a period of five years and are exercisable over a period of ten years from the date of grant.

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 Company’s Board of Directors. As of September 30, 2011, the maximum number of shares of common stock available for the granting of additional stock options under the Directors Option Plan was 80,000. 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 under the 2000 Option Plan, the 2009 Option Plan and the Directors Option Plan is estimated using the Black-Scholes option pricing model. The fair value is then amortized on a straight-line basis over the requisite service period 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 experience. 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 is 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 September 30, 2011, the Company's income before income taxes and net income were reduced for stock-based compensation expense by \$7,630 and \$5,545, respectively, and these reductions were \$21,011 and \$15,156, respectively, for the nine months ended September 30, 2011. For the three months ended September 30, 2010, the Company's income before income taxes and net income were reduced for stock-based compensation expense by \$6,965 and \$5,376, respectively, and these reductions were \$18,580 and \$14,269, respectively, for the nine months ended September 30, 2010. The expense incurred for stock-based compensation is included in selling, general and administrative expense in the accompanying Condensed Consolidated Statements of Income.

Stock option activity for the three and nine months ended September 30, 2011 was as follows:

	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value
Options outstanding at December 31, 2010	12,706,324	\$ 33.93	7.18	\$ 239,534
Options granted	35,000	53.41		
Options exercised	(576,454)	20.68		
Options forfeited	(38,300)	37.49		
Options outstanding at March 31, 2011	12,126,570	34.54	7.08	\$ 240,698
Options granted	2,506,350	53.48		
Options exercised	(303,328)	31.42		
Options forfeited	(82,300)	38.10		
Options outstanding at June 30, 2011	14,247,292	37.92	7.38	\$ 228,952
Options exercised	(82,067)	34.16		
Options forfeited	(39,400)	40.93		
Options outstanding at September 30, 2011	14,125,825	\$ 37.93	7.13	\$ 86,994
Vested and non-vested options expected to vest at September 30, 2011	13,102,554	\$ 37.46	7.02	\$ 84,581
Exercisable options at September 30, 2011	6,450,449	\$ 31.39	5.64	\$ 66,899

A summary of the status of the Company's non-vested options as of September 30, 2011 and changes during the three and nine months then ended is as follows:

	Options	Weighted Average Fair Value at Grant Date
Non-vested options at December 31, 2010	7,623,976	\$ 12.78
Options granted	35,000	16.98
Options forfeited	(38,300)	12.63
Non-vested options at March 31, 2011	7,620,676	12.80
Options granted	2,506,350	14.15
Options vested	(2,326,350)	12.23
Options forfeited	(82,300)	12.82
Non-vested options at June 30, 2011	7,718,376	13.41
Options vested	(3,600)	12.65
Options forfeited	(39,400)	13.18
Non-vested options at September 30, 2011	<u>7,675,376</u>	<u>\$ 13.41</u>

During the three and nine months ended September 30, 2011 and 2010, the following activity occurred under the Company's option plans:

	Three months ended September 30,		Nine months ended September 30,	
	2011	2010	2011	2010
Total intrinsic value of stock options exercised	\$ 1,519	\$ 13,566	\$ 27,921	\$ 23,265
Total fair value of stock options vested	46	31	28,492	23,698

On September 30, 2011, the total compensation cost related to non-vested options not yet recognized is approximately \$81,331 with a weighted average expected amortization period of 3.45 years.

Note 11—Shareholders' Equity

In January 2011, the Company announced that its Board of Directors authorized a stock repurchase program under which the Company may repurchase up to 20,000,000 shares of its common stock during the three year period ending January 31, 2014 (the "Program"). During the nine months ended September 30, 2011, the Company repurchased approximately 10,400,000 shares of its common stock for approximately \$534,000. These treasury shares have been or will be retired by the Company and common stock and accumulated earnings were reduced accordingly. Through October 31, 2011, the Company has repurchased an additional 400,000 shares of its common stock for \$15,900. At October 31, 2011, approximately 9,200,000 additional shares of common stock may be repurchased under the Program.

After declaration by the Board of Directors, the Company pays a quarterly dividend on its common stock of \$.015 per share. For the three and nine months ended September 30, 2011, the Company paid dividends in the amount of \$2,547 and \$7,788, respectively, and declared dividends in the amount of \$2,494 and \$7,650, respectively. For the three and nine months ended September 30, 2010, the Company paid dividends in the amount of \$2,604 and \$7,801, respectively, and declared dividends in the amount of \$2,611 and \$7,816, respectively.

Note 12—Benefit Plans and Other Postretirement Benefits

The Company and certain of its domestic subsidiaries have two defined benefit pension plans (the "U.S. Plans"), which cover its U.S. employees and which represent the majority of the assets and benefit obligations of the aggregate defined benefit plans of the Company. The U.S. Plans' benefits are generally based on years of service and compensation and are generally noncontributory. Certain U.S. employees not covered by the U.S. Plans are covered by defined contribution plans. Certain foreign subsidiaries have defined benefit plans covering their employees (the "International Plans" and, together with the U.S. Plans, the "Plans"). The following is a summary, based on the most recent actuarial valuations of the Company's net cost for pension benefits, of both the U.S. Plans and the International Plans and other postretirement benefits for the three and nine months ended September 30, 2011 and 2010.

	Pension Benefits		Other Postretirement Benefits	
	Three months ended September 30,			
	2011	2010	2011	2010
Service cost	\$ 2,183	\$ 1,439	\$ 50	\$ 41
Interest cost	6,182	5,661	212	197
Expected return on plan assets	(7,399)	(5,643)	—	—
Amortization of transition obligation	(28)	(27)	16	16
Amortization of prior service cost	676	38	—	—
Amortization of net actuarial losses	3,209	2,631	325	221
Net pension expense	\$ 4,823	\$ 4,099	\$ 603	\$ 475

	Pension Benefits		Other Postretirement Benefits	
	Nine months ended September 30,			
	2011	2010	2011	2010
Service cost	\$ 5,150	\$ 4,333	\$ 150	\$ 124
Interest cost	16,573	17,002	636	590
Expected return on plan assets	(17,852)	(16,917)	—	—
Amortization of transition obligation	(84)	(81)	47	47
Amortization of prior service cost	1,666	1,814	—	—
Amortization of net actuarial losses	9,099	7,889	976	663
Net pension expense	\$ 14,552	\$ 14,040	\$ 1,809	\$ 1,424

For the three and nine months ended September 30, 2011, the Company made cash contributions to the Plans of approximately \$2,300 and \$20,000, respectively, the majority of which was to the U.S. Plans. Cash contributions in subsequent years will depend on a number of factors, including the investment performance of the Plans' assets.

The Company offers various defined contribution plans for U.S. and foreign employees. Participation in these plans is based on certain eligibility requirements. The Company matches the majority of employee contributions to U.S. defined contribution plans with cash contributions up to a maximum of 5% of eligible compensation. During the nine months ended September 30, 2011 and 2010, the total matching contributions to these U.S. defined contribution plans were approximately \$1,859 and \$1,585, respectively.

Note 13 — Goodwill and Other Intangible Assets

As of September 30, 2011, the Company has goodwill totaling \$1,559,958, of which \$1,486,409 is related to the Interconnect Products and Assemblies segment with the remainder related to the Cable Products segment. For the nine months ended September 30, 2011, goodwill increased by \$26,659, primarily as a result of an acquisition in the Interconnect Products and Assemblies segment made during the period.

The Company's intangible assets are subject to amortization except for goodwill. A summary of the Company's amortizable intangible assets as of September 30, 2011 and December 31, 2010 is as follows:

	September 30, 2011		December 31, 2010	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Customer relationships	\$ 106,100	\$ 35,700	\$ 104,100	\$ 27,800
Proprietary technology	41,800	14,500	39,800	12,100
License agreements	6,000	4,400	6,000	3,800
Trade names and other	9,400	8,000	9,200	7,800
Total	<u>\$ 163,300</u>	<u>\$ 62,600</u>	<u>\$ 159,100</u>	<u>\$ 51,500</u>

Customer relationships, proprietary technology, license agreements and trade names and other amortizable intangible assets have weighted average useful lives of approximately 10 years, 14 years, 8 years and 15 years, respectively, for an aggregate weighted average useful life of approximately 11 years.

Intangible assets are included in other long-term assets in the accompanying Condensed Consolidated Balance Sheets. The amortization expense for the three months ended September 30, 2011 and 2010 was approximately \$3,800 and \$3,900, respectively. The amortization expense for the nine months ended September 30, 2011 and 2010 was approximately \$11,100 and \$10,100, respectively. As of September 30, 2011, amortization expense estimated for each of the next five fiscal years is approximately \$14,700 in 2011, \$14,900 in 2012, \$11,600 in 2013, \$9,700 in 2014, and \$9,200 in 2015.

Note 14—Debt***Revolving Credit Facility***

In June 2011, the Company amended its \$1,000,000 unsecured credit facility (the “Revolving Credit Facility”) to reduce borrowing costs and to extend the maturity date from August 2014 to July 2016. At September 30, 2011, borrowings and availability under the Revolving Credit Facility were \$575,500 and \$424,500, respectively. As of September 30, 2011, interest on borrowings under the Revolving Credit Facility was at a spread over LIBOR. The Revolving Credit Facility requires payment of certain annual agency and commitment fees and requires that the Company satisfy certain financial covenants. At September 30, 2011, the Company was in compliance with the financial covenants under the Revolving Credit Facility. The Company paid fees and expenses of approximately \$2,100 related to the amendment, which were deferred and are being amortized as interest expense through the amended maturity date of the Revolving Credit Facility.

Senior Notes

In November 2009, the Company issued \$600,000 principal amount of unsecured 4.75% Senior Notes due November 2014 (the “Senior Notes”) at 99.813% of their face value. Interest on the Senior Notes is payable semi-annually on May 15 and November 15 of each year to the holders of record as of the immediately preceding May 1 and November 1. The Company may, at its option, redeem some or all of the Senior Notes at any time by paying a make-whole premium, plus accrued and unpaid interest, if any, to the date of repurchase. The Senior Notes are unsecured and rank equally in right of payment with the Company’s other unsecured senior indebtedness. The fair value of the Senior Notes at September 30, 2011 was approximately \$635,000 based on recent bid prices.

Receivables Securitization Facility

A subsidiary of the Company has entered into a Receivables Securitization Facility 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 “Receivables Securitization Facility”). The Company services, administers and collects the receivables on behalf of the purchaser. The Receivables Securitization Facility includes certain covenants, provides for various events of termination and expires in May 2013. In accordance with previous accounting guidance, the receivables sold under the Receivables Securitization Facility were accounted for off-balance sheet as sales of receivables. The Company adopted FASB ASU No. 2009-16, *Accounting for Transfers of Financial Assets* (“ASU 2009-16”) on January 1, 2010. As a result, the Company no longer accounts for the value of the outstanding undivided interest held by investors under the Receivables Securitization Facility as a sale. In addition, transfers of receivables occurring on or after January 1, 2010 are reflected as debt issued in the Company’s Condensed Consolidated Statements of Cash Flow, and the value of the outstanding undivided interest held by investors at December 31, 2010 and September 30, 2011 is accounted for as a secured borrowing and is included in the Company’s Condensed Consolidated Balance Sheets as long-term debt. At September 30, 2011, borrowings under the Receivables Securitization Facility were \$87,700. Additionally, in accordance with ASU 2009-16, fees incurred in connection with the Receivables Securitization Facility are included in interest expense.

The carrying value of borrowings under the Company’s Revolving Credit Facility and Receivables Securitization Facility approximated their fair value at September 30, 2011.

Note 15—Casualty Loss Related to Flood

The Company incurred damage at its Sidney, New York manufacturing facility as a result of severe and sudden flooding in New York State in early September 2011. As a result, in the third quarter the Company recorded a charge of \$12,800 (\$8,100 after taxes), for property-related damage, as well as cleanup and repair efforts incurred through September 30, 2011, net of expected insurance recoveries. This charge includes the Company’s estimated loss for damaged inventory and machinery and equipment. In the fourth quarter, the Company expects to record additional charges of approximately \$7,000 (\$4,300 after taxes), for one-time expenses related to remaining cleanup and repair efforts. The Sidney facility had limited manufacturing and sales activity in September which reduced sales by approximately \$11,000 in the third quarter.

Note 16—Contingent Consideration

In connection with an acquisition made during 2010, the Company made a contingent consideration payment to the sellers in April 2011 of \$40,000 based on certain 2010 profitability levels of the acquired company. The Company could also be required to make a contingent consideration payment to the sellers in 2012, based on certain 2011 profitability levels of the acquired company, up to a maximum aggregate undiscounted amount for both payments of \$59,000.

The Company determined the fair value of the liability for these contingent consideration payments based on a probability-weighted approach, which through the first quarter of 2011 would have resulted in the maximum contingent consideration being paid. During the second quarter of 2011, the acquired company's performance expectations were reduced as a result of a softening in demand in the defense market and the related deferral of certain defense related programs to periods beyond 2011 and therefore outside the contractual earn-out period. Therefore, it was determined that the payment related to 2011 profitability levels was and still is no longer probable and the Company adjusted the remaining contingent consideration liability of \$17,813 as a gain in operating income in accordance with applicable accounting rules. This adjustment had an impact on net income of approximately \$11,200 for the second quarter and nine months ended September 30, 2011.

Note 17—Fair Value Measurements

The Company follows the framework within the *Fair Value Measurements and Disclosures* topic of the FASB Accounting Standards Codification, which 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. These requirements establish market or observable inputs as the preferred source of values. Assumptions based on hypothetical transactions are used in the absence of market inputs. The Company does not have any non-financial instruments accounted for at fair value on a recurring basis.

The valuation techniques required 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 believes that the assets or liabilities subject to such standards with fair value disclosure requirements are short-term investments, which are independently valued using market observable Level 1 inputs, and contingent consideration payments (Note 16), which were valued using the income approach and Level 3 unobservable inputs within the fair value hierarchy. The primary Level 3 inputs used to value the contingent consideration payments were probability weighted payout projections and discount rates. The Company's Level 1 short-term investments consist primarily of certificates of deposit with original maturities of twelve months or less. As of September 30, 2011 and December 31, 2010, the fair values of short-term investments were \$90,730 and \$98,341, respectively. As of September 30, 2011 and December 31, 2010, the fair values of the contingent consideration payments were nil and \$56,668, respectively. The impact of the credit risk related to these financial assets is immaterial.

The table below sets forth a summary of changes in fair value of the Company's Level 3 items for the nine months ended September 30, 2011.

Balance at December 31, 2010	\$ 56,668
Accretion of discount on contingent consideration liabilities	1,145
Payment of contingent acquisition related obligations	(40,000)
Change in contingent acquisition related obligations	(17,813)
Balance at September 30, 2011	<u>\$ —</u>

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 18—Income Taxes

The provision for income taxes for the third quarter and the first nine months of 2011 was at an effective rate of 23.5% and 26.3%, respectively. The 2011 third quarter provision for taxes includes a benefit of approximately \$4,700 relating to the \$12,800 charge relating to the previously announced flood damage at the Company's Sidney, New York facility (Note 15) and a one-time tax benefit of \$4,500 relating to a reduction in tax expense due primarily to the completion of prior year audits. The provision for income taxes for the first nine months of 2011 included a one-time tax cost of approximately \$6,600 related to a gain of \$17,800 for the adjustment of a contingent acquisition related purchase price obligation (Note 16). The provision for income taxes for the third quarter

and the first nine months of 2010 was at an effective rate of 22.8% and 23.2%, respectively. The lower rate in the third quarter and the first nine months of 2010 included \$8,400 and \$20,700, respectively, of one-time net benefits relating to reductions in international tax expense due primarily to reserve adjustments from favorable settlements of certain tax positions and the completion of prior year audits.

The Company is present in over sixty tax jurisdictions, and at any point in time has numerous audits underway at various stages of completion. With few exceptions, the Company is subject to income tax examinations by tax authorities for the years 2008 and after. The Company is generally not able to precisely estimate the ultimate settlement amounts or timing until the close of an audit. The Company evaluates its tax positions and establishes liabilities for uncertain tax positions that may be challenged by local authorities and may not be fully sustained, despite the Company's belief that the underlying tax positions are fully supportable. As of September 30, 2011, the amount of the liability for unrecognized tax benefits, which if recognized would impact the effective tax rate, was approximately \$21,598, the majority of which is included in other long-term liabilities in the accompanying Condensed Consolidated Balance Sheets. Unrecognized tax benefits are reviewed on an ongoing basis and are adjusted for changing facts and circumstances, including progress of tax audits and the closing of statutes of limitation. Based on information currently available, management anticipates that over the next twelve month period, audit activity could be completed and statutes of limitation may close relating to existing unrecognized tax benefits of approximately \$4,000.

Item 2.

**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

Three months and nine months ended September 30, 2011 compared to the three months and nine months ended September 30, 2010

Net sales were \$1,032.8 in the third quarter of 2011 compared to \$948.5 in the prior year quarter, an increase of 9% in U.S. dollars, 7% in local currencies and 5% organically (excluding the impact of foreign exchange and acquisitions) over the prior year quarter. Net sales for the first nine months of 2011 were \$2,991.1 compared to \$2,604.2 for the same period in 2010, an increase of 15% in U.S. dollars, 13% in local currencies, and 9% organically over the prior year period. Sales growth resulted from the continuing development of new application-specific solutions and value added products, and increased worldwide presence with leading companies in target markets.

Sales of interconnect products and assemblies (approximately 93% of sales) increased 9% in U.S. dollars and 6% in local currencies in the third quarter of 2011 compared to the same period in 2010 (\$957.2 in 2011 versus \$881.3 in 2010) primarily due to significant strength in the wireless devices market resulting from strong growth in products for new mobile devices. In addition, demand previously planned for the fourth quarter was pulled forward by certain customers. Sales also grew in the automotive and commercial air markets, partially offset by a decline in the military aerospace market related to softening in demand in the defense market including the related deferral of certain defense related programs and approximately \$11.0 of lost sales due to the business interruption impact from the flood at the Company's Sidney, New York facility in early September 2011 as further described below (the "Flood Impact"). Sales of interconnect products and assemblies increased 16% in U.S. dollars and 14% in local currencies in the first nine months of 2011 compared to the same period in 2010 (\$2,778.4 in 2011 versus \$2,402.1 in 2010) driven by strength in the wireless devices, industrial, automotive and commercial aerospace markets and to a lesser extent by growth in the wireless infrastructure market and by acquisition growth in the military aerospace market, partially offset by the Flood Impact. Sales of cable products (approximately 7% of sales) increased 13% in U.S. dollars and 9% in local currencies in the third quarter of 2011 compared to the same period in 2010 (\$75.6 in 2011 versus \$67.1 in 2010), primarily due to stronger demand in South American communication and North American broadband markets in 2011. During the first nine months of 2011 compared to the same period in 2010 sales of cable products increased 5% in U.S. dollars and 2% in local currencies (\$212.7 in 2011 versus \$202.1 in 2010), primarily due to increased spending in South American communication markets during the year offset by lower spending in some broadband markets, particularly in the first quarter.

Geographically, sales in the United States in the third quarter of 2011 decreased approximately 9% due primarily to weakness in the defense market as well as the Flood Impact. In the first nine months of 2011, sales in the United States increased approximately 5% compared to the same periods in 2010 (\$318.7 and \$976.2 in 2011, respectively, versus \$350.6 and \$932.3 in 2010, respectively) primarily due to acquisition impacts partially offset by the Flood Impact. International sales for the third quarter and the first nine months of 2011 increased approximately 19% and 21% in U.S. dollars, respectively, and 16% and 17% in local currencies, respectively, compared to the same periods in 2010 (\$714.1 and \$2,014.9 in 2011 versus \$597.9 and \$1,672.0 in 2010) with particular strength in Asia. The comparatively weaker U.S. dollar for the third quarter and first nine months of 2011 had the effect of increasing sales by approximately \$22.6 and \$57.6, respectively, compared to foreign currency translation rates for the same periods in 2010.

The gross profit margin as a percentage of net sales was approximately 31.3% for the third quarter and 31.7% for the first nine months of 2011, compared to 32.7% for the third quarter and 32.6% for the first nine months of 2010. The operating margins in the Interconnect Products and Assemblies segment decreased approximately 0.8% and 0.2% in the third quarter and the first nine months of 2011, respectively, compared to the same periods in 2010. The decrease in operating margins from the 2010 period was primarily a result of the impacts of increases in material input costs and to a lesser extent severance costs in the quarter relating to workforce reductions and the impact of the loss of sales and margin due to the Flood Impact. These impacts were partially offset by the positive impacts of higher volume, cost reduction actions and price increases. The operating margins in the Cable Products segment decreased by approximately 0.4% and 1.4% in the third quarter and first nine months of 2011, respectively, compared to the same periods in 2010, primarily as a result of higher relative material costs.

The Company incurred damage at its Sidney, New York manufacturing facility as a result of severe and sudden flooding in New York State in early September 2011. As a result, in the third quarter the Company recorded a charge of \$12.8 (\$8.1 after taxes) or \$.05 per share, for property-related damage, as well as cleanup and repair efforts incurred through September 30, 2011, net of expected insurance recoveries. This charge includes the Company's estimated loss for damaged inventory and machinery and equipment. In the fourth quarter, the Company expects to record additional charges of approximately \$7.0 (\$4.3 after taxes), or \$.03 per share, for one-time expenses related to remaining cleanup and repair efforts. The Sidney facility had limited manufacturing and sales activity in September which reduced sales by approximately \$11.0 in the third quarter. The facility is ramping up to full production levels during October although sales are expected to be negatively impacted by approximately \$7.0 in the fourth quarter.

During the nine months ended September 30, 2011, the Company reassessed, based on current 2011 performance expectations, a contingent acquisition related obligation which would have been payable in 2012 related to a 2010 acquisition (Note 16). Performance expectations were reduced as a result of a softening in demand in the defense market and the related deferral of certain defense related programs to periods beyond 2011 and therefore outside the contractual earn-out period. Therefore, it was determined that the payment related to 2011 profitability levels was no longer probable and the Company adjusted the remaining contingent consideration liability of \$17.8 as a gain in operating income in the second quarter in accordance with applicable accounting rules. This adjustment had an impact of \$11.2 on net income and \$0.06 on EPS for the second quarter and nine months ended September 30, 2011.

Selling, general and administrative expenses increased to \$124.6 and \$366.8, or 12.1% and 12.3% of net sales, for the third quarter and first nine months of 2011, respectively, compared to \$120.6 and \$338.4, or 12.7% and 13.0% of net sales for the same periods in 2010. The increase in expense in the third quarter and first nine months of 2011 is primarily attributable to increases in selling expense resulting from higher sales volume and increased research and development spending relating to new product development. Selling, general and administrative expenses include stock-based compensation expense of \$7.6 and \$21.0 for the third quarter and first nine months of 2011, respectively, compared to \$7.0 and \$18.6 for the same periods in 2010.

Interest expense for the third quarter and first nine months of 2011 was \$10.5 and \$31.9, respectively, compared to \$10.6 and \$30.5, respectively, for the same periods in 2010. The increase for the nine month period is primarily attributed to higher average debt levels related to the Company's stock repurchase program (Note 11), partially offset by lower average borrowing costs resulting from the June 2011 amendment of the Company's credit facility discussed below.

Other income, net, increased to \$2.3 and \$6.1 for the third quarter and first nine months of 2011, respectively, compared to \$1.3 and \$2.5, respectively, for the same periods in 2010, primarily related to interest income on higher levels of cash, cash equivalents and short-term investments.

The provision for income taxes for the third quarter and the first nine months of 2011 was at an effective rate of 23.5% and 26.3%, respectively. The 2011 third quarter provision for taxes includes a one-time tax benefit of approximately \$4.7 relating to the \$12.8 charge for the previously announced flood damage at the Company's Sidney, New York facility (Note 15) and a one-time tax benefit of \$4,500 relating to a reduction in tax expense due primarily to the completion of prior year audits. The provision for income taxes for the first nine months of 2011 included a one-time tax cost of approximately \$6.6 related to a gain of \$17.8 for the adjustment of a contingent acquisition related purchase price obligation (Note 16). The provision for income taxes for the third quarter and the first nine months of 2010 was at an effective rate of 22.8% and 23.2%, respectively. The lower rate in the third quarter and the first nine months of 2010 included \$8.4 and \$20.7, respectively, of one-time net benefits relating to reductions in international tax expense due primarily to reserve adjustments from a favorable settlement of certain tax positions and the completion of prior year audits.

The Company is present in over sixty tax jurisdictions, and at any point in time has numerous audits underway at various stages of completion. With few exceptions, the Company is subject to income tax examinations by tax authorities for the years 2008 and after. The Company is generally not able to precisely estimate the ultimate settlement amounts or timing until the close of an audit. The Company evaluates its tax positions and establishes liabilities for uncertain tax positions that may be challenged by local

authorities and may not be fully sustained, despite the Company's belief that the underlying tax positions are fully supportable. As of September 30, 2011, the amount of the liability for unrecognized tax benefits, which if recognized would impact the effective tax rate, was approximately \$21.6, the majority of which is included in other long-term liabilities in the accompanying Condensed Consolidated Balance Sheets. Unrecognized tax benefits are reviewed on an ongoing basis and are adjusted for changing facts and circumstances, including progress of tax audits and the closing of statutes of limitation. Based on information currently available, management anticipates that over the next twelve month period, audit activity could be completed and statutes of limitation may close relating to existing unrecognized tax benefits of approximately \$4.0.

Liquidity and Capital Resources

Cash flow provided by operating activities was \$396.6 in the first nine months of 2011 compared to \$264.2 in the same 2010 period. Cash flow provided by operating activities for the 2010 period includes the effect of adoption of the Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2009-16, *Accounting for Transfers of Financial Assets* ("ASU 2009-16"), which became effective January 1, 2010 and resulted in a decrease to cash flow provided by operating activities of \$82.0 in 2010. The increase in cash flow provided by operating activities for the first nine months of 2011 compared to the same 2010 period (excluding the effect of adoption of ASU 2009-16 in 2010) is primarily due to increases in net income and non-cash expenses, including depreciation and amortization and stock-based compensation, as well as an increase in other long-term assets primarily related to deferred income taxes, partially offset by an increase in components of working capital. The components of working capital as presented on the accompanying Condensed Consolidated Statements of Cash Flow increased \$125.6 in the first nine months of 2011 due primarily to an increase of \$82.4 in inventory and \$69.8 in accounts receivable, which were partially offset by increases in accounts payable and accrued liabilities of \$19.0 and \$10.9, respectively. The components of working capital increased \$109.9 in the first nine months of 2010 due primarily to an increase of \$172.4 in accounts receivable and increases of \$56.5 and \$7.6 in inventory and other current assets, respectively, which were partially offset by increases in accounts payable and accrued liabilities of \$90.9 and \$35.8, respectively.

The following describes the significant changes in the amounts as presented on the accompanying Condensed Consolidated Balance Sheets at September 30, 2011. Accounts receivable increased \$84.9 to \$803.5 reflecting higher sales levels, the impact of an acquisition made during the period and translation resulting from the comparatively weaker U.S. dollar at September 30, 2011 compared to December 31, 2010 ("Translation"). Days sales outstanding was approximately 70 days at September 30, 2011 compared to 68 days at December 31, 2010. Inventories increased \$85.6 to \$634.8 to support higher sales levels and were also impacted by an acquisition during the period and Translation. Inventory days increased from 77 at December 31, 2010 to 79 at September 30, 2011. Other current assets increased \$8.4 to \$108.6 primarily due to a receivable related to insurance recoveries as a result of the aforementioned flood at one of the Company's manufacturing facilities and Translation. Land and depreciable assets, net, decreased \$7.5 to \$359.5 primarily due to depreciation of \$75.1 and disposals of \$14.1 which included a write-off of certain flood damaged assets, partially offset by capital expenditures of \$72.0, the impact of an acquisition and Translation. Goodwill increased \$26.7 to \$1,560.0 primarily due an acquisition in the Interconnect Products and Assemblies segment made during the period. Accounts payable increased \$33.2 to \$418.2, primarily as a result of an increase in purchasing activity during the period, the impact of an acquisition and Translation. Total accrued expenses decreased \$26.0 to \$243.7 primarily due to the payment of acquisition related contingent consideration of \$40.0 partially offset by an increase in accrued income taxes of \$12.4 and Translation. Accrued pension and post-employment benefit obligations decreased \$9.1 to \$167.6, primarily due to contributions of \$20.0 mainly to the Company's U.S. defined benefit pension plan, partially offset by pension expense. Other long-term liabilities decreased \$4.4 to \$37.4 primarily due to the reduction in an acquisition related contingent payment obligation of \$17.8 in the second quarter, partially offset by an increase in deferred tax liabilities and Translation.

For the first nine months of 2011, cash flow provided by operating activities of \$396.6, net borrowings of \$459.5, proceeds from the exercise of stock options including tax benefits from stock-based payment arrangements of \$29.9, net proceeds from sales of short-term investments of \$7.6 and proceeds from disposals of fixed assets of \$7.1 were used to fund purchases of treasury stock of \$534.0, capital expenditures of \$72.0, acquisitions (net of cash acquired) of \$53.0, contingent acquisition-related obligation payments of \$40.0, payments to shareholders of noncontrolling interests of \$28.7 and dividend payments of \$7.8, which resulted in an increase in cash and cash equivalents of \$164.3. For the first nine months of 2010, cash flow provided by operating activities of \$264.2, net borrowings of \$149.8 and proceeds from the exercise of stock options including tax benefits from stock-based payment arrangements of \$24.9 were used to fund acquisition-related payments of \$164.9, capital expenditures of \$73.4, net purchases of short-term investments of \$69.1 and payments to shareholders of noncontrolling interests and dividend payments of \$22.6 and \$7.8, respectively, which resulted in an increase in cash and cash equivalents of \$95.9.

In June 2011, the Company amended its \$1,000.0 unsecured credit facility (the "Revolving Credit Facility") to reduce borrowing costs and to extend the maturity date from August 2014 to July 2016. At September 30, 2011, borrowings and availability under the Revolving Credit Facility were \$575.5 and \$424.5, respectively. As of September 30, 2011, interest on borrowings under the Revolving Credit Facility was at a spread over LIBOR. The Revolving Credit Facility requires payment of certain annual agency and

commitment fees and requires that the Company satisfy certain financial covenants. At September 30, 2011, the Company was in compliance with the financial covenants under the Revolving Credit Facility. The Company paid fees and expenses of approximately \$2.1 related to the amendment which were deferred and are being amortized as interest expense through the amended maturity date of the Revolving Credit Facility.

In November 2009, the Company issued \$600.0 principal amount of unsecured 4.75% Senior Notes due November 2014 (the “Senior Notes”) at 99.813% of their face value. Interest on the Senior Notes is payable semi-annually on May 15 and November 15 of each year to the holders of record as of the immediately preceding May 1 and November 1. The Company may, at its option, redeem some or all of the Senior Notes at any time by paying a make-whole premium, plus accrued and unpaid interest, if any, to the date of repurchase. The Senior Notes are unsecured and rank equally in right of payment with the Company’s other unsecured senior indebtedness. The fair value of the Senior Notes at September 30, 2011 was approximately \$635.0 based on recent bid prices.

A subsidiary of the Company has entered into the Receivables Securitization Facility 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 “Receivables Securitization Facility”). The Company services, administers and collects the receivables on behalf of the purchaser. The Receivables Securitization Facility includes certain covenants, provides for various events of termination and expires in May 2013. In accordance with previous accounting guidance, the receivables sold under the Receivables Securitization Facility were accounted for off-balance sheet as sales of receivables. The Company adopted FASB ASU No. 2009-16, *Accounting for Transfers of Financial Assets* (“ASU 2009-16”) on January 1, 2010. As a result, the Company no longer accounts for the value of the outstanding undivided interest held by investors under the Receivables Securitization Facility as a sale. In addition, transfers of receivables occurring on or after January 1, 2010 are reflected as debt issued in the Company’s Condensed Consolidated Statements of Cash Flow, and the value of the outstanding undivided interest held by investors at December 31, 2010 and September 30, 2011 is accounted for as a secured borrowing and is included in the Company’s Condensed Consolidated Balance Sheets as long-term debt. At September 30, 2011, borrowings under the Receivables Securitization Facility were \$87.7. Additionally, in accordance with ASU 2009-16, fees incurred in connection with the Receivables Securitization Facility are included in interest expense.

The carrying value of borrowings under the Company’s Revolving Credit Facility and Receivables Securitization Facility approximated their fair value at September 30, 2011.

The Company’s primary ongoing cash requirements will be for operating and capital expenditures, product development activities, repurchases of its common stock, funding of pension obligations, dividends and debt service. The Company may also use cash to fund all or part of the cost of acquisitions. The Company currently pays a quarterly dividend on its common stock of \$.015 per share. On October 27, 2011, the Company’s Board of Directors announced its intention to increase the quarterly dividend to \$.105 per share effective with the first quarter dividend, which will be paid in April 2012. For the three and nine months ended September 30, 2011, the Company paid dividends in the amount of \$2.5 and \$7.8, respectively, and declared dividends in the amount of \$2.5 and \$7.7, respectively. For the three and nine months ended September 30, 2010, the Company paid dividends in the amount of \$2.6 and \$7.8, respectively, and declared dividends in the amount of \$2.6 and \$7.8, respectively. The Company’s debt service requirements consist primarily of principal and interest on the Senior Notes, the Revolving Credit Facility and the Receivables Securitization Facility.

The Company’s primary sources of liquidity are internally generated cash flow, the Revolving Credit Facility, the Receivables Securitization Facility and cash, cash equivalents and short-term investments. The Company expects that ongoing cash 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 or a deterioration in the quality of the Company’s accounts receivables. However, management believes that the Company’s cash, cash equivalents and short-term investment position, ability to generate strong cash flow from operations, and availability under its Revolving Credit Facility and its Receivables Securitization Facility will allow it to meet its obligations for the next twelve months.

In January 2011, the Company announced that its Board of Directors authorized a stock repurchase program under which the Company may repurchase up to 20 million shares of its common stock during the three year period ending January 31, 2014 (the “Program”). During the nine months ended September 30, 2011, the Company repurchased approximately 10.4 million shares of its common stock for approximately \$534.0. These treasury shares have been or will be retired by the Company and common stock accumulated earnings were reduced accordingly. Through October 31, 2011, the Company has repurchased an additional .4 million shares of its common stock for \$15.9. At October 31, 2011, approximately 9.2 million additional shares of common stock may be repurchased under the Program.

For the three and nine months ended September 30, 2011, the Company made cash contributions to the Plans of \$2.3 and \$20.0, respectively, the majority of which is to the U.S. Plans. Cash contributions in subsequent years will depend on a number of factors, including the investment performance of the Plans’ assets.

Environmental Matters

Subsequent to the acquisition of Amphenol Corporation from Allied Signal Corporation (“Allied Signal”) in 1987 (Allied Signal merged with and into Honeywell International Inc. (“Honeywell”) in December 1999), the Company and Honeywell were named jointly and severally liable as potentially responsible parties in connection with several environmental cleanup sites. The Company and Honeywell jointly consented to perform certain investigations and remediation and monitoring activities at two sites, the “Route 8” landfill and the “Richardson Hill Road” landfill, and they were jointly ordered to perform work at another site, the “Sidney” landfill. All of the costs incurred relating to these three sites are currently reimbursed by Honeywell based on an agreement (the “Honeywell Agreement”) entered into in connection with the acquisition in 1987. The environmental investigation, remediation and monitoring activities identified by the Company, including those referred to above, are covered under 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.

Safe Harbor Statement

Statements in this Form 10-Q, which are other than historical facts, are intended to be “forward-looking statements” within the meaning of the Securities Exchange Act of 1934, the Private Securities Litigation Reform Act of 1995 and other related laws. While the Company believes such statements are reasonable, the actual results and effects could differ materially from those currently anticipated. Please refer to Part I, Item 1A of the Company’s Form 10-K for the year ended December 31, 2010, for some factors that could cause the actual results to differ from estimates. In providing forward-looking statements, the Company is not undertaking any duty or obligation to update these statements publicly as a result of new information, future events or otherwise.

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 Part II, Item 7A “Quantitative and Qualitative Disclosures About Market Risk” in its 2010 Annual Report on Form 10-K. As of September 30, 2011, the Company’s average LIBOR rate was 0.23%. A 10% change in the LIBOR interest rate at September 30, 2011 would have no material effect on interest expense. The Company does not expect changes in interest rates to have a material effect on income or cash flows in 2011, 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 2010 Annual Report on Form 10-K.

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

Repurchase of Equity Securities

In January 2011, the Company announced that its Board of Directors authorized a stock repurchase program under which the Company may repurchase up to 20 million shares of its common stock during the three year period ending January 31, 2014 (the “Program”). During the nine months ended September 30, 2011, the Company repurchased approximately 10.4 million shares of its common stock for approximately \$534.0. These treasury shares have been or will be retired by the Company and common stock and accumulated earnings were reduced accordingly. Through October 31, 2011, the Company has repurchased an additional .4 million shares of its common stock for \$15.9. At October 31, 2011, approximately 9.2 million additional shares of common stock may be repurchased under the Program.

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
January 1 to January 31, 2011	—	\$ —	—	—
February 1 to February 28, 2011	955,591	56.91	955,591	19,044,409
March 1 to March 31, 2011	2,397,598	55.94	2,397,598	16,646,811
April 1 to April 30, 2011	948,415	53.03	948,415	15,698,396
May 1 to May 31, 2011	1,301,785	55.10	1,301,785	14,396,611
June 1 to June 30, 2011	976,900	51.59	976,900	13,419,711
July 1 to July 31, 2011	—	—	—	13,419,711
August 1 to August 31, 2011	3,641,900	45.12	3,641,900	9,777,811
September 1 to September 30, 2011	206,200	42.17	206,200	9,571,611
Total	10,428,389	\$ 51.21	10,428,389	9,571,611

Item 3. Defaults Upon Senior Securities

None.

Item 4. Removed and Reserved

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).*
- 4.1 Indenture, dated as of November 5, 2009, between Amphenol Corporation and the Bank of New York Mellon, as trustee (filed as Exhibit 4.1 to the Form 8-K filed on November 5, 2009).*
- 4.2 Officers' Certificate, dated November 5, 2009, establishing the 4.75% Senior Notes due 2014 pursuant to the Indenture (filed as Exhibit 4.2 to the Form 8-K filed on November 5, 2009).*
- 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 Amendment to Receivables Purchase Agreement dated as of May 26, 2009 among Amphenol Funding Corp., the Company, Atlantic Asset Securitization LLC and Calyon New York Branch, as Agent (filed as Exhibit 10.2 to the June 30, 2009 10-Q).*
- 10.3 Amendment to Receivables Purchase Agreement dated as of May 25, 2010 among Amphenol Funding Corp., the Company, Atlantic Asset Securitization LLC and Calyon New York Branch, as Agent (filed as Exhibit 10.2 to the June 30, 2010 10-Q).*
- 10.4 Amendment to Receivables Purchase Agreement dated February 1, 2011 among Amphenol Funding Corp., the Company, Atlantic Asset Securitization LLC and Calyon New York Branch, as Agent (filed as Exhibit 10.4 to the December 31, 2010 10-K).*
- 10.5 Amendment to Receivables Purchase Agreement dated September 9, 2011 among Amphenol Funding Corp., the Company, Atlantic Asset Securitization LLC and Calyon New York Branch, as Agent. **
- 10.6 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).*
- 10.7 Receivables Purchase Agreement Extension Letter dated as of May 24, 2011 among Amphenol Funding Corp., the Company, Atlantic Asset Securitization LLC and Calyon New York Branch, as Agent (filed as Exhibit 10.6 to the June 30, 2011 10-Q).*
- 10.8 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).*
- 10.9 Form of 2000 Management Stockholders' Agreement as of May 24, 2007 (filed as Exhibit 10.25 to the June 30, 2007 10-Q).*
- 10.10 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).*
- 10.11 2009 Stock Purchase and Option Plan for Key Employees of Amphenol and Subsidiaries (filed as Exhibit 10.7 to the June 30, 2009 10-Q).*
- 10.12 Form of 2009 Non-Qualified Stock Option Grant Agreement dated as of May 20, 2009 (filed as Exhibit 10.8 to the June 30, 2009 10-Q).*
- 10.13 Form of 2009 Management Stockholders' Agreement dated as of May 20, 2009 (filed as Exhibit 10.9 to the June 30, 2009 10-Q).*
- 10.14 Pension Plan for Employees of Amphenol Corporation as amended and restated effective January 1, 2011 (filed as Exhibit 10.25 to the December 31, 2010 10-K).*
- 10.15 Amended and Restated Amphenol Corporation Supplemental Employee Retirement Plan (filed as Exhibit 10.24 to the December 31, 2008 10-K).*
- 10.16 Amphenol Corporation Directors' Deferred Compensation Plan (filed as Exhibit 10.11 to the December 31, 1997 10-K).*
- 10.17 The 2004 Stock Option Plan for Directors of Amphenol Corporation (filed as Exhibit 10.44 to the June 30, 2004 10-Q).*
- 10.18 The Amended 2004 Stock Option Plan for Directors of Amphenol Corporation (filed as Exhibit 10.29 to the June 30, 2008 10-Q).*
- 10.19 2010 Amphenol Corporation Management Incentive Plan (filed as Exhibit 10.33 to the December 31, 2009 10-K).*
- 10.20 2011 Amphenol Corporation Management Incentive Plan (filed as Exhibit 10.37 to the December 31, 2010 10-K).*
- 10.21 2009 Amphenol Corporation Executive Incentive Plan (filed as Exhibit 10.32 to the March 31, 2009 10-Q).*
- 10.22 Credit Agreement, dated as of August 13, 2010, 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 August 18, 2010).*

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10.23	First Amendment to Credit Agreement, dated as of June 30, 2011, among the Company, certain subsidiaries of the Company, a syndicate of financial institutions and Bank of America, N.A. acting as the administrative agent.**
10.24	Continuing Agreement for Standby Letters of Credit between the Company and Deutsche Bank dated March 4, 2009 (filed as Exhibit 10.36 to the March 31, 2009 10-Q).*
10.25	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).*
10.26	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).*
10.27	The Amphenol Corporation Employee Savings/401(k) Plan Adoption Agreement as amended and restated effective March 1, 2010 (filed as Exhibit 10.50 to the March 31, 2010 10-Q).*
10.28	The Amphenol Corporation Employee Savings/401(k) Plan Adoption Agreement as amended and restated effective July 1, 2011 (filed as Exhibit 10.51 to the June 30, 2011 10-Q).*
10.29	The Amphenol Corporation Employee Savings/401(k) Plan Adoption Agreement as amended and restated effective August 16, 2011.**
10.30	Restated Amphenol Corporation Supplemental Defined Contribution Plan.**
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. **
101.INS	XBRL Instance Document.**
101.SCH	XBRL Taxonomy Extension Schema Document.**
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.**
101.DEF	XBRL Taxonomy Extension Definition Document.**
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.**
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.**

* Incorporated herein by reference as stated.

** Filed herewith.

SIGNATURE

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

AMPHENOL CORPORATION

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

Date: November 4, 2011

AMENDMENT AGREEMENT

Dated as of September 9, 2011

by and among

AMPHENOL FUNDING CORP.,
as Seller,

AMPHENOL CORPORATION,
as Servicer,

ATLANTIC ASSET SECURITIZATION LLC,
as Conduit Purchaser,

and

CRÉDIT AGRICOLE CORPORATE
AND INVESTMENT BANK
as Administrative Agent for the Purchasers
and Related Committed Purchaser

This AMENDMENT AGREEMENT (this “Agreement”), dated as of September 9, 2011 (the “Amendment Effective Date”), is by and among Amphenol Funding Corp., a Delaware corporation, as Seller (“AFC”), Amphenol Corporation, a Delaware corporation, as Servicer (“Amphenol”), Atlantic Asset Securitization LLC, a Delaware limited liability company, as Conduit Purchaser (“Atlantic”), and Crédit Agricole Corporate and Investment Bank, f/k/a Calyon New York Branch, a French banking corporation, duly licensed under the laws of the State of New York, as Administrative Agent for the Purchasers and as the sole Related Committed Purchaser as of the date hereof (“Crédit Agricole”).

Reference is hereby made to that certain Receivables Purchase Agreement, dated as of July 31, 2006 (as amended or otherwise modified, the “Receivables Purchase Agreement”), among AFC, Amphenol, Atlantic and Crédit Agricole.

RECITALS

WHEREAS, the parties hereto entered into the Receivables Purchase Agreement, pursuant to which AFC agreed to sell to Atlantic, as Conduit Purchaser, undivided percentage ownership interests in the Pool Receivable Assets, as defined in the Receivables Purchase Agreement, and Crédit Agricole, as Committed Purchaser, agreed to purchase the Pool Receivable Assets upon Atlantic’s refusal to so purchase and the satisfaction of certain conditions set forth in the Receivables Purchase Agreement;

WHEREAS, the parties hereto wish to amend the Receivables Purchase Agreement to have all references to the Credit Agreement refer to that Credit Agreement dated as of August 13, 2010, as amended by the Amendment to the Credit Agreement, dated as of June 30, 2011, among Amphenol Corporation and certain of its subsidiaries, JPMorgan Chase Bank, N.A. as successor Administrative Agent and the lenders party thereto, as amended, restated or modified from time to time;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINED TERMS

SECTION 1.1 Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Receivables Purchase Agreement.

ARTICLE II AMENDMENTS TO THE AFFECTED DOCUMENTS

SECTION 2.1 Amendments to Receivables Purchase Agreement.

(a) The definition of Consolidated Ratio in Exhibit I to the Receivables Purchase Agreement is hereby amended in its entirety as follows:

“Consolidated Ratio” means the “Consolidated Leverage Ratio” as defined in the Credit Agreement dated as of August 13, 2010, as amended by the Amendment to the

Credit Agreement, dated as of June 30, 2011, among Amphenol Corporation and certain of its subsidiaries, JPMorgan Chase Bank, N.A. as successor Administrative Agent and the lenders party thereto, as amended, restated or modified from time to time.

(b) Clause (n) of Exhibit V to the Receivables Purchase Agreement is hereby amended in its entirety to read as follows:

(n) Amphenol Corporation shall be in breach of one or more of the financial ratio covenants in the Credit Agreement dated as of August 13, 2010, as amended by the Amendment to the Credit Agreement, dated as of June 30, 2011, among Amphenol Corporation and certain of its subsidiaries, JPMorgan Chase Bank, N.A. as successor Administrative Agent and the lenders party thereto, as such Credit Agreement may be amended, restated or modified from time to time;

ARTICLE III CONDITIONS TO EFFECTIVENESS

SECTION 3.1 Amendment Effective Date. This Agreement and the provisions contained herein shall become effective as of the date hereof, provided that Crédit Agricole shall have, in form and substance satisfactory to it, received an original counterpart (or counterparts) of this Agreement executed by each of the parties hereto.

ARTICLE IV NOTICE, CONFIRMATION, ACKNOWLEDGEMENT, RELEASE AND REPRESENTATIONS AND WARRANTIES

SECTION 4.1 Notice. Each party hereto hereby acknowledges timely notice of the execution of this Agreement and of the transactions and amendments contemplated hereby. Each party hereto hereby waives any notice requirement contained in the Transaction Documents with respect to the execution of this Agreement.

SECTION 4.2 Confirmation of the Subject Documents. The parties hereto each hereby acknowledge and agree that, except as herein expressly amended, the Receivables Purchase Agreement and each other Transaction Document are each ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms.

SECTION 4.3 Representations and Warranties. By its signature hereto, each party hereto hereby represents and warrants that, before and after giving effect to this Agreement, as follows:

(a) Its representations and warranties set forth in the Transaction Documents (as amended hereby) are true and correct as if made on the date hereof, except to the extent they expressly relate to an earlier date, and except for matters that have been disclosed to Crédit Agricole in writing; and

(b) No Termination Event (as defined in the Receivables Purchase Agreement) has occurred and is continuing.

ARTICLE V
MISCELLANEOUS

SECTION 5.1 GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

SECTION 5.2 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same agreement.

SECTION 5.3 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO WAIVES THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. EACH OF THE PARTIES HERETO AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, EACH OF THE PARTIES HERETO FURTHER AGREES THAT ITS RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING THAT SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

SECTION 5.4 Entire Agreement. This Agreement, the Receivables Purchase Agreement, as amended by this Agreement, and the other Transaction Documents, as amended by this Agreement, embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

SECTION 5.5 Headings. The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation hereof or thereof.

SECTION 5.6 Severability. If any provision of this Agreement, or the application thereof to any party or any circumstance, is held to be unenforceable, invalid or illegal (in whole or in part) for any reason (in any jurisdiction), the remaining terms of this Agreement, modified by the deletion of the unenforceable, invalid or illegal portion (in any relevant jurisdiction), will continue in full force and effect, and such unenforceability, invalidity or illegality will not otherwise affect the enforceability, validity or legality of the remaining terms of this Agreement so long as this Agreement, as so modified, continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the deletion of such portion

of this Agreement will not substantially impair the respective expectations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties.

SECTION 5.7 SUBMISSION TO JURISDICTION. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK; AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO. EACH OF THE PARTIES HERETO WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH SERVICE MAY BE MADE BY ANY OTHER MEANS PERMITTED BY NEW YORK LAW.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

AMPHENOL FUNDING CORP.,
as Seller

By: _____
Name:
Title:

Address:
358 Hall Avenue
Wallingford, Connecticut 06492
Attention: Treasurer
Facsimile: (203) 265-8623

AMPHENOL CORPORATION,
individually and as Servicer

By: _____
Name:
Title:

Address:
358 Hall Avenue
Wallingford, Connecticut 06492
Attention: Treasurer
Facsimile: (203) 265-8623

ATLANTIC ASSET SECURITIZATION LLC,
as Conduit Purchaser

By: CRÉDIT AGRICOLE CORPORATE AND
INVESTMENT BANK,
as Attorney-in-fact

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:
Deric Bradford
c/o Crédit Agricole Corporate and Investment Bank
1301 Avenue of the Americas, 17th Floor
New York, NY 10019
Phone: 212-261-3470
Facsimile: 917-849-5584

CRÉDIT AGRICOLE CORPORATE AND
INVESTMENT BANK,
as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:
Deric Bradford
c/o Crédit Agricole Corporate and Investment Bank
1301 Avenue of the Americas, 17th Floor
New York, NY 10019
Phone: 212-261-3470
Facsimile: 917-849-5584

CRÉDIT AGRICOLE CORPORATE AND
INVESTMENT BANK,
as a Related Committed Purchaser for Atlantic Asset Securitization
LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:
Deric Bradford
c/o Crédit Agricole Corporate and Investment Bank
1301 Avenue of the Americas, 17th Floor
New York, NY 10019
Phone: 212-261-3470
Facsimile: 917-849-5584

**VOLUME SUBMITTER
DEFINED CONTRIBUTION PLAN**

(PROFIT SHARING/401(K) PLAN)

A FIDELITY VOLUME SUBMITTER PLAN

**Adoption Agreement No. 001
For use With
Fidelity Basic Plan Document No. 14**

Plan Number 85085
The CORPORATEplan for Retirement SM
Volume Submitter Defined Contribution Plan

85085-1313166701

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**ADOPTION AGREEMENT
ARTICLE 1
PROFIT SHARING/401(K) PLAN**

1.01 PLAN INFORMATION

(a) *Name of Plan :*

This is the Amphenol Corporation Employee Savings/401(k) Plan (the "Plan")

(b) *Type of Plan :*

- (1) ☐ 401(k) Only
(2) ☒ 401(k) and Profit Sharing
(3) ☐ Profit Sharing Only

(c) *Administrator Name (if not the Employer):*

(d) *Plan Year End* (month/day) : 12/31

(e) *Three Digit Plan Number* : 010

(f) *Limitation Year* (check one):

- (1) ☐ Calendar Year
(2) ☒ Plan Year
(3) ☐ Other: _____

(g) *Plan Status* (check appropriate box(es)):

- (1) Adoption Agreement Effective Date: 08/16/2011

Note: The effective date specified above must be after the last day of the 2001 Plan Year.

- (2) The Adoption Agreement Effective Date is:

- (A) ☐ A new Plan Effective Date
(B) ☒ An amendment Effective Date (check one):
(i) ☒ an amendment and restatement of this Basic Plan Document No. 14 and its Adoption Agreement previously executed by the Employer;
(ii) ☐ a conversion from Fidelity Basic Plan Document No. 02 and its Adoption Agreement to Basic Plan Document No. 14 and its Adoption Agreement; or
(iii) ☐ a conversion to Basic Plan Document No. 14 and its Adoption Agreement.

The original effective date of the Plan: 1/1/1990

- (3) ☐ **Special Effective Dates.** Certain provisions of the Plan shall be effective as of a date other than the date specified in Subsection 1.01(g)(1) above. Please complete the Special Effective Dates Addendum to the Adoption Agreement indicating the affected provisions and their effective dates.

- (4) ☒ **Plan Merger Effective Dates.** Certain plan(s) were merged into the Plan on or after the date specified in Subsection 1.01(g)(1) above. The merged plans are listed in the Plan Mergers Addendum. Please complete the appropriate subsection(s) of the Plan Mergers Addendum to the Adoption Agreement indicating the plan(s) that have merged into the Plan and the effective date(s) of such merger(s).
- (5) ☐ **Frozen Plan.** The Plan is currently frozen. Unless the Plan is amended in the future to provide otherwise, no further contributions shall be made to the Plan. Plan assets will continue to be held on behalf of Participants and their Beneficiaries until distributed in accordance with the Plan terms. *(If this provision is selected, it will override any conflicting provision selected in the Adoption Agreement.)*

Note: While the Plan is frozen, no further contributions, including Deferral Contributions, Employee Contributions, and Rollover Contributions, may be made to the Plan and no employee who is not already a Participant in the Plan may become a Participant.

1.02 EMPLOYER

(a) **Employer Name :** Amphenol Corporation

- (1) Employer's Tax Identification Number: 22-2785165
- (2) Employer's fiscal year end: 12/31

(b) **The term "Employer" includes the following participating employers** (choose one) :

- (1) ☐ No other employers participate in the Plan.
- (2) ☒ Certain other employers participate in the Plan. Please complete the Participating Employers Addendum.

1.03 TRUSTEE

(a) **Trustee Name :** Fidelity Management Trust Company

Address: 82 Devonshire Street
Boston, MA 02109

1.04 COVERAGE

All Employees who meet the conditions specified below shall be eligible to participate in the Plan :

(a) **Age Requirement (check one):**

- (1) ☒ no age requirement.
- (2) ☐ must have attained age: ____ (not to exceed 21).

(b) **Eligibility Service Requirement(s) -** There shall be no eligibility service requirements for contributions to the Plan unless selected below **(check one):**

- (1) ☐ ____ (not to exceed 365) days of Eligibility Service requirement (no minimum Hours of Service can be required)
- (2) ☐ ____ (not to exceed 12) months of Eligibility Service requirement (no minimum Hours of Service can be required)
- (3) ☐ one year of Eligibility Service requirement (at least ____ (not to exceed 1,000) Hours of Service are required during the Eligibility Computation Period)

- (4) ☐ two years of Eligibility Service requirement (at least ____ **(not to exceed 1,000)** Hours of Service are required during each Eligibility Computation Period) ***(If Option 1.07(a) is elected, only one year of Eligibility Service is required for Deferral Contributions.)***

Note: If the Employer selects the two year Eligibility Service requirement, then contributions subject to such Eligibility Service requirement must be 100% vested when made.

- (5) ☐ **Hours of Service Crediting.** Hours of Service will be credited in accordance with the equivalency selected in the Hours of Service Equivalencies Addendum rather than in accordance with the equivalency described in Subsection 2.01(dd) of the Basic Plan Document. Please complete the Hours of Service Equivalencies Addendum.

(c) **Eligibility Computation Period** - The Eligibility Computation Period is the 12-consecutive-month period beginning on an Employee's Employment Commencement Date and each 12-consecutive-month period beginning on an anniversary of his Employment Commencement Date.

(d) **Eligible Class of Employees :**

- (1) Generally, the Employees eligible to participate in the Plan are (choose one):

(A) ☒ all Employees of the Employer.

(B) ☐ only Employees of the Employer who are covered by (choose one):

(i) ☐ any collective bargaining agreement with the Employer, provided that the agreement requires the employees to be included under the Plan .

(ii) ☐ the following collective bargaining agreement(s) with the Employer:

- (2) ☒ Notwithstanding the selection in Subsection 1.04(d)(1) above, certain Employees of the Employer are excluded from participation in the Plan (check the appropriate box(es)):

Note : Certain employees (e.g., residents of Puerto Rico) are excluded automatically pursuant to Subsection 2.01(s) of the Basic Plan Document, regardless of the Employer's selection under this Subsection 1.04(d)(2).

(A) ☐ employees covered by a collective bargaining agreement, unless the agreement requires the employees to be included under the Plan. ***(Do not choose if Option 1.04(d)(1)(B) is selected above.)***

(B) ☐ Highly Compensated Employees as defined in Subsection 2.01(cc) of the Basic Plan Document.

(C) ☒ Leased Employees as defined in Subsection 2.01(ff) of the Basic Plan Document.

(D) ☒ nonresident aliens who do not receive any earned income from the Employer which constitutes United States source income.

(E) ☒ other:

An Employee of a division, location or business unit of an Employer that does not participate in the plan (The following divisions, locations, or business units of Amphenol Corporation participate in the plan: Amphenol Aerospace Operations-except for Amphenol Backplane Systems division; Amphenol RF-Danbury; Amphenol Spectra Strip Operations; Amphenol Fiber Optics Products, Amphenol-Tuchel Electronics; Amphenol Nexus Technologies; Amphenol AssembleTech. Without

limitation, Amphenol TCS is not a participating division, location or business unit of an Employer.) 2). Employees covered by a collective bargaining agreement unless such agreement expressly provides for participation in this plan. 3). An Employee designated by the Employer as a member of the substitute workforce, as distinguished from a regular full-time or part-time employee, that is a separate employment classification based on availability of work.

Note : The eligible group defined above must be a definitely determinable group and cannot be subject to the discretion of the Employer. In addition, the design of the classifications cannot be such that the only Non-Highly Compensated Employees benefiting under the Plan are those with the lowest compensation and/or the shortest periods of service and who may represent the minimum number of such employees necessary to satisfy coverage under Code Section 410(b).

- (i) ☐ Notwithstanding this exclusion, any Employee who is excluded from participation solely because he is in a group described below shall become an Eligible Employee eligible to participate in the Plan on the Entry Date coinciding with or immediately following the date on which he first satisfies the following requirements: (I) he attains age 21 and (II) he completes at least 1,000 Hours of Service during an Eligibility Computation Period. This Subsection 1.04(d)(2)(E)(i) applies to the following excluded Employees ***(Must choose if an exclusion in (E) above directly or indirectly imposes an age and/or service requirement for participation, for example by excluding part-time or temporary employees):***
-
-
-

Note : The Employer should exercise caution when excluding employees from participation in the Plan. Exclusion of employees may adversely affect the Plan's satisfaction of the minimum coverage requirements, as provided in Code Section 410(b).

(e) **Entry Date(s)** - The Entry Date(s) shall be **(check one)**:

- (1) ☐ the first day of each Plan Year and the first day of the seventh month of each Plan Year
- (2) ☐ the first day of each Plan Year and the first day of the fourth, seventh, and tenth months of each Plan Year
- (3) ☒ the first day of each month
- (4) ☐ immediate upon meeting the eligibility requirements specified in Subsections 1.04(a) and 1.04(b)
- (5) ☐ the first day of each Plan Year (Do not select if there is an Eligibility Service requirement of more than six months in Subsection 1.04(b) for the type(s) of contribution or if there is an age requirement of more than 20 1/2 in Subsection 1.04(a) for the type(s) of contribution.)

Note: If another plan is merged into the Plan, the Plan may provide on the Plan Mergers Addendum that the effective date of the merger is also an Entry Date with respect to certain Employees.

- (f) **Date of Initial Participation** - An Employee shall become a Participant unless excluded by Subsection 1.04(d) above on the Entry Date coinciding with or immediately following the date the Employee completes the service and age requirement(s) in Subsections 1.04(a) and (b), if any, except (check one):

- (1) ☒ no exceptions.
- (2) ☐ Employees employed on _____ **(insert date)** shall become Participants on that date.
- (3) ☐ Employees who meet the age and service requirement(s) of Subsections 1.04(a) and (b) on _____ **(insert date)** shall become Participants on that date.

1.05 **COMPENSATION**

Compensation for purposes of determining contributions shall be as defined in Subsection 2.01(k) of the Basic Plan Document, modified as provided below.

- (a) **Compensation Exclusions** - Compensation shall exclude the item(s) selected below.

- (1) ☐ No exclusions.
- (2) ☐ Overtime pay.
- (3) ☐ Bonuses.
- (4) ☐ Commissions.
- (5) ☒ The value of restricted stock or of a qualified or a non-qualified stock option granted to an Employee by the Employer to the extent such value is includable in the Employee's taxable income.
- (6) ☒ Severance pay received prior to termination of employment. *(Severance pay received following termination of employment is always excluded for purposes of contributions.)*

Note : If the Employer selects an option, other than (1) above, with respect to Nonelective Employer Contributions, Compensation must be tested to show that it meets the requirements of Code Section 414(s) or the allocations must be tested to show that they meet the general test under regulations issued under Code Section 401(a)(4). These exclusions shall not apply for purposes of the "Top-Heavy" requirements in Section 15.03, for allocating safe harbor Matching Employer Contributions if Subsection 1.11(a)(3) is selected, for allocating safe harbor Nonelective Employer Contributions if Subsection 1.12(a)(3) is selected, or for allocating non-safe harbor Nonelective Employer Contributions if the Integrated Formula is elected in Subsection 1.12(b)(2).

- (b) **Compensation for the First Year of Participation** - Contributions for the Plan Year in which an Employee first becomes a Participant shall be determined based on the Employee's Compensation as provided below. (Complete by checking the appropriate boxes.)

- (1) ☐ Compensation for the entire Plan Year. (Complete (A) below, if applicable, with regard to the initial Plan Year of the Plan.)
- (A) ☐ For purposes of determining the amount of Nonelective Employer Contributions, other than 401(k) Safe Harbor Nonelective Employer Contributions, for all Employees who become Active Participants during the initial Plan Year, Compensation for the 12-month period ending on the last day of the initial Plan Year shall be used.
- (2) ☒ Only Compensation for the portion of the Plan Year in which the Employee is eligible to participate in the Plan. (Complete (A) below, if applicable, with regard to the initial Plan Year of the Plan.)

- (A) ☐ For purposes of determining the amount of Nonelective Employer Contributions, other than 401(k) Safe Harbor Nonelective Employer Contributions, for those Employees who become Active Participants on the Effective Date of the Plan, Compensation for the 12-month period ending on the last day of the initial Plan Year shall be used. For all other Employees, only Compensation for the period in which they are eligible shall be used.

1.06 TESTING RULES

- (a) **ADP/ACP Present Testing Method** - The testing method for purposes of applying the “ADP” and “ACP” tests described in Sections 6.03 and 6.06 of the Basic Plan Document shall be the (check one):
- (1) ☒ **Current Year Testing Method** - The “ADP” or “ACP” of Highly Compensated Employees for the Plan Year shall be compared to the “ADP” or “ACP” of Non-Highly Compensated Employees for the same Plan Year. *(Must choose if Option 1.11(a)(3), 401(k) Safe Harbor Matching Employer Contributions, or Option 1.12(a)(3), 401(k) Safe Harbor Formula, with respect to Nonelective Employer Contributions is checked.)*
- (2) ☐ **Prior Year Testing Method** - The “ADP” or “ACP” of Highly Compensated Employees for the Plan Year shall be compared to the “ADP” or “ACP” of Non-Highly Compensated Employees for the immediately preceding Plan Year. *(Do not choose if Option 1.10(a)(1), alternative allocation formula for Qualified Nonelective Contributions.)*
- (3) ☐ Not applicable. *(Only if Option 1.01(b)(3), Profit Sharing Only, is checked and Option 1.08(a)(1), Future Employee Contributions, and Option 1.11(a), Matching Employer Contributions, are not checked or Option 1.04(d)(2)(B), excluding all Highly Compensated Employees from the eligible class of Employees, is checked.)*
- Note:** Restrictions apply on elections to change testing methods.
- (b) **First Year Testing Method** - If the first Plan Year that the Plan, other than a successor plan, permits Deferral Contributions or provides for either Employee or Matching Employer Contributions, occurs on or after the Effective Date specified in Subsection 1.01(g), the “ADP” and/or “ACP” test for such first Plan Year shall be applied using the actual “ADP” and/or “ACP” of Non-Highly Compensated Employees for such first Plan Year, unless otherwise provided below.
- (1) ☐ The “ADP” and/or “ACP” test for the first Plan Year that the Plan permits Deferral Contributions or provides for either Employee or Matching Employer Contributions shall be applied assuming a 3% “ADP” and/or “ACP” for Non-Highly Compensated Employees. *(Do not choose unless Plan uses prior year testing method described in Subsection 1.06(a)(2).)*
- (c) **HCE Determinations: Look Back Year** - The look back year for purposes of determining which Employees are Highly Compensated Employees shall be the 12-consecutive-month period preceding the Plan Year unless otherwise provided below.
- (1) ☐ **Calendar Year Determination** - The look back year shall be the calendar year beginning within the preceding Plan Year. *(Do not choose if the Plan Year is the calendar year.)*
- (d) **HCE Determinations: Top Paid Group Election** - All Employees with Compensation exceeding the dollar amount specified in Code Section 414(q)(1)(B)(i) adjusted pursuant to Code Section 415(d) (e.g., \$95,000 for “determination years” beginning in 2005 and “look-back years” beginning in 2004) shall be considered Highly Compensated Employees, unless Top Paid Group Election below is checked.
- (1) ☒ **Top Paid Group Election** - Employees with Compensation exceeding the dollar amount specified in Code Section 414(q)(1)(B)(i) adjusted pursuant to Code Section 415(d) (e.g.,

\$95,000 for “determination years” beginning in 2005 and “look-back years” beginning in 2004 shall be considered Highly Compensated Employees only if they are in the top paid group (the top 20% of Employees ranked by Compensation).

Note: Plan provisions for Sections 1.06(c) and 1.06(d) must apply consistently to all retirement plans of the Employer for determination years that begin with or within the same calendar year (except that Option 1.06(c)(1), Calendar Year Determination, shall not apply to calendar year plans).

1.07 DEFERRAL CONTRIBUTIONS

- (a) ☒ **Deferral Contributions** - Participants may elect to have a portion of their Compensation contributed to the Plan on a before-tax basis pursuant to Code Section 401(k). Pursuant to Subsection 5.03(a) of the Basic Plan Document, if Catch-Up Contributions are selected below, the Plan’s deferral limit is 75%, unless the Employer elects an alternative deferral limit in Subsection 1.07(a)(1)(A) below. If Catch-Up Contributions are selected below, and the Employer has specified a percentage in Subsection 1.07(a)(1)(A) that is less than 75%, a Participant eligible to make Catch-Up Contributions shall (subject to the statutory limits in Treasury Regulation Section 1.414-1(b)(1)(i)) in any event be permitted to contribute in excess of the specified deferral limit up to 100% of the Participant’s “effectively available Compensation” (*i.e.*, Compensation available after other withholding), as required by Treasury Regulation Section 1.414(v)-1(e)(1)(ii)(B).
- (1) **Regular Contributions** - The Employer shall make a Deferral Contribution in accordance with Section 5.03 of the Basic Plan Document on behalf of each Participant who has an executed salary reduction agreement in effect with the Employer for the payroll period in question. Such Deferral Contribution shall not exceed the deferral limit specified in Subsection 5.03(a) of the Basic Plan Document or in Subsection 1.07(a)(1)(A) below, as applicable. Check and complete the appropriate box(es), if any.
- (A) ☒ The deferral limit is **60 %** (*must be a whole number multiple of one percent*) of Compensation. (*Unless a different deferral limit is specified, the deferral limit shall be 75%. If Option 1.07(a)(4), Catch-Up Contributions, is selected below, complete only if deferral limit is other than 75%.*)
- (B) ☐ Instead of specifying a percentage of Compensation, a Participant’s salary reduction agreement may specify a dollar amount to be contributed each payroll period, provided such dollar amount does not exceed the maximum percentage of Compensation specified in Subsection 5.03(a) of the Basic Plan Document or in Subsection 1.07(a)(1)(A) above, as applicable.
- (C) A Participant may increase or decrease, on a prospective basis, his salary reduction agreement percentage or, if Roth 401(k) Contributions are selected in Subsection 1.07(a)(5) below, the portion of his Deferral Contributions designated as Roth 401(k) Contributions (check one):
- (i) ☐ as of the beginning of each payroll period.
 - (ii) ☒ as of the first day of each month.
 - (iii) ☐ as of each Entry Date . (*Do not select if immediate entry is elected with respect to Deferral Contributions in Subsection 1.04(e).*)
 - (iv) ☐ as of the first day of each calendar quarter.
 - (v) ☐ as of the first day of each Plan Year.
 - (vi) ☐ other. (Specify, but must be at least once per Plan Year).

Note: Notwithstanding the Employer's election hereunder, if Option 1.11(a)(3), 401(k) Safe Harbor Matching Employer Contributions, or Option 1.12(a)(3), 401(k) Safe Harbor Formula, with respect to Nonelective Employer Contributions is checked, the Plan provides that an Active Participant may change his salary reduction agreement percentage for the Plan Year within a reasonable period (not fewer than 30 days) of receiving the notice described in Section 6.09 of the Basic Plan Document.

(D) A Participant may revoke, on a prospective basis, a salary reduction agreement at any time upon proper notice to the Administrator but in such case may not file a new salary reduction agreement until (check one):

- (i) ☐ the beginning of the next payroll period.
 - (ii) ☐ the first day of the next month.
 - (iii) ☒ the next Entry Date . *(Do not select if immediate entry is elected with respect to Deferral Contributions in Subsection 1.04(e).)*
 - (iv) ☐ as of the first day of each calendar quarter.
 - (v) ☐ as of the first day of each Plan Year.
 - (vi) ☐ other. (Specify, but must be at least once per Plan Year).
-
-

(2) ☒ **Additional Deferral Contributions** - The Employer shall allow a Participant upon proper notice and approval to enter into a special salary reduction agreement to make additional Deferral Contributions in an amount up to 100% of their effectively available Compensation for the payroll period(s) designated by the Employer.

(3) ☒ **Bonus Contributions** - The Employer shall allow a Participant upon proper notice and approval to enter into a special salary reduction agreement to make Deferral Contributions in an amount up to 100% of any Employer paid cash bonuses designated by the Employer on a uniform and nondiscriminatory basis that are made for such Participants during the Plan Year. The Compensation definition elected by the Employer in Subsection 1.05 (a) must include bonuses if bonus contributions are permitted. Unless a Participant has entered into a special salary reduction agreement with respect to bonuses, the percentage deferred from any Employer paid cash bonus shall be (check (A) or (B) below):

(A) ☐ Zero.

(B) ☒ The same percentage elected by the Participant for his regular contributions in accordance with Subsection 1.07(a)(1) above or deemed to have been elected by the Participant in accordance with Option 1.07(a)(6) below.

Note: A Participant's contributions under Subsection 1.07(a)(2) and/or (3) may not cause the Participant to exceed the percentage limit specified by the Employer in Subsection 1.07(a)(1)(A) for the full Plan Year. If the Administrator anticipates that the Plan will not satisfy the "ADP" and/or "ACP" test for the year, the Administrator may reduce the rate of Deferral Contributions of Participants who are Highly Compensated Employees to an amount objectively determined by the Administrator to be necessary to satisfy the "ADP" and/or "ACP" test.

- (4) ☒ **Catch -Up Contributions** - The following Participants who have attained or are expected to attain age 50 before the close of the calendar year will be permitted to make Catch-Up Contributions to the Plan, as described in Subsection 5.03(a) of the Basic Plan Document:

- (A) ☒ All such Participants.
- (B) ☐ All such Participants except those covered by a collective-bargaining agreement under which retirement benefits were a subject of good faith bargaining unless the bargaining agreement specifically provides for Catch-Up Contributions to be made on behalf of such Participants.

Note: The Employer must **not** select Option 1.07(a)(4) above unless all “applicable plans” (except any plan that is qualified under Puerto Rican law or that covers only employees who are covered by a collective bargaining agreement under which retirement benefits were a subject of good faith bargaining) maintained by the Employer and by any other employer that is treated as a single employer with the Employer under Code Section 414(b), (c), (m), or (o) also permit Catch-Up Contributions in the same dollar amount. An “applicable plan” is any 401(k) plan or any SIMPLE IRA plan, SEP, plan or contract that meets the requirements of Code Section 403(b), or Code Section 457 eligible governmental plan that provides for elective deferrals.

- (5) ☐ **Roth 401(k) Contributions.** Participants shall be permitted to irrevocably designate pursuant to Subsection 5.03(b) of the Basic Plan Document that a portion or all of the Deferral Contributions made under this Subsection 1.07(a) are Roth 401(k) Contributions that are includable in the Participant’s gross income at the time deferred .

- (6) ☐ **Automatic Enrollment Contributions.** Beginning on the effective date of this paragraph (6) (the “Automatic Enrollment Effective Date”) and subject to the remainder of this paragraph (6), unless an Eligible Employee affirmatively elects otherwise, his Compensation will be reduced by ____% (the “Automatic Enrollment Rate”), such percentage to be increased in accordance with Option 1.07(b) (if applicable), for each payroll period in which he is an Active Participant, beginning as indicated in Subsection 1.07(a)(6)(A) below, and the Employer will make a pre-tax Deferral Contribution in such amount on the Participant’s behalf in accordance with the provisions of Subsection 5.03(c) of the Basic Plan Document (an “Automatic Enrollment Contribution”).

- (A) With respect to an affected Participant, Automatic Enrollment Contributions will begin as soon as administratively feasible on or after (check one):

- (i) ☐ The Participant’s Entry Date.
- (ii) ☐ ____ (minimum of 30) days following the Participant’s date of hire, but no sooner than the Participant’s Entry Date.

Within a reasonable period ending no later than the day prior to the date Compensation subject to the reduction would otherwise become available to the Participant, an Eligible Employee may make an affirmative election not to have Automatic Enrollment Contributions made on his behalf. If an Eligible Employee makes no such affirmative election, his Compensation shall be reduced and Automatic Enrollment Contributions will be made on his behalf in accordance with the provisions of this paragraph (6), and Option 1.07(b) if applicable, until such Active Participant elects to change or revoke such Deferral Contributions as provided in Subsection 1.07(a)(1)(C) or (D). Automatic Enrollment Contributions shall be made only on behalf of Active Participants who are first hired by the Employer on or after the Automatic Enrollment Effective Date and do not have a Reemployment Commencement Date, unless otherwise provided below.

- (B) ☐ Additionally, unless such affected Participant affirmatively elects otherwise within the reasonable period established by the Plan Administrator, Automatic Enrollment

Contributions will be made with respect to the Employees described below. (Check all that apply.)

- (i) ☐ **Inclusion of Previously Hired Employees** . On the later of the date specified in Subsection 1.07(a)(6)(A) with regard to such Eligible Employee or as soon as administratively feasible on or after the 30th day following the Notification Date specified in Subsection 1.07(a)(6)(B)(i) (I) below, Automatic Enrollment Contributions will begin for the following Eligible Employees who were hired before the Automatic Enrollment Effective Date and have not had a Reemployment Commencement Date. (Complete (I), check (II) or (III), and complete (IV), if applicable.)
- (I) Notification Date: _____. (Date must be on or after the Automatic Enrollment Effective Date.)
- (II) ☐ Unless otherwise elected in Subsection 1.07(a)(6)(B)(i)(IV) below, all such Employees who have never had a Deferral Contribution election in place.
- (III) ☐ Unless otherwise elected in Subsection 1.07(a)(6)(B)(i)(IV) below, all such Employees who have never had a Deferral Contribution election in place and were hired by the Employer before the Automatic Enrollment Effective Date, but on or after the following date: _____.
- (IV) ☐ In addition to the group of Employees elected in Subsection 1.07(a)(6)(B)(i)(II) or (III) above, any Employee described in Subsection 1.07(a)(6)(B)(i)(II) or (III) above, as applicable, even if he has had a Deferral Contribution election in place previously, provided he is not suspended from making Deferral Contributions pursuant to the Plan and has a deferral rate of zero on the Notification Date.
- (ii) ☐ **Inclusion of Rehired Employees** . Unless otherwise stated herein, each Eligible Employee having a Reemployment Commencement Date on the date indicated in Subsection 1.07(a)(6)(A) above. If Subsection 1.07(a)(6)(B)(i)(III) is selected, only such Employees with a Reemployment Commencement on or after the date specified in Subsection 1.07(a)(6)(B)(i)(III) will be automatically enrolled. If Subsection 1.07(a)(6)(B)(i) is not selected, only such Employees with a Reemployment Commencement on or after the Automatic Enrollment Effective Date will be automatically enrolled. If Subsection 1.07(a)(6)(A)(ii) has been elected above, for purposes of Subsection 1.07(a)(6)(A) only, such Employee's Reemployment Commencement Date will be treated as his date of hire.

- (b) ☐ **Automatic Deferral Increase : (Choose only if Automatic Enrollment Contributions are selected in Option 1.07(a)(6) above)** - Unless an Eligible Employee affirmatively elects otherwise after receiving appropriate notice, Deferral Contributions for each Active Participant having Automatic Enrollment Contributions made on his behalf shall be increased annually by the whole percentage of Compensation stated in Subsection 1.07(b)(1) below until the deferral percentage stated in Subsection 1.07(a)(1) is reached (except that the increase will be limited to only the percentage needed to reach the limit stated in Subsection 1.07(a)(1), if applying the percentage in Subsection 1.07(b)(1) would exceed the limit stated in Subsection 1.07(a)(1)), unless the Employer has elected a lower percentage limit in Subsection 1.07(b)(2) below.

- (1) Increase by _____% **(not to exceed 10%)** of Compensation. Such increased Deferral Contributions shall be pre-tax Deferral Contributions.

- (2) ☐ Limited to _____% of Compensation **(not to exceed the percentage indicated in Subsection 1.07(a)(1)).**

- (3) Notwithstanding the above, the automatic deferral increase shall not apply to a Participant within the first six months following the date upon which Automatic Enrollment Contributions begin for such Participant.

1.08 EMPLOYEE CONTRIBUTIONS (AFTER TAX-CONTRIBUTIONS)

- (a) ☐ ***Future Employee Contributions*** - Participants may make voluntary, non-deductible, after-tax Employee Contributions pursuant to Section 5.04 of the Basic Plan Document. The Employee Contribution made on behalf of an Active Participant each payroll period shall not exceed the contribution limit specified in Subsection 1.08(a)(1) below.
- (1) The contribution limit is _____% **(must be a whole number multiple of one percent)** of Compensation.
- (b) ☐ ***Frozen Employee Contributions*** - Participants may not currently make after-tax Employee Contributions to the Plan, but the Employer does maintain frozen Employee Contributions Accounts.

1.09 ROLLOVER CONTRIBUTIONS

- (a) ☒ ***Rollover Contributions*** - Employees may roll over eligible amounts from other qualified plans to the Plan subject to the additional following requirements:
- (1) ☐ The Plan will not accept rollovers of after-tax employee contributions.
- (2) ☒ The Plan will not accept rollovers of designated Roth contributions. **(Must be selected if Roth 401(k) Contributions are not elected in Subsection 1.07(a)(5).)**

1.10 QUALIFIED NONELECTIVE EMPLOYER CONTRIBUTIONS

- (a) ***Qualified Nonelective Employer Contributions*** — If any of the following Options is checked: 1.07(a), Deferral Contributions, 1.08(a)(1), Future Employee Contributions or 1.11(a), Matching Employer Contributions, the Employer may contribute an amount which it designates as a Qualified Nonelective Employer Contribution to be included in the “ADP” or “ACP” test. Unless otherwise provided below, Qualified Nonelective Employer Contributions shall be allocated to all Participants who were eligible to participate in the Plan at any time during the Plan Year and are Non-Highly Compensated Employees in the ratio which each such Participant’s “testing compensation”, as defined in Subsection 6.01(r) of the Basic Plan Document, for the Plan Year bears to the total of all such Participants’ “testing compensation” for the Plan Year.
- (1) ☒ Qualified Nonelective Employer Contributions shall be allocated only among those Participants who are Non-Highly Compensated Employees and are designated by the Employer as eligible to receive a Qualified Nonelective Employer Contribution for the Plan Year. The amount of the Qualified Nonelective Employer Contribution allocated to each such Participant shall be as designated by the Employer, but not in excess of the “regulatory maximum.” The “regulatory maximum” means 5% (10% for Qualified Nonelective Contributions made in connection with the Employer’s obligation to pay prevailing wages under the Davis-Bacon Act) of the “testing compensation” for such Participant for the Plan Year. The “regulatory maximum” shall apply separately with respect to Qualified Nonelective Contributions to be included in the “ADP” test and Qualified Nonelective Contributions to be included in the “ACP” test. **(Cannot be selected if the Employer has elected prior year testing in Subsection 1.06(a)(2).)**

1.11 MATCHING EMPLOYER CONTRIBUTIONS

- (a) ☐ **Matching Employer Contributions** - The Employer shall make Matching Employer Contributions on behalf of each of its “eligible” Participants as provided in this Section 1.11. For purposes of this Section 1.11, an “eligible” Participant means any Participant who is an Active Participant during the Contribution Period and who satisfies the requirements of Subsection 1.11(e) or Section 1.13. (Check one):

- (1) ☐ **Non-Discretionary Matching Employer Contributions** - The Employer shall make a Matching Employer Contribution on behalf of each “eligible” Participant in an amount equal to the following percentage of the eligible contributions made by the “eligible” Participant during the Contribution Period (complete all that apply):

- (A) ☐ Flat Percentage Match :

(i) _____ % to all “eligible” Participants.

- (B) ☐ Tiered Match: _____ % of the first _____ % of the “eligible” Participant’s Compensation contributed to the Plan,

_____ % of the next _____ % of the “eligible” Participant’s Compensation contributed to the Plan,

_____ % of the next _____ % of the “eligible” Participant’s Compensation contributed to the Plan.

Note: The group of “eligible” Participants benefiting under each match rate must satisfy the nondiscriminatory coverage requirements of Code Section 410(b).

- (C) ☐ Limit on Non-Discretionary Matching Employer Contributions (check the appropriate box(es)):

- (i) ☐ Contributions in excess of _____ % of the “eligible” Participant’s Compensation for the Contribution Period shall not be considered for non-discretionary Matching Employer Contributions.

Note: If the Employer elected a percentage limit in (i) above and requested the Trustee to account separately for matched and unmatched Deferral and/or Employee Contributions made to the Plan, the non-discretionary Matching Employer Contributions allocated to each “eligible” Participant must be computed, and the percentage limit applied, based upon each payroll period.

- (ii) ☐ Matching Employer Contributions for each “eligible” Participant for each Plan Year shall be limited to \$ _____.

- (2) ☐ **Discretionary Matching Employer Contributions** - The Employer may make a discretionary Matching Employer Contribution on behalf of each “eligible” Participant in accordance with Section 5.08 of the Basic Plan Document in an amount equal to a percentage of the eligible contributions made by each “eligible” Participant during the Contribution Period. Discretionary Matching Employer Contributions may be limited to match only contributions up to a specified percentage of Compensation or limit the amount of the match to a specified dollar amount.

Note: If the Matching Employer Contribution made in accordance with this Subsection 1.11(a)(2) matches different percentages of contributions for different groups of “eligible” Participants, it may need to be tested to show that it meets the requirements of Code Section 401(a)(4), nondiscrimination in benefits, rights, and features.

- (A) ☐ 4% Limitation on Discretionary Matching Employer Contributions for Deemed Satisfaction of “ACP” Test - In no event may the dollar amount of the discretionary

Matching Employer Contribution made on an “eligible” Participant’s behalf for the Plan Year exceed 4% of the “eligible” Participant’s Compensation for the Plan Year. ***(Only if Option 1.12(a)(3), 401(k) Safe Harbor Formula, with respect to Nonelective Employer Contributions is checked.)***

- (3) ☐ **401(k) Safe Harbor Matching Employer Contributions** - If the Employer elects one of the safe harbor formula Options provided in the 401(k) Safe Harbor Matching Employer Contributions Addendum to the Adoption Agreement and provides written notice each Plan Year to all Active Participants of their rights and obligations under the Plan, the Plan shall be deemed to satisfy the “ADP” test and, under certain circumstances, the “ACP” test. ***(Only if Option 1.07(a), Deferral Contributions is checked.)***

- (b) ☐ **Additional Matching Employer Contributions** - The Employer may at Plan Year end make an additional Matching Employer Contribution on behalf of each “eligible” Participant in an amount equal to a percentage of the eligible contributions made by each “eligible” Participant during the Plan Year. ***(Only if Option 1.11(a)(1) or (3) is checked.)*** The additional Matching Employer Contribution may be limited to match only contributions up to a specified percentage of Compensation or limit the amount of the match to a specified dollar amount.

Note: If the additional Matching Employer Contribution made in accordance with this Subsection 1.11(b) matches different percentages of contributions for different groups of “eligible” Participants, it may need to be tested to show that it meets the requirements of Code Section 401(a)(4), nondiscrimination in benefits, rights, and features.

- (1) ☐ **4% Limitation on additional Matching Employer Contributions for Deemed Satisfaction of “ACP” Test** - In no event may the dollar amount of the additional Matching Employer Contribution made on an “eligible” Participant’s behalf for the Plan Year exceed 4% of the “eligible” Participant’s Compensation for the Plan Year. ***(Only if Option 1.11(a)(3), 401(k) Safe Harbor Matching Employer Contributions, or Option 1.12(a)(3), 401(k) Safe Harbor Formula, with respect to Nonelective Employer Contributions is checked.)***

Note: If the Employer elected Option 1.11(a)(3), 401(k) Safe Harbor Matching Employer Contributions, above and wants to be deemed to have satisfied the “ADP” test, the additional Matching Employer Contribution must meet the requirements of Section 6.09 of the Basic Plan Document. In addition to the foregoing requirements, if the Employer elected Option 1.11(a)(3), 401(k) Safe Harbor Matching Employer Contributions, or Option 1.12(a)(3), 401(k) Safe Harbor Formula, with respect to Nonelective Employer Contributions, and wants to be deemed to have satisfied the “ACP” test with respect to Matching Employer Contributions for the Plan Year, the eligible contributions matched may not exceed the limitations in Section 6.10 of the Basic Plan Document.

- (c) **Contributions Matched** - The Employer matches the following contributions (check appropriate box(es)):

- (1) **Deferral Contributions** - Deferral Contributions made to the Plan are matched at the rate specified in this Section 1.11. Catch-Up Contributions are not matched unless the Employer elects Option 1.11(c)(1)(A) below.

- (A) ☐ Catch-Up Contributions made to the Plan pursuant to Subsection 1.07(a)(4) are matched at the rates specified in this Section 1.11.

Note: Notwithstanding the above, if the Employer elected Option 1.11(a)(3), 401(k) Safe Harbor Matching Employer Contributions, Deferral Contributions shall be matched at the rate specified in the 401(k) Safe Harbor Matching Employer Contributions Addendum to the Adoption Agreement without regard to whether they are Catch-Up Contributions.

- (d) **Contribution Period for Matching Employer Contributions** - The Contribution Period for purposes of calculating the amount of Matching Employer Contributions is:

- (1) ☐ each calendar month.
- (2) ☐ each Plan Year quarter.
- (3) ☐ each Plan Year.
- (4) ☐ each payroll period.

The Contribution Period for additional Matching Employer Contributions described in Subsection 1.11(b) is the Plan Year.

Note: If Matching Employer Contributions are made more frequently than for the Contribution Period selected above, the Employer must calculate the Matching Employer Contribution required with respect to the full Contribution Period, taking into account the “eligible” Participant’s contributions and Compensation for the full Contribution Period, and contribute any additional Matching Employer Contributions necessary to “true up” the Matching Employer Contribution so that the full Matching Employer Contribution is made for the Contribution Period.

- (e) **Continuing Eligibility Requirement(s)** - A Participant who is an Active Participant during a Contribution Period and makes eligible contributions during the Contribution Period shall only be entitled to receive Matching Employer Contributions under Section 1.11 for that Contribution Period if the Participant satisfies the following requirement(s) (Check the appropriate box(es). Options (3) and (4) may not be elected together; Option (5) may not be elected with Option (2), (3), or (4); Options (2), (3), (4), (5), and (7) may not be elected with respect to Matching Employer Contributions if Option 1.11(a)(3), 401(k) Safe Harbor Matching Employer Contributions, is checked or if Option 1.12(a)(3), 401(k) Safe Harbor Formula, with respect to Nonelective Employer Contributions is checked and the Employer intends to satisfy the Code Section 401(m)(11) safe harbor with respect to Matching Employer Contributions):

- (1) ☐ No requirements.
- (2) ☐ Is employed by the Employer or a Related Employer on the last day of the Contribution Period.
- (3) ☐ Earns at least 501 Hours of Service during the Plan Year. **(Only if the Contribution Period is the Plan Year.)**
- (4) ☐ Earns at least _____ **(not to exceed 1,000)** Hours of Service during the Plan Year. **(Only if the Contribution Period is the Plan Year.)**
- (5) ☐ Either earns at least 501 Hours of Service during the Plan Year or is employed by the Employer or a Related Employer on the last day of the Plan Year. **(Only if the Contribution Period is the Plan Year.)**
- (6) ☐ Is not a Highly Compensated Employee for the Plan Year.
- (7) ☐ Is not a partner or a member of the Employer, if the Employer is a partnership or an entity taxed as a partnership.
- (8) ☐ Special continuing eligibility requirement(s) for additional Matching Employer Contributions. **(Only if Option 1.11(b), Additional Matching Employer Contributions, is checked.)**
 - (A) The continuing eligibility requirement(s) for additional Matching Employer Contributions is/are: ____ (Fill in number of applicable eligibility requirement(s) from above. Options (2), (3), (4), (5), and (7) may not be elected with respect to additional Matching Employer Contributions if Option 1.11(a)(3), 401(k) Safe Harbor Matching Employer Contributions, is checked or if Option 1.12(a)(3), 401(k) Safe Harbor Formula, with respect to Nonelective

Employer Contributions is checked and the Employer intends to satisfy the Code Section 401(m)(11) safe harbor with respect to Matching Employer Contributions.)

Note: If Option (2), (3), (4), or (5) is adopted during a Contribution Period, such Option shall not become effective until the first day of the next Contribution Period. Matching Employer Contributions attributable to the Contribution Period that are funded during the Contribution Period shall not be subject to the eligibility requirements of Option (2), (3), (4), or (5). If Option (2), (3), (4), (5), or (7) is elected with respect to any Matching Employer Contributions and if Option 1.12(a)(3), 401(k) Safe Harbor Formula, is also elected, the Plan will not be deemed to satisfy the “ACP” test in accordance with Section 6.10 of the Basic Plan Document and will have to pass the “ACP” test each year.

- (f) ☐ **Qualified Matching Employer Contributions** - Prior to making any Matching Employer Contribution hereunder (other than a 401(k) Safe Harbor Matching Employer Contribution), the Employer may designate all or a portion of such Matching Employer Contribution as a Qualified Matching Employer Contribution that may be used to satisfy the “ADP” test on Deferral Contributions and excluded in applying the “ACP” test on Employee and Matching Employer Contributions. Unless the additional eligibility requirement is selected below, Qualified Matching Employer Contributions shall be allocated to **all** Participants who were Active Participants during the Contribution Period and who meet the continuing eligibility requirement(s) described in Subsection 1.11(e) above for the type of Matching Employer Contribution being characterized as a Qualified Matching Employer Contribution.

- (1) ☐ To receive an allocation of Qualified Matching Employer Contributions a Participant must also be a Non-Highly Compensated Employee for the Plan Year.

Note: Qualified Matching Employer Contributions may not be excluded in applying the “ACP” test for a Plan Year if the Employer elected Option 1.11(a)(3), 401(k) Safe Harbor Matching Employer Contributions, or Option 1.12(a)(3), 401(k) Safe Harbor Formula, with respect to Nonelective Employer Contributions, and the “ADP” test is deemed satisfied under Section 6.09 of the Basic Plan Document for such Plan Year.

1.12 NONELECTIVE EMPLOYER CONTRIBUTIONS

If (a) or (b) is elected below, the Employer may make Nonelective Employer Contributions on behalf of each of its “eligible” Participants in accordance with the provisions of this Section 1.12. For purposes of this Section 1.12, an “eligible” Participant means a Participant who is an Active Participant during the Contribution Period and who satisfies the requirements of Subsection 1.12(d) or Section 1.13.

Note: An Employer may elect both a fixed formula and a discretionary formula. If both are selected, the discretionary formula shall be treated as an additional Nonelective Employer Contribution and allocated separately in accordance with the allocation formula selected by the Employer.

- (a) ☐ **Fixed Formula** (check one or more):

- (1) ☐ **Fixed Percentage Employer Contribution** - For each Contribution Period, the Employer shall contribute for each “eligible” Participant a percentage of such “eligible” Participant’s Compensation equal to):

(A) _____ % (**not to exceed 25%**) to all “eligible” Participants.

Note: The allocation formula in Option 1.12(a)(1)(A) above generally satisfies a design-based safe harbor pursuant to the regulations under Code Section 401(a)(4).

- (2) ☐ **Fixed Flat Dollar Employer Contribution** - The Employer shall contribute for each “eligible” Participant an amount equal to:

(A) \$ _____ to all “eligible” Participants. (Complete (i) below).

(i) The contribution amount is based on an “eligible” Participant’s service for the following period (check one of the following):

(I) ☐ Each paid hour.

(II) ☐ Each Plan Year.

(III) ☐ Other: _____ *(must be a period within the Plan Year that does not exceed one week and is uniform with respect to all “eligible” Participants).*

Note: The allocation formula in Option 1.12(a)(2)(A) above generally satisfies a design-based safe harbor pursuant to the regulations under Code Section 401(a)(4).

(3) ☐ **401(k) Safe Harbor Formula** - The Nonelective Employer Contribution specified in the 401(k) Safe Harbor Nonelective Employer Contributions Addendum is intended to satisfy the safe harbor contribution requirements under Sections 401(k) and 401(m) of the Code such that the “ADP” test (and, under certain circumstances, the “ACP” test) is deemed satisfied. Please complete the 401(k) Safe Harbor Nonelective Employer Contributions Addendum to the Adoption Agreement. *(Choose only if Option 1.07(a), Deferral Contributions is checked.)*

(b) ☒ **Discretionary Formula** - The Employer may decide each Contribution Period whether to make a discretionary Nonelective Employer Contribution on behalf of “eligible” Participants in accordance with Section 5.10 of the Basic Plan Document.

(1) ☒ **Non-Integrated Allocation Formula** - In the ratio that each “eligible” Participant’s Compensation bears to the total Compensation paid to all “eligible” Participants for the Contribution Period.

(2) ☐ **Integrated Allocation Formula** - As (1) a percentage of each “eligible” Participant’s Compensation plus (2) a percentage of each “eligible” Participant’s Compensation in excess of the “integration level” as defined below. The percentage of Compensation in excess of the “integration level” shall be equal to the lesser of the percentage of the “eligible” Participant’s Compensation allocated under (1) above or the “permitted disparity limit” as defined below .

Note: An Employer that has elected Option 1.12(a)(3), 401(k) Safe Harbor Formula, may not take Nonelective Employer Contributions made to satisfy the 401(k) safe harbor into account in applying the integrated allocation formula described above.

(A) “Integration level” means the Social Security taxable wage base for the Plan Year, unless the Employer elects a lesser amount in (i) or (ii) below.

(i) _____% **(not to exceed 100%)** of the Social Security taxable wage base for the Plan Year, or

(ii) \$ _____ **(not to exceed the Social Security taxable wage base)** .

“Permitted disparity limit” means the percentage provided by the following table:

The "Integration Level" is ____% of the Taxable Wage Base	The "Permitted Disparity Limit" is
20% or less	5.7%
More than 20%, but not more than 80%	4.3%
More than 80%, but less than 100%	5.4%
100%	5.7%

Note: An Employer who maintains any other plan that provides for Social Security Integration (permitted disparity) may not elect Option 1.12(b)(2).

- (c) **Contribution Period for Nonelective Employer Contributions** - The Contribution Period for purposes of calculating the amount of Nonelective Employer Contributions is the Plan Year, unless the Employer elects another Contribution Period below. Regardless of any selection made below, the Contribution Period for 401(k) Safe Harbor Nonelective Employer Contributions or Nonelective Employer Contributions allocated under an integrated formula, a cross-tested formula, or pursuant to the Davis-Bacon Act is the Plan Year.

- (1) ☐ each calendar month.
- (2) ☐ each Plan Year quarter.
- (3) ☐ each payroll period.

Note: If Nonelective Employer Contributions are made more frequently than for the Contribution Period selected above, the Employer must calculate the Nonelective Employer Contribution required with respect to the full Contribution Period, taking into account the "eligible" Participant's Compensation for the full Contribution Period, and contribute any additional Nonelective Employer Contributions necessary to "true up" the Nonelective Employer Contribution so that the full Nonelective Employer Contribution is made for the Contribution Period.

- (d) **Continuing Eligibility Requirement(s)** - A Participant shall only be entitled to receive Nonelective Employer Contributions for a Plan Year under this Section 1.12 if the Participant is an Active Participant during the Plan Year and satisfies the following requirement(s) (Check the appropriate box(es) - Options (3) and (4) may not be elected together; Option (5) may not be elected with Option (2), (3), or (4); Options (2), (3), (4), (5), and (7) may not be elected with respect to Nonelective Employer Contributions under the fixed formula if Option 1.12(a)(3), 401(k) Safe Harbor Formula, is checked):

- (1) ☒ No requirements.
- (2) ☐ Is employed by the Employer or a Related Employer on the last day of the Contribution Period.
- (3) ☐ Earns at least 501 Hours of Service during the Plan Year. *(Only if the Contribution Period is the Plan Year.)*
- (4) ☐ Earns at least _____ (not to exceed 1,000) Hours of Service during the Plan Year. *(Only if the Contribution Period is the Plan Year.)*
- (5) ☐ Either earns at least 501 Hours of Service during the Plan Year or is employed by the Employer or a Related Employer on the last day of the Plan Year. *(Only if the Contribution Period is the Plan Year.)*

- (6) ☐ Is not a Highly Compensated Employee for the Plan Year.
- (7) ☐ Is not a partner or a member of the Employer, if the Employer is a partnership or an entity taxed as a partnership.
- (8) ☐ Special continuing eligibility requirement(s) for discretionary Nonelective Employer Contributions. (Only if both Options 1.12(a) and (b) are checked.)
- (A) The continuing eligibility requirement(s) for discretionary Nonelective Employer Contributions is/are: _____ (Fill in number of applicable eligibility requirement(s) from above.)

Note: If Option (2) (3), (4), or (5) is adopted during a Contribution Period, such Option shall not become effective until the first day of the next Contribution Period. Nonelective Employer Contributions attributable to the Contribution Period that are funded during the Contribution Period shall not be subject to the eligibility requirements of Option (2), (3), (4), or (5).

1.13 **EXCEPTIONS TO CONTINUING ELIGIBILITY REQUIREMENTS**

- ☐ **Death, Disability, and Retirement Exceptions** - All Participants who become disabled, as defined in Section 1.15, retire, as provided in Subsection 1.14(a), (b), or (c), or die are excepted from any last day or Hours of Service requirement.

1.14 **RETIREMENT**

- (a) **The Normal Retirement Age under the Plan is** (check one):

- (1) ☒ age 65.
- (2) ☐ age _____ (specify between 55 and 64).
- (3) ☐ later of age _____ (**not to exceed 65**) or the _____ (**not to exceed 5th**) anniversary of the Participant's Employment Commencement Date.

- (b) ☐ **The Early Retirement Age is the date the Participant attains age _____ (specify 55 or greater) and completes _____ years of Vesting Service.**

Note: If this Option is elected, Participants who are employed by the Employer or a Related Employer on the date they reach Early Retirement Age shall be 100% vested in their Accounts under the Plan.

- (c) ☒ **A Participant who becomes disabled, as defined in Section 1.15, is eligible for disability retirement.**

Note: If this Option is elected, Participants who are employed by the Employer or a Related Employer on the date they become disabled shall be 100% vested in their Accounts under the Plan. Pursuant to Section 11.03 of the Basic Plan Document, a Participant is not considered to be disabled until he terminates his employment with the Employer.

1.15 **DEFINITION OF DISABLED**

A Participant is disabled if he/she meets any of the requirements selected below (check the appropriate box(es)):

- (a) ☐ The Participant satisfies the requirements for benefits under the Employer's long-term disability plan.
- (b) ☐ The Participant satisfies the requirements for Social Security disability benefits.
- (c) ☒ The Participant is determined to be disabled by a physician approved by the Employer.

1.16 VESTING

A Participant's vested interest in Matching Employer Contributions and/or Nonelective Employer Contributions, other than 401 (k) Safe Harbor Matching Employer and/or 401(k) Safe Harbor Nonelective Employer Contributions elected in Subsection 1.11(a) (3) or 1.12(a)(3), shall be based upon his years of Vesting Service and the schedule selected in Subsection 1.16(c) below, except as provided in Subsection 1.16(d) or (e) below and the Vesting Schedule Addendum to the Adoption Agreement or as provided in Subsection 1.22(c).

- (a) *When years of Vesting Service are determined, the elapsed time method shall be used.*
- (b) ☐ *Years of Vesting Service shall exclude service prior to the Plan's original Effective Date as listed in Subsection 1.01(g)(1) or Subsection 1.01(g)(2), as applicable.*
- (c) *Vesting Schedule(s)*

(1) Nonelective Employer Contributions (check one):

- (A) ☐ N/A - No Nonelective Employer Contributions other than 401 (k) Safe Harbor Nonelective Employer Contributions
- (B) ☒ 100% Vesting immediately
- (C) ☐ 3 year cliff (see **C** below)
- (D) ☐ 6 year graduated (see **D** below)
- (E) ☐ Other vesting (complete **E1** below)

(2) Matching Employer Contributions (check one):

- (A) ☒ N/A — No Matching Employer Contributions other than 401 (k) Safe Harbor Matching Employer Contributions
- (B) ☐ 100% Vesting immediately
- (C) ☐ 3 year cliff (see **C** below)
- (D) ☐ 6 year graduated (see **D** below)
- (E) ☐ Other vesting (complete **E2** below)

Years of Vesting Service	Applicable Vesting Schedule(s)			
	C	D	E1	E2
0	0%	0%	%	%
1	0%	0%	%	%
2	0%	20%	%	%
3	100%	40%	%	%
4	100%	60%	%	%
5	100%	80%	%	%
6 or more	100%	100%	%	100%

Note: A schedule elected under E1 or E2 above must be at least as favorable as one of the schedules in C or D above.

Note: If the vesting schedule is amended and a Participant's vested interest calculated using the amended vesting schedule is less in any year than the Participant's vested interest calculated under the Plan's vesting schedule in effect immediately before the amendment, the amended vesting schedule shall apply only to Employees hired on or after the effective date of the amendment. Please select paragraph (e) below and complete Section (b) of the Vesting Schedule Addendum to the Adoption Agreement describing the vesting schedule in effect for Employees hired before the effective date of the amendment.

Note: If the vesting schedule is amended, the amended vesting schedule shall apply only to Participants who are Active Participants on or after the effective date of the amendment not subject to the prior vesting schedule as provided in the preceding Note. Participants who are not Active Participants on or after that date shall be subject to the prior vesting schedule. Please select paragraph (e) below and complete Section (b) of the Vesting Schedule Addendum to the Adoption Agreement describing the prior vesting schedule.

- (d) ☐ ***A less favorable vesting schedule than the vesting schedule selected in 1.16(c)(2) above applies to Matching Employer Contributions made for Plan Years beginning before the EGTRRA effective date.*** Please complete Section (a) of the Vesting Schedule Addendum to the Adoption Agreement.
- (e) ☒ ***A vesting schedule or schedules different from the vesting schedule(s) selected above applies to certain Participants.*** Please complete Section (b) of the Vesting Schedule Addendum to the Adoption Agreement.
- (f) ***Application of Forfeitures*** - If a Participant forfeits any portion of his non-vested Account balance as provided in Section 6.02, 6.04, 6.07, or 11.08 of the Basic Plan Document, any portion of such forfeitures not used to pay Plan administrative expenses in accordance with Section 11.09 of the Basic Plan Document shall be applied to reduce Employer Contributions unless otherwise specified below:
- (1) ☐ Forfeitures attributable to the following contributions shall be allocated among the Accounts of eligible Participants otherwise eligible to receive an allocation of Nonelective Employer Contributions pursuant to Section 1.12 in the manner described in Section 1.12(b)(1) (regardless of whether the Employer has selected Option 1.12(b)(1)).
- (A) ☐ Matching Employer Contributions.
- (B) ☐ Nonelective Employer Contributions.

1.17 PREDECESSOR EMPLOYER SERVICE

- (a) ☐ ***For the following purposes, the following entities shall be treated as predecessor employers:***
- (1) ☐ Eligibility Service, as described in Subsection 1.04(b), shall include service with the following predecessor employer(s):
- _____
- _____
- _____
- (2) ☐ Vesting Service, as described in Subsection 1.16(a), shall include service with the following predecessor employer(s):
- _____
- _____
- _____

1.18 PARTICIPANT LOANS

- (a) ☒ **Participant loans are allowed in accordance with Article 9 and loan procedures outlined in the Service Agreement.**

1.19 IN-SERVICE WITHDRAWALS

Participants may make withdrawals prior to termination of employment under the following circumstances (check the appropriate box(es)):

- (a) ☒ **Hardship Withdrawals** - Hardship withdrawals shall be allowed in accordance with Section 10.05 of the Basic Plan Document, subject to a \$500 minimum amount.
- (1) Hardship withdrawals will be permitted from:
- (A) ☒ A Participant's Deferral Contributions Account only.
- (B) ☐ The Accounts specified in the In-Service Withdrawals Addendum. Please complete Section (c) of the In-Service Withdrawals Addendum.
- (b) ☒ **Age 59 1/2** - Participants shall be entitled to receive a distribution of all or any portion of the following Accounts upon attainment of age 59 1/2 (check one):
- (1) ☐ Deferral Contributions Account.
- (2) ☒ All vested Account balances.
- (c) **Withdrawal of Employee Contributions and Rollover Contributions**
- (1) Unless otherwise provided below, Employee Contributions may be withdrawn in accordance with Section 10.02 of the Basic Plan Document at any time.
- (A) ☐ Employees may not make withdrawals of Employee Contributions more frequently than:
- _____
- _____
- (2) Rollover Contributions may be withdrawn in accordance with Section 10.03 of the Basic Plan Document at any time.
- (d) ☐ **Protected In-Service Withdrawal Provisions** - Check if the Plan was converted by plan amendment or received transfer contributions from another defined contribution plan, and benefits under the other defined contribution plan were payable as (check the appropriate box(es)):
- (1) ☐ an in-service withdrawal of vested amounts attributable to Employer Contributions maintained in a Participant's Account (check (A) and/or (B)):
- (A) ☐ for at least _____ (24 or more) months.
- (i) ☐ Special restrictions applied to such in-service withdrawals under the prior plan that the Employer wishes to continue under the Plan as restated hereunder. Please complete the In Service Withdrawals Addendum to the Adoption Agreement identifying the restrictions.
- (B) ☐ after the Participant has at least 60 months of participation.
- (i) ☐ Special restrictions applied to such in-service withdrawals under the prior plan that the Employer wishes to continue under the Plan as restated hereunder. Please complete the In Service Withdrawals Addendum to the Adoption Agreement identifying the restrictions.

- (2) ☐ another in-service withdrawal option that is a “protected benefit” under Code Section 411(d)(6). Please complete the In-Service Withdrawals Addendum to the Adoption Agreement identifying the in-service withdrawal option(s).

1.20 FORM OF DISTRIBUTIONS

Subject to Section 13.01, 13.02 and Article 14 of the Basic Plan Document, distributions under the Plan shall be paid as provided below. (Check the appropriate box(es).)

- (a) **Lump Sum Payments** - Lump sum payments are always available under the Plan.
- (b) ☒ **Installment Payments** - Participants may elect distribution under a systematic withdrawal plan (installments).
- (c) ☐ **Annuities** (Check if the Plan is retaining any annuity form(s) of payment.)
- (1) An annuity form of payment is available under the Plan for the following reason(s) (check (A) and/or (B), as applicable):
- (A) ☐ As a result of the Plan’s receipt of a transfer of assets from another defined contribution plan or pursuant to the Plan terms prior to the Adoption Agreement Effective Date specified in Subsection 1.01(g)(1), benefits were previously payable in the form of an annuity that the Employer elects to continue to be offered as a form of payment under the Plan.
- (B) ☐ The Plan received a transfer of assets from a plan that was subject to the minimum funding requirements of Code Section 412 and therefore an annuity form of payment is a protected benefit under the Plan in accordance with Code Section 411(d)(6).
- (2) The normal form of payment under the Plan is (check (A) or (B)):
- (A) ☐ A lump sum payment.
- (i) Optional annuity forms of payment (check (I) and/or (II), as applicable). **(Must check and complete (I) if a life annuity is one of the optional annuity forms of payment under the Plan.)**
- (I) ☐ A married Participant who elects an annuity form of payment shall receive a qualified joint and ____ % **(at least 50% but not more than 100%)** survivor annuity. An unmarried Participant shall receive a single life annuity.
- The qualified preretirement survivor annuity provided to the spouse of a married Participant who elects an annuity form of payment is purchased with ____ % **(at least 50%)** of the Participant’s Account.
- (II) ☐ Other annuity form(s) of payment. Please complete Section (a) of the Forms of Payment Addendum describing the other annuity form(s) of payment available under the Plan.
- (B) ☐ A life annuity (complete (i) and (ii) and check (iii) if applicable.)
- (i) The normal form for married Participants is a qualified joint and ____ % **(at least 50% but not more than 100%)** survivor annuity. The normal form for unmarried Participants is a single life annuity.

(ii) The qualified preretirement survivor annuity provided to a Participant's spouse is purchased with _____ % **(at least 50%)** of the Participant's Account.

(iii) ☐ Other annuity form(s) of payment. Please complete Subsection (a) of the Forms of Payment Addendum describing the other annuity form(s) of payment available under the Plan.

(d) ☒ ***Eliminated Forms of Payment Not Protected Under Code Section 411(d)(6).*** Check if benefits were payable in a form of payment that is no longer being offered after either the Adoption Agreement Effective Date specified in Subsection 1.01(g)(1) or, if forms of payment are being eliminated by a separate amendment, the amendment effective date indicated on the Amendment Execution Page.

Note: A life annuity option will continue to be an available form of payment for any Participant who elected such life annuity payment before the effective date of its elimination.

(e) ***Cash Outs and Implementation of Required Rollover Rule***

(1) ☒ If the vested Account balance payable to an individual is less than or equal to the cash out limit utilized for such individual under Section 13.02 of the Basic Plan Document, such Account will be distributed in accordance with the provisions of Section 13.02 or 18.04 of the Basic Plan Document. Unless otherwise elected below, the cash out limit is \$1,000.

(A) ☐ The cash out limit utilized for Participants is the maximum cash out limit permitted under Code Section 411(a)(11)(A) (\$5,000 as of January 1, 2005). Any distribution greater than \$1,000 that is made to a Participant without the Participant's consent before the Participant's Normal Retirement Age (or age 62, if later) will be rolled over to an individual retirement plan designated by the Plan Administrator.

1.21 **TIMING OF DISTRIBUTIONS**

Except as provided in Subsection 1.21(a), (b) or (c) and the Postponed Distribution Addendum to the Adoption Agreement, distribution shall be made to an eligible Participant from his vested interest in his Account as soon as reasonably practicable following the Participant's request for distribution pursuant to Article 12 of the Basic Plan Document.

(a) ***Distribution shall be made to an eligible Participant from his vested interest in his Account as soon as reasonably practicable following the date the Participant's application for distribution is received by the Administrator, but in no event later than his Required Beginning Date, as defined in Subsection 2.01(tt).***

(b) ☐ **Postponed Distributions** - Check if the Plan was converted by plan amendment from another defined contribution plan that provided for the postponement of certain distributions from the Plan to eligible Participants and the Employer wants to continue to administer the Plan using the postponed distribution provisions. Please complete the Postponed Distribution Addendum to the Adoption Agreement indicating the types of distributions that are subject to postponement and the period of postponement.

Note: An Employer may not provide for postponement of distribution to a Participant beyond the 60th day following the close of the Plan Year in which (1) the Participant attains Normal Retirement Age under the Plan, (2) the Participant's 10th anniversary of participation in the Plan occurs, or (3) the Participant's employment terminates, whichever is latest.

(c) ☐ **Preservation of Same Desk Rule** - Check if the Employer wants to continue application of the same desk rule described in Subsection 12.01(b) of the Basic Plan Document regarding distribution of Deferral Contributions, Qualified Nonelective Employer Contributions, Qualified Matching Employer Contributions, 401(k) Safe Harbor Matching Employer Contributions, and 401(k) Safe Harbor

Nonelective Employer Contributions. *(If any of the above-listed contribution types were previously distributable upon severance from employment, this Option may not be selected.)*

1.22 TOP HEAVY STATUS

(a) *The Plan shall be subject to the Top-Heavy Plan requirements of Article 15 (check one):*

- (1) ☐ for each Plan Year, whether or not the Plan is a “top-heavy plan” as defined in Subsection 15.01(g) of the Basic Plan Document.
- (2) ☒ for each Plan Year, if any, for which the Plan is a “top-heavy plan” as defined in Subsection 15.01(g) of the Basic Plan Document.
- (3) ☐ Not applicable. *(Choose only if (A) Plan covers only employees subject to a collective bargaining agreement, or (B) Option 1.11(a)(3), 401(k) Safe Harbor Matching Employer Contributions, or Option 1.12(a)(3), 401(k) Safe Harbor Formula, is selected, Option 1.16(f)(1) is not selected, and the Plan does not provide for Employee Contributions or any other type of Employer Contributions.)*

(b) *If the Plan is or is treated as a “top-heavy plan” for a Plan Year, each non-key Employee shall receive an Employer Contribution of at least 3.0 (3 or 5)% of Compensation for the Plan Year in accordance with Section 15.03 of the Basic Plan Document. The minimum Employer Contribution provided in this Subsection 1.22(b) shall be made under this Plan only if the Participant is not entitled to such contribution under another qualified plan of the Employer, unless the Employer elects otherwise below :*

- (1) ☐ The minimum Employer Contribution shall be paid under this Plan in any event.
- (2) ☐ Another method of satisfying the requirements of Code Section 416. Please complete the 416 Contributions Addendum to the Adoption Agreement describing the way in which the minimum contribution requirements will be satisfied in the event the Plan is or is treated as a “top-heavy plan”.
- (3) ☐ Not applicable. *(Choose only if (A) Plan covers only employees subject to a collective bargaining agreement, or (B) Option 1.11(a)(3), 401(k) Safe Harbor Matching Employer Contributions, or Option 1.12(a)(3), 401(k) Safe Harbor Formula, is selected, Option 1.16(f)(1) is not selected, and the Plan does not provide for Employee Contributions or any other type of Employer Contributions.)*

Note: The minimum Employer contribution may be less than the percentage indicated in Subsection 1.22(b) above to the extent provided in Section 15.03 of the Basic Plan Document.

(c) *If the Plan is or is treated as a “top-heavy plan” for a Plan Year, the following vesting schedule shall apply instead of the schedule(s) elected in Subsection 1.16(c) for such Plan Year and each Plan Year thereafter (check one):*

- (1) ☐ Not applicable. *(Choose only if one of the following applies: (A) Plan provides for Nonelective Employer Contributions and the schedule elected in Subsection 1.16(c)(1) is at least as favorable in all cases as the schedules available below, (B) Option 1.11(a)(3), 401(k) Safe Harbor Matching Employer Contributions, or Option 1.12(a)(3), 401(k) Safe Harbor Formula, is selected, Option 1.16(f)(1) is not selected, and the Plan does not provide for Employee Contributions or any other type of Employer Contributions, or (C) the Plan covers only employees subject to a collective bargaining agreement.)*
- (2) ☒ 100% vested after 0 (not in excess of 3) years of Vesting Service.
- (3) ☐ Graded vesting:

Years of Vesting Service	Vesting Percentage	Must be At Least
0		0%
1		0%
2		20%
3		40%
4		60%
5		80%
6 or more		100%

Note: If the Plan provides for Nonelective Employer Contributions and the schedule elected in Subsection 1.16(c)(1) is more favorable in all cases than the schedule elected in Subsection 1.22(c) above, then the schedule in Subsection 1.16(c)(1) shall continue to apply even in Plan Years in which the Plan is a “top-heavy plan”.

1.23 CORRECTION TO MEET 415 REQUIREMENTS UNDER MULTIPLE DEFINED CONTRIBUTION PLANS

- ☐ **Other Order for Limiting Annual Additions** — If the Employer maintains other defined contribution plans, annual additions to a Participant’s Account shall be limited as provided in Section 6.12 of the Basic Plan Document to meet the requirements of Code Section 415, unless the Employer elects this Option and completes the 415 Correction Addendum describing the order in which annual additions shall be limited among the plans.

1.24 INVESTMENT DIRECTION

Investment Directions — Subject to Section 8.03 of the Basic Plan Document, Participant Accounts shall be invested (check one):

- (a) ☐ in accordance with the investment directions provided to the Trustee by the Employer for allocating all Participant Accounts among the Options listed in the Service Agreement.
- (b) ☒ in accordance with the investment directions provided to the Trustee by each Participant for allocating his entire Account among the Options listed in the Service Agreement, except, in the event the Employer contributes shares of Employer Stock, as defined in Section 20.12 of the Basic Plan Document, the Participant’s election shall be subject to the provisions of (b)(1) and/or (2), as elected:
- (1) ☐ Nonelective Employer Contributions shall remain invested in Employer Stock until the Participant who receives an allocation of such contribution elects to invest amounts attributable to such contribution in another available investment option.
- (2) ☐ Matching Employer Contributions shall remain invested in Employer Stock until the Participant who receives an allocation of such contribution elects to invest amounts attributable to such contribution in another available investment option.
- (c) ☐ in accordance with the investment directions provided to the Trustee by each Participant for all contribution sources in his Account, except that the following sources shall be invested in accordance with the investment directions provided by the Employer (check (1) and/or (2)):

- (1) ☐ Nonelective Employer Contributions
- (2) ☐ Matching Employer Contributions

The Employer must direct the applicable sources among the investment options listed in the Service Agreement.

Note: If the Employer directs that a portion or all of the applicable sources be invested in Employer Stock, such investment must be discontinued with respect to any Participant who has completed three or more years of Vesting Service, and investment of the applicable sources must be diversified among the other investment options listed in the Service Agreement.

1.25 **ADDITIONAL PROVISIONS**

The Employer may elect Option (a) below and complete the Additional Provisions Addendum to describe provisions which cannot be shown by making the elections provided in this Adoption Agreement.

- (a) ☐ The Employer has completed Additional Provisions Addendum to show the provisions of the Plan which supplement and/or alter provisions of this Adoption Agreement.

1.26 **SUPERSEDING PROVISIONS**

The Employer may elect Option (a) below and complete the Superseding Provisions Addendum to describe overriding provisions which cannot be shown by making the elections provided in this Adoption Agreement.

- (a) ☒ The Employer has completed Superseding Provisions Addendum to show the provisions of the Plan which supersede provisions of this Adoption Agreement and/or the Basic Plan Document.

Note: If the Employer elects superseding provisions in Option (a) above, the Employer may not be permitted to rely on the Volume Submitter Sponsor's advisory letter for qualification of its Plan and may be required to apply for a determination letter as described in Section 1.27 below. In addition, such superseding provisions may in certain circumstances affect the Plan's status as a pre-approved volume submitter plan eligible for the 6-year remedial amendment cycle.

1.27 **RELIANCE ON ADVISORY LETTER**

An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that this Plan is qualified under Code Section 401 only to the extent provided in Section 19.02 of Revenue Procedure 2005-16. The Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to this Plan and in Section 19.03 of Revenue Procedure 2005-16. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

Failure to properly complete the Adoption Agreement and failure to operate the Plan in accordance with the terms of the Plan document may result in disqualification of the Plan.

This Adoption Agreement may be used only in conjunction with Fidelity Basic Plan Document No. 14. The Volume Submitter Sponsor shall inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the volume submitter plan document.

1.28 **ELECTRONIC SIGNATURE AND RECORDS**

This Adoption Agreement, and any amendment thereto, may be executed or affirmed by an electronic signature or electronic record permitted under applicable law or regulation, provided the type or method of electronic signature or electronic record is acceptable to the Trustee.

1.29 VOLUME SUBMITTER INFORMATION

Name of Volume Submitter Sponsor: Fidelity Management & Research Company

Address of Volume Submitter Sponsor: 82 Devonshire Street

Boston, MA 02109

EXECUTION PAGE

(Employer's Copy)

The Fidelity Basic Plan Document No. 14 and the accompanying Adoption Agreement together comprise the Volume Submitter Defined Contribution Plan. It is the responsibility of the adopting Employer to review this volume submitter plan document with its legal counsel to ensure that the volume submitter plan is suitable for the Employer and that Adoption Agreement has been properly completed prior to signing.

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed this _____ day of _____, _____.

Employer: _____

By: _____

Title: _____

Note: Only one authorized signature is required to execute this Adoption Agreement unless the Employer's corporate policy mandates two authorized signatures.

Employer: _____

By: _____

Title: _____

Accepted by: Fidelity Management Trust Company, as Trustee

By: _____

Date: _____

Title: _____

EXECUTION PAGE

(Trustee's Copy)

The Fidelity Basic Plan Document No. 14 and the accompanying Adoption Agreement together comprise the Volume Submitter Defined Contribution Plan. It is the responsibility of the adopting Employer to review this volume submitter plan document with its legal counsel to ensure that the volume submitter plan is suitable for the Employer and that Adoption Agreement has been properly completed prior to signing.

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed this _____ day of _____, _____.

Employer: _____

By: _____

Title: _____

Note: Only one authorized signature is required to execute this Adoption Agreement unless the Employer's corporate policy mandates two authorized signatures.

Employer: _____

By: _____

Title: _____

Accepted by: Fidelity Management Trust Company, as Trustee

By: _____

Date: _____

Title: _____

AMENDMENT EXECUTION PAGE

(Fidelity's Copy)

Plan Name **Amphenol Corporation Employee Savings/401(k) Plan** (the "Plan")

Employer : **Amphenol Corporation**

(Note : These execution pages are to be completed in the event the Employer modifies any prior election(s) or makes a new election(s) in this Adoption Agreement. Attach the amended page(s) of the Adoption Agreement to these execution pages.)

The following section(s) of the Plan are hereby amended effective as of the date(s) set forth below:

Section Amended	Effective Date

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed on the date given below.

Employer: _____ Employer: _____

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Note: Only one authorized signature is required to execute this Adoption Agreement unless the Employer's corporate policy mandates two authorized signatures.

Accepted by: Fidelity Management Trust Company, as Trustee

By: _____ Date: _____

Title: _____

**AMENDMENT EXECUTION PAGE
(Employer's Copy)**

Plan Name: Amphenol Corporation Employee Savings/401(k) Plan (the "Plan")

Employer: Amphenol Corporation

(**Note:** These execution pages are to be completed in the event the Employer modifies any prior election(s) or makes a new election(s) in this Adoption Agreement. Attach the amended page(s) of the Adoption Agreement to these execution pages.)

The following section(s) of the Plan are hereby amended effective as of the date(s) set forth below:

Section Amended	Effective Date

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed on the date given below.

Employer: _____ Employer: _____

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Note: Only one authorized signature is required to execute this Adoption Agreement unless the Employer's corporate policy mandates two authorized signatures.

Accepted by: Fidelity Management Trust Company, as Trustee

By: _____ Date: _____

Title: _____

PLAN MERGERS ADDENDUM

for

Plan Name : Amphenol Corporation Employee Savings/401(k) Plan

(a) *Plan Mergers* - The following plan(s) were merged into the Plan on or after the Effective Date indicated in Subsection 1.01(g)(1), as applicable (the “merged-in plan(s)”). The provisions of the Plan are effective with respect to the merged-in plan(s) as of the date(s) indicated below:

(1) Name of merged-in plan: Amphenol T&M Antennas 401(k) Plan

Effective date: 7/1/2011

(2) Name of merged-in plan: Partial merger of Insperity 401(k) Plan — only Jaybeam Wireless

Effective date: 8/16/2011

(3) Name of merged-in plan: _____

Effective date: _____

(4) Name of merged-in plan: _____

Effective date: _____

ATTACH ADDITIONAL PAGES IN THE ABOVE FORMAT, IF NECESSARY

PARTICIPATING EMPLOYERS ADDENDUM

for

Plan Name: Amphenol Corporation Employee Savings/401(k) Plan

- (a) ☒ ***Only the following Related Employers (as defined in Subsection 2.01(ss) of the Basic Plan Document) participate in the Plan (list each participating Related Employer and its Employer Tax Identification Number):***

Amphenol Interconnect Products Corporation, 06-1237121

Sine Systems Corporation, 06-1274360

Amphenol Optimize Manufacturing Co., 86-0503978

Times Fiber Communications, Inc., 06-0955048

Amphenol Connex Corporation, 10-0007733

Amphenol PCD, Inc., 04-3752492

Amphenol Cables on Demand Corp., 20-5939172

Amphenol Antenna Solutions, 36-3685650

Times Microwave Systems, Inc., 01-0816035

Amphenol Adronics, Inc., 99-0361205

Amphenol T&M Antennas, 06-1574456

- (b) ☐ ***All Related Employer(s) as defined in Subsection 2.01(ss) of the Basic Plan Document participate in the Plan.***

VESTING SCHEDULE ADDENDUM
for

Plan Name: Amphenol Corporation Employee Savings/401(k) Plan

(a) ☐ ***Pre-EGTRRA Vesting Schedule Applies to Matching Employer Contributions made for Plan Years beginning before the EGTRRA Effective Date***

(1) The following vesting schedule applies to Matching Employer Contributions made for Plan Years beginning before the EGTRRA effective date specified in (a)(2) below:

Years of Vesting Service	Vested Interest

(2) The EGTRRA effective date is: _____

(b) ☒ ***Preserve Prior Vesting Schedule***

(1) A vesting schedule different from the vesting schedule selected in Section 1.16 applies to the Participants and contributions described below.

(A) The following vesting schedule applies to the class of Participants described in (b)(1)(B) and the contributions described in (b)(1)(C) below:

Years of Vesting Service	Vested Interest
0	100
1	100
2	100
3	100
4	100
5	100
6	100
7	100

(B) The vesting schedule specified in (b)(1)(A) above applies to the following class of Participants:

Effective 1/1/2004 the Sine Match source will be 100% vested.

(C) The vesting schedule specified in (b)(1)(A) above applies to the following contributions:

SINE Match

(2) ☒ Additional different vesting schedule.

(A) The following vesting schedule applies to the class of Participants described in (b)(2)(B) and the contributions described in (b)(2)(C) below:

Years of Vesting Service	Vested Interest
0	0
1	25
2	50
3	75
4	100
5	100
6	100
7	100

(B) The vesting schedule specified in (b)(2)(A) above applies to the following class of Participants:

Former Participants of the Antel International, Inc. 401(k) Plan.

(C) The vesting schedule specified in (b)(2)(A) above applies to the following contributions:

ER Discretionary Match

(3) ☒ Additional different vesting schedule.

(A) The following **vesting** schedule applies to the class of Participants described in (b)(3)(B) and the contributions described in (b)(3)(C) below:

Years of Vesting Service	Vested Interest
0	0
1	25
2	50
3	75
4	100
5	100
6	100
7	100

(B) The vesting schedule specified in (b)(3)(A) above applies to the following class of Participants:

Former Participants of the Amphenol AssembleTech 401(k) Profit Sharing Plan.

(C) The vesting schedule specified in (b)(3)(A) above applies to the following contributions:

ER Discretionary Match

(4) ☒ Additional different vesting schedule.

(A) The following vesting schedule applies to the class of Participants described in (b)(4)(B) and the contributions described in (b)(4)(C) below:

Years of Vesting Service	Vested Interest
0	0
1	25
2	50
3	75
4	100
5	100
6	100
7	100

(B) The vesting schedule specified in (b)(4)(A) above applies to the following class of Participants:
Former Participants of the Amphenol Precision Cable Manufacturing/Assemble Tech Florida 401(k) Plan.

(C) The vesting schedule specified in (b)(4)(A) above applies to the following contributions:
ER Discretionary Match

(5) ☒ Additional different vesting schedule.

(A) The following vesting schedule applies to the class of Participants described in (b)(5)(B) and the contributions described in (b)(5)(C) below:

Years of Vesting Service	Vested Interest
0	0
1	34
2	67
3	100
4	100

(B) The vesting schedule specified in (b)(5)(A) above applies to the following class of Participants:
Former Participants in the Amphenol T&M Antennas 401(k) Plan

(C) The vesting schedule specified in (b)(5)(A) above applies to the following contributions:
ER Discretionary Match

SUPERSEDING PROVISIONS ADDENDUM

for

Plan Name: Amphenol Corporation Employee Savings/401(k) Plan

(a) Superseding Provision(s) — The following provisions supersede other provisions of this Adoption Agreement and/or the Basic Plan Document in the manner described:

Section 1.11 of the Adoption Agreement is hereby amended to provide for a Non-Discretionary Matching Employer Contribution for Class I Participants in the Plan. The Non-Discretionary Matching Employer Contribution shall be 100% of the Class I Participant's Compensation contributed to the Plan, up to a maximum of 3% of the Class I Participant's Compensation. The Contribution Period for purposes of calculating the amount of such matching contributions is the payroll period, provided that such Contribution Period shall not be less frequent than semi-monthly. There are no continuing eligibility requirements, as described in Section 1.11(e) of the Adoption Agreement, for the Class I Participants to be entitled to receive such matching contributions.

Section 1.12 of the Adoption Agreement is hereby amended to provide for a Nonelective Employer Contribution for Class I Participants in the Plan. The Nonelective Employer Contribution shall be 2% of the Class I Participant's Compensation. The Contribution Period for purposes of calculating the amount of such contributions is the payroll period, provided that such Contribution Period shall not be less frequent than semi-monthly. There are no continuing eligibility requirements, as described in Section 1.12(d) of the Adoption Agreement, for the Class I Participants to be entitled to receive such nonelective contributions.

Section 1.16(c)(1) of the Adoption Agreement is hereby affirmed as providing that Nonelective Employer Contributions on behalf of Class I Participants shall be 100% immediately vested. Section 1.16(c)(2) is hereby amended to provide that Non-Discretionary Matching Employer Contributions on behalf of Class I Participants shall vest in accordance with the following schedule:

Years of Vesting Service	Vested Percentage
0	0%
1	25%
2	50%
3	75%
4	100%

Years of Vesting Service for Class I Participants employed by Amphenol Nexus Technologies who were employed by Nexus, Inc. on June 27, 2008 shall include service with Nexus, Inc. In addition, Years of Vesting Service for Class I Participants employed by Times Microwave Systems, Inc. who were employed by Times Microwave Systems, Inc. on March 20, 2009 and May 16, 2009 shall include service with Times Microwave Systems, Inc. prior to its acquisition by Amphenol Corporation.

Definition: Class I Participant. A Class I Participant is a Participant who is:

- an Affected Participant, on or after January 1, 2007;
- an employee of Amphenol Nexus Technologies, a division of Amphenol Corporation, on or after July 1, 2008;
- an employee of Amphenol PCD, Inc., a wholly-owned subsidiary of Amphenol Corporation, on or after August 1, 2008; or
- a salaried employee of Times Microwave Systems, Inc., on or after May 16, 2009.
- an employee of Amphenol T&M Antennas, Inc. on or after July 1, 2011.

For purposes of (a) above, “Affected Participant” means a salaried employee who:

- i. is an employee at a division or location that participated in the Pension Plan for Employees of Amphenol Corporation (the “Pension Plan”), as of December 31, 2006, and
- ii. is not a Grandfathered Participant Under the Pension Plan.

For purposes of the definition of Affected Participant, “Grandfathered Participant Under the Pension Plan” means a participant in a salaried portion of the Pension Plan who, continuously since December 31, 2006, has been actively employed (including on short term disability or an authorized leave of absence) or on long term disability at a participating division or location of Amphenol Corporation or a participating employer under the Pension Plan, and, as of December 31, 2006, was either:

- x. age 50 or older, with 15 or more Years of Vesting Service under the Pension Plan; or
- y. had 25 or more Years of Vesting Service under the Pension Plan.

For purposes of the definition of Affected Participant, participating divisions or locations of Amphenol Corporation and participating employers under the Pension Plan are:

A. Participating Divisions or Locations of Amphenol Corporation under the Pension Plan :

Spectra Strip - Hamden, CT
Amphenol RF - Danbury, CT
Amphenol Fiber Optic Product - Lisle, IL
Amphenol Tuchel Electronics - Canton, MI
Amphenol Aerospace Operations - Sidney, NY
Amphenol Corporation Headquarters - Wallingford, CT
(Without limitation, Amphenol AssembleTech (Houston), Amphenol Phoenix Interconnect, Amphenol TCS and Amphenol Backplane Systems are not participating divisions or locations.)

B. Participating Employers and their Participating Divisions or Locations under the Pension Plan :

Amphenol Interconnect Products Company — Endicott, NY (Amphenol AssembleTech (Florida) and Amphenol Precision Cable Manufacturing are not participating divisions or locations)
Times Fiber Communications, Inc.
Amphenol Cable On Demand Corp.
(Without limitation, Sine Systems Corporation, Amphenol T&M Antennas, Inc., Advanced Circuit Technology, Inc., Amphenol Connex Corporation, Amphenol PCD, Inc., Amphenol Antenna Solutions, Amphenol Optimize Manufacturing Company, Amphenol InterCon Systems, Inc., Fiber Systems International, Inc., SV Microwave Technologies, Inc. and Amphenol Alden Products Company are not participating employers.)

Volume Submitter Defined Contribution Plan

ADDENDUM TO ADOPTION AGREEMENT

Fidelity Basic Plan Document No. 14

RE: Pension Protection Act of 2006,

The Heroes Earnings Assistance and Relief Act of 2008,

The Worker, Retiree and Employee Recovery Act of 2008

And Code Sections 401(k) and 401(m) 2009 Proposed Regulations

Plan Name: Amphenol Corporation Employee Savings/401(k) Plan

Fidelity 5-digit Plan Number: 85085

PREAMBLE

Adoption and Effective Date of Amendment. This amendment of the Plan is adopted to reflect certain provisions of the Pension Protection Act of 2006 (the “PPA”). This amendment is intended as good faith compliance with the PPA and is to be construed in accordance with applicable guidance. Except as otherwise provided below, this amendment shall be effective with respect to Fidelity’s Volume Submitter plan for Plan Years beginning after December 31, 2006.

Supersession of Inconsistent Provisions. This amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this amendment. *(Execution of this PPA Addendum is not required unless one of (a) through (h) is being selected below and no provision of this PPA Addendum will be interpreted to supersede the provisions of the Plan unless selected below.)*

(a) ☐ ***In-service, Age 62 Distribution of Money Purchase Benefits.*** A Participant who has attained at least age 62 shall be eligible to elect to receive a distribution of benefit amounts accrued as a result of the Participant’s participation in a money purchase pension plan (either due to a merger into this Plan of money purchase pension plan assets and liabilities or because this Plan is a money purchase pension plan), if any. This subsection (a) shall be effective to permit such distributions on and after the following effective date: _____ (can be no earlier than the first day of the first plan year beginning after December 31, 2006).

(b) ☐ ***Automatic Enrollment Contributions. (Choose only if selecting (d) or (e) below.)***

(1) ***Adoption of Automatic Enrollment Contributions.*** Beginning on the effective date of this paragraph (1), as provided in paragraph (A) below (the “Automatic Enrollment Effective Date”) and subject to the remainder of this Subsection (b), unless an Eligible Employee affirmatively elects otherwise, his Compensation will be reduced by _____% (except as such percentage may be modified for certain Eligible Employees through the Additional Provisions Addendum to the Adoption Agreement, the “Automatic Enrollment Rate”), such percentage to be increased in accordance with Subsection (c) (if applicable), for each payroll period in which he is an Active Participant, beginning as indicated in (2) below, and the Employer will make a pre-tax Deferral Contribution in such amount on the Participant’s behalf in accordance with the provisions of Section 5.03 of the Basic Plan Document (an “Automatic Enrollment Contribution”).

(A) Automatic Enrollment Effective Date: _____

- (B) If the Plan had an automatic contribution arrangement before the Automatic Enrollment Effective Date provided in (A) above (the "Pre-existing Arrangement"), the effective date of the Pre-existing Arrangement was: _____.

Please also check (i) and/or (ii) below if applicable:

- (i) ☐ The Pre-existing Arrangement was a Qualified Automatic Contribution Arrangement described in Code section 401(k)(13)(B).
- (ii) ☐ The Pre-existing Arrangement was an Eligible Automatic Contribution Arrangement described in Code section 414(w)(3).

- (2) With respect to an affected Participant, Automatic Enrollment Contributions will begin as soon as administratively feasible on or after (check one):

- (A) ☐ The Participant's Entry Date.
- (B) ☐ _____ (minimum of 30) days following the Participant's date of hire, but no sooner than the Participant's Entry Date.

Within a reasonable period ending no later than the day prior to the date Compensation subject to the reduction would otherwise become available to the Participant, an Eligible Employee may make an affirmative election not to have Automatic Enrollment Contributions made on his behalf. If an Eligible Employee makes no such affirmative election, his Compensation shall be reduced and Automatic Enrollment Contributions will be made on his behalf in accordance with the provisions of this Subsection (b), and Subsection (c), if applicable, until such Active Participant elects to change or revoke such Deferral Contributions as provided in Subsection 1.07(a)(1). Automatic Enrollment Contributions shall be made only on behalf of Active Participants who are first hired by the Employer on or after the Automatic Enrollment Effective Date and do not have a Reemployment Commencement Date, unless otherwise provided below.

- (3) ☐ Additionally, subject to the Note below, unless such affected Participant affirmatively elects otherwise within the reasonable period established by the Plan Administrator, Automatic Enrollment Contributions will be made with respect to the Employees described below. (Check all that apply).
- (A) ☐ Inclusion of Previously Hired Employees. On the later of the date specified in Subsection (b)(2) with regard to such Eligible Employee or as soon as administratively feasible on or after the 30th day following the Notification Date specified in (iii) below, Automatic Enrollment Contributions will begin for the following Eligible Employees who were hired before the Automatic Enrollment Effective Date and have not had a Reemployment Commencement Date. (Check (i) or (ii), complete (iii), and complete (iv), if applicable).
- (i) ☐ Unless otherwise elected in (iv) below, all such Employees who have never had a Deferral Contribution election in place. If the Employer has elected a QACA in Subsection (d) below, then for the effective date of this election, all Participants for whom contributions are being made pursuant to an automatic contribution arrangement at a percentage not at least equal to the rate specified above (or the limit of automatic increase(s) as specified in Subsection (c)(2) below, if greater) will be automatically enrolled on the 30th day following the Notification Date at the rate given in Subsection (b)(1) above.
- (ii) ☐ Unless otherwise elected in (iv) below, all such Employees who have never had a Deferral Contribution election in place and were hired by the Employer before the Automatic Enrollment Effective Date, but after the following date: _____.

(iii) Notification Date: _____.

(iv) ☐ In addition to the group of Employees elected in (i) or (ii) above, any Employee described in (i) or (ii) above, as applicable, even if he has had a Deferral Contribution election in place previously, provided he is not suspended from making Deferral Contributions pursuant to the Plan and has a deferral rate of zero on the Notification Date. If the Employer has elected a QACA in Subsection (d) below, then for the effective date of this election, all Participants not deferring a percentage at least equal to the rate specified above (or the limit of automatic increase(s) as specified in Subsection (c)(2) below, if greater) will be automatically enrolled on the 30th day following the Notification Date at the rate given in Subsection (b)(1) above.

(B) ☐ Inclusion of Rehired Employees. Unless otherwise stated herein, each Eligible Employee having a Reemployment Commencement Date on the Automatic Enrollment Effective Date. If Subsection (b)(3)(A)(ii) is selected, only such Employees with a Reemployment Commencement on or after the date specified in Subsection (b)(3)(A)(ii) will be automatically enrolled. If Subsection (b)(3)(A) is not selected, only such Employees with a Reemployment Commencement on or after the Automatic Enrollment Effective Date will be automatically enrolled. If Subsection (b)(2)(B) has been elected above, for purposes of Subsection (b)(2) only, such Employee's Reemployment Commencement Date will be treated as his date of hire.

(c) ☐ **Automatic Deferral Increase (Choose only if Automatic Enrollment Contributions are elected in Subsection (b) above) -** Unless an Eligible Employee affirmatively elects otherwise after receiving appropriate notice, Deferral Contributions for each Active Participant having Automatic Enrollment Contributions made on his behalf shall be increased annually by the (whole number) percentage of Compensation stated in (1) below until the deferral percentage stated in Section 1.07(a)(1) is reached (except that the increase will be limited to only the percentage needed to reach the limit stated in Section 1.07(a)(1), if applying the percentage in (1) would exceed the limit stated in Section 1.07(a)(1)), unless the Employer has elected a lower percentage limit in Subsection (c)(2) below.

(1) Increase by _____% (except as such percentage may be modified for certain Eligible Employees through the Additional Provisions Addendum to the Adoption Agreement, but not to exceed 10%) of Compensation. Such increased Deferral Contributions shall be pre-tax Deferral Contributions regardless of any election made by the Participant to have any portion of his Deferral Contributions treated as a Roth 401(k) Contribution.

(2) ☐ Limited to _____% of Compensation (**not to exceed the percentage indicated in Subsection 1.07(a)(1)**) .

(3) The Automatic Deferral Increase for each Participant still subject to it pursuant to Section 5.03(c) of the Basic Plan Document shall occur:

(A) ☐ On each anniversary of such Participant's automatic enrollment date pursuant to (b)(2) or (b)(3) above, as applicable.

(B) ☐ Except if selected below with regard to the first such annual increase, each year on the following date: _____

(i) ☐ The automatic deferral increase shall not apply to a Participant within the first six months following the automatic enrollment date pursuant to (b)(2) or (b)(3) above, as applicable.

(d) ☐ **Qualified Automatic Contribution Arrangement.** The automatic contribution arrangement described in Sections (b) and (c) (if applicable) of this Addendum shall constitute a qualified automatic contribution

arrangement described in Code Section 401(k)(13) ("QACA"), initially effective as of the following date: _____ (can be no earlier than the first day of the first plan year beginning after December 31, 2007).

- (1) ☐ QACA Matching Employer Contribution Formula. Matching Employer Contributions used to satisfy the QACA must vest at least as rapidly as 100% once the Participant is credited with two Years of Service.

- (A) ☐ 100% of the first 1% of the Active Participant's Compensation contributed to the Plan and 50% of the next 5% of the Active Participant's Compensation contributed to the Plan.

Note: If the Employer selects this formula and does not elect Subsection 1.11(b) (or Subsection 1.11(f) through the Additional Provisions Addendum, as appropriate), Additional Matching Employer Contributions, Matching Employer Contributions will automatically meet the safe harbor contribution requirements for deemed satisfaction of the "ACP" test. (Employee Contributions must still be tested for "ACP" test purposes.)

- (B) (i) ☐ Other Enhanced Match: _____% of the first _____% of the Active Participant's Compensation contributed to the Plan,
_____ % of the next _____% of the Active Participant's Compensation contributed to the Plan,
_____ % of the next _____% of the Active Participant's Compensation contributed to the Plan.

Note: To satisfy the safe harbor contribution requirement for the "ADP" test, the percentages specified above for Matching Employer Contributions may not increase as the percentage of Compensation contributed increases, and the aggregate amount of Matching employer contributions at such rates must at least equal the aggregate amount of Matching Employer Contributions that would be made under the percentages described in (d)(1)(A) of this Addendum.

- (ii) ☐ The formula in (i) of this paragraph (B) is also intended to satisfy the safe harbor contribution requirement for deemed satisfaction of the "ACP" test with respect to Matching Employer Contributions. (Employee Contributions must still be tested for "ACP" test purposes.)

- (C) ☐ Safe harbor Matching Employer Contributions shall not be made on behalf of Highly Compensated Employees.

- (2) ☐ QACA Nonelective Employer Contribution. Nonelective Employer Contributions used to satisfy the QACA must vest at least as rapidly as 100% once the Participant is credited with two Years of Service.

- (A) ☐ For each Plan Year, the Employer shall contribute for each eligible Active Participant an amount equal to _____% (not less than 3% nor more than 25%) of such Active Participant's Compensation.

- (B) ☐ The Employer may decide each Plan Year whether to amend the Plan by electing and completing (i) below to provide for a contribution on behalf of each eligible Active Participant in an amount equal to at least 3% of such Active Participant's Compensation.

Note: An employer that has selected paragraph (B) above must amend the Plan by electing (i) below no later than 30 days prior to the end of each Plan Year for which the QACA Nonelective Employer Contributions are being made.

- (i) ☐ For the Plan Year beginning _____, the Employer shall contribute for each eligible Active Participant an amount equal to _____% (not less than 3% nor more than 25%) of such Active Participant's Compensation.
- (C) ☐ QACA Nonelective Employer Contributions shall not be made on behalf of Highly Compensated Employees.
- (D) ☐ The employer has elected to make Matching Employer Contributions under Subsection 1.10 of the Adoption Agreement, if any, that are intended to meet the requirements for deemed satisfaction of the "ACP" test with respect to Matching Employer Contributions.
- (3) ☐ The Plan previously had a QACA, but the Plan was amended to remove the QACA effective: _____.
- (e) ☐ **Eligible Automatic Contribution Arrangement.** The automatic contribution arrangement described in Sections (b) and (c) (if applicable) of this Addendum shall constitute an eligible automatic enrollment arrangement described in Code Section 414 (w) ("EACA"), effective as of the following date: _____ (can be no earlier than the first day of the first plan year beginning after December 31, 2007).
- (1) ☐ Permissible Withdrawal. A Participant who has made an Automatic Enrollment Contribution pursuant to the EACA (an "EACA Participant") shall be eligible to elect to withdraw the amount attributable to such Automatic Enrollment Contribution pursuant to the following rules:
- (A) The EACA Participant must make any such election within ninety days of his automatic enrollment date pursuant to (b)(2) or (b)(3) above, as applicable. Upon making such an election, the EACA Participant's Deferral Contribution election will be set to zero until such time as the EACA Participant's Deferral Contribution rate has changed pursuant to Section 1.07(a)(1) or this Addendum.
- (B) The amount of such withdrawal shall be equal to the amount of the EACA Deferrals through the end of the fifteen day period beginning on the date the Participant makes the election described in (A) above, adjusted for allocable gains and losses to the date of such withdrawal.
- (C) Any amounts attributable to Employer Matching Contributions allocated to the Account of an EACA Participant with respect to EACA Deferrals that have been withdrawn pursuant to this Section (e)(1) shall be forfeited. In the event that Employer Matching Contributions would otherwise be allocated to the EACA Participant's Account with respect to EACA Deferrals that have been so withdrawn, the Employer shall not contribute such Employer Matching Contributions to the Plan.
- (2) An Active Participant who is otherwise covered by the EACA but who makes an affirmative election regarding the amount of Deferral Contributions shall remain covered by the EACA solely for purposes of receiving any required notice from the Plan Administrator in connection with the EACA and for purposes of determining the period applicable to the distribution of certain excess contributions pursuant to Sections 6.04 and 6.07 of the Basic Plan Document.
- (3) ☐ The Plan previously allowed the Permissible Withdrawal described in (e)(1) above, but the Plan was amended to remove the Permissible Withdrawal effective for Participants automatically enrolled on or after the following date: _____.
- (f) ☐ **Coverage under the QACA and/or EACA .** The QACA and/or EACA described in the previous sections of this PPA Addendum shall cover only those Active Participants eligible to affirmatively elect to make Deferral Contributions described below (Check all that apply. If Option (e)(1), Permissible Withdrawal, has been selected by the Employer, then all Employees subject to an automatic enrollment arrangement through the Plan must be covered by the EACA.):

- (1) ☐ Those who are not employees of an unrelated employer listed in Section (c) of the Participating Employers Addendum and are not collectively bargained employees, as defined in Treasury Regulation section 1.410(b)-6(d)(2).
- (2) ☐ Those who are not employees of an unrelated employer listed in Section (c) of the Participating Employers Addendum and are collectively bargained employees, as defined in Treasury Regulation section 1.410(b)-6(d)(2), except for those covered under the following collective bargaining agreement(s):

_____.

- (3) ☐ Those who are employees of an unrelated employer listed in Section (c) of the Participating Employers Addendum, except as provided in (A) below if selected.

- (A) ☐ Employees of the following unrelated employer(s) listed in Section (c) of the Participating Employers Addendum shall not be covered by the QACA and/or EACA:

Note: In the event the Plan's automatic contribution arrangement is both an EACA and a QACA, the Employer's elections in this subsection (f) apply to both the EACA and the QACA.

- (g) ☐ **Qualified Reservist Distribution.** A Participant called to active duty after September 11, 2001 for a period that is either indefinite or to exceed 179 days and the Participant takes the distribution between the date of the call to active duty and the close of the active duty period. The distribution may be made only from amounts attributable to 401(k) deferrals and is exempt from the 10% income tax penalty that would otherwise apply if the Participant has not yet attained age 59-1/2. The PPA would further permit the Participant to repay the distribution to an IRA only (not to the plan) within two years after the end of the active duty period. This subsection (g) shall be effective to permit such distributions after the following date: _____ (can be no earlier than September 11, 2001).
- (h) ☐ **Change to Addendum Provisions.** The Employer has amended the provisions of Subsection (a), (b), (c), (d), (e), (f) and/or (g) to be as indicated above.

Amendment Execution

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed this ____ day of _____, _____.

Employer : Amphenol Corporation

Employer : Amphenol Corporation

By: _____

By: _____

Title: _____

Title: _____

Accepted by : Fidelity Management Trust Company, as Trustee

By: _____ Date: _____

Title: Authorized Signatory

The CORPORATE *plan for Retirement* SM
EXECUTIVE PLAN

Adoption Agreement

IMPORTANT NOTE

This document has not been approved by the Department of Labor, the Internal Revenue Service or any other governmental entity. An Employer must determine whether the plan is subject to the Federal securities laws and the securities laws of the various states. An Employer may not rely on this document to ensure any particular tax consequences or to ensure that the Plan is “unfunded and maintained primarily for the purpose of providing deferred compensation to a select group of management or highly compensated employees” under the Employee Retirement Income Security Act with respect to the Employer’s particular situation. Fidelity Management Trust Company, its affiliates and employees cannot and do not provide legal or tax advice or opinions in connection with this document. This document does not constitute legal or tax advice or opinions and is not intended or written to be used, and it cannot be used by any taxpayer, for the purposes of avoiding penalties that may be imposed on the taxpayer. This document must be reviewed by the Employer’s attorney prior to adoption.

Plan Number: 44381
(07/2007)

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ECM NQ 2007 AA
10/23/2008

**ADOPTION AGREEMENT
ARTICLE 1**

1.01 PLAN INFORMATION

(a) Name of Plan:

This is the Amphenol Corporation Supplemental Defined Contribution Plan (the "Plan").

(b) Plan Status (*Check one.*):

(1) Adoption Agreement effective date: 1/1/2009 .

(2) The Adoption Agreement effective date is (*Check (A) or check and complete (B)*):

(A) ☐ A new Plan effective date.

(B) ☒ An amendment and restatement of the Plan. The original effective date of the Plan was:
6/1/2007.

(c) Name of Administrator, if not the Employer:

1.02 EMPLOYER

(a) Employer Name: Amphenol Corporation

(b) The term "Employer" includes the following Related Employer(s) (as defined in Section 2.01(a)(25)) participating in the Plan:

Amphenol Interconnect Products Corporation
Times Fiber Communications, Inc.
Amphenol Cables on Demand Corp.
Amphenol T&M Antennas, Inc.

1.03 COVERAGE

(Check (a) and/or (b).)

(a) ☒ The following Employees are eligible to participate in the Plan *(Check (1) or (2))*:

(1) ☐ Only those Employees designated in writing by the Employer, which writing is hereby incorporated herein.

(2) ☒ Only those Employees in the eligible class described below:

An Employee who is (1) a member of a select group of management or highly compensated employees (2) either (i) not eligible to accrue a benefit under the Employer's defined benefit plan after January 1, 2007 or (ii) affected by a deferral limit to the primary qualified pension plan in which he or she participates and (3) specifically designated in writing as eligible by Amphenol Corporation.

(b) ☐ The following Directors are eligible to participate in the Plan *(Check (1) or (2))*:

(1) ☐ Only those Directors designated in writing by the Employer, which writing is hereby incorporated herein.

(2) ☐ All Directors, effective as of the later of the date in 1.01(b) or the date the Director becomes a Director.

(Note: A designation in Section 1.03(a)(1) or Section 1.03(b)(1) or a description in Section 1.03(a)(2) must include the effective date of such participation.)

1.04 COMPENSATION

(If Section 1.03(a) is selected, select (a) or (b). If Section 1.03(b) is selected, complete (c))

For purposes of determining all contributions under the Plan:

(a) ☒ Compensation shall be as defined, with respect to Employees, in the Amphenol Corporation Employee Savings/401(k) Plan maintained by the Employer:

(1) ☐ to the extent it is in excess of the limit imposed under Code section 401(a)(17).

(2) ☒ notwithstanding the limit imposed under Code section 401(a)(17).

(b) ☐ Compensation shall be as defined in Section 2.01(a)(9) with respect to Employees *(Check (1), and/or (2) below, if, and as, appropriate):*

(1) ☐ but excluding the following:

(2) ☐ but excluding bonuses, except those bonuses listed in the table in Section 1.05(a)(2).

(c) ☐ Compensation shall be as defined in Section 2.01(a)(9)(c) with respect to Directors, but excluding the following:

1.05 CONTRIBUTIONS ON BEHALF OF EMPLOYEES

(a) Deferral Contributions (*Complete all that apply*):

(1) ☐ Deferral Contributions. Subject to any minimum or maximum deferral amount provided below, the Employer shall make a Deferral Contribution in accordance with, and subject to, Section 4.01 on behalf of each Participant who has an executed salary reduction agreement in effect with the Employer for the applicable calendar year (or portion of the applicable calendar year).

Deferral Contributions Type of Compensation	Dollar Amount		% Amount	
	Min	Max	Min	Max

(Note: With respect to each type of Compensation, list the minimum and maximum dollar amounts or percentages as whole dollar amounts or whole number percentages.)

(2) ☐ Deferral Contributions with respect to Bonus Compensation only. The Employer requires Participants to enter into a special salary reduction agreement to make Deferral Contributions with respect to one or more Bonuses, subject to minimum and maximum deferral limitations, as provided in the table below.

Deferral Contributions Type of Bonus	Treated As		Dollar Amount		% Amount	
	Performance Based	Non- Performance Based	Min	Max	Min	Max

(Note: With respect to each type of Bonus, list the minimum and maximum dollar amounts or percentages as whole dollar amounts or whole number percentages. In the event a bonus identified as a Performance-based Bonus above does not constitute a Performance-based Bonus with respect to any Participant, such Bonus will be treated as a Non-Performance-based Bonus with respect to such Participant.)

(b) Matching Contributions (*Choose (1) or (2) below, and (3) below, as applicable*):

(1) ☐ The Employer shall make a Matching Contribution on behalf of each Employee Participant in an amount described below:

(A) ☐ ___% of the Employee Participant's Deferral Contributions for the calendar year.

(B) ☐ The amount, if any, declared by the Employer in writing, which writing is hereby incorporated herein.

(C) ☐ Other: _____

(2) ☐ Matching Contribution Offset. For each Employee Participant who has made elective contributions (as defined in 26 CFR section 1.401(k)-6 ("QP Deferrals")) of the maximum permitted under Code section 402(g), or the maximum permitted under the terms of the _____ Plan (the "QP"), to the QP, the Employer shall make a Matching Contribution in an amount equal to (A) minus (B) below:

(A) The matching contributions (as defined in 26 CFR section 1.401(m)-1(a)(2) ("QP Match")) that the Employee Participant would have received under the QP on the sum of the Deferral Contributions and the Participant's QP Deferrals, determined as though—

- no limits otherwise imposed by the tax law applied to such QP match; and
- the Employee Participant's Deferral Contributions had been made to the QP.

(B) The QP Match actually made to such Employee Participant under the QP for the applicable calendar year.

Provided, however, that the Matching Contributions made on behalf of any Employee Participant pursuant to this Section 1.05 (b)(2) shall be limited as provided in Section 4.02 hereof.

(3) ☐ Matching Contribution Limits (*Check the appropriate box (es)*):

(A) ☐ Deferral Contributions in excess of ____% of the Employee Participant's Compensation for the calendar year shall not be considered for Matching Contributions.

(B) ☐ Matching Contributions for each Employee Participant for each calendar year shall be limited to \$ ____.

(c) Employer Contributions

(1) ☐ Fixed Employer Contributions. The Employer shall make an Employer Contribution on behalf of each Employee Participant in an amount determined as described below:

(2) ☒ Discretionary Employer Contributions. The Employer may make Employer Contributions to the accounts of Employee Participants in any amount (which amount may be zero), as determined by the Employer in its sole discretion from time to time in a writing, which is hereby incorporated herein.

1.06 CONTRIBUTIONS ON BEHALF OF DIRECTORS

(a) ☐ Director Deferral Contributions

The Employer shall make a Deferral Contribution in accordance with, and subject to, Section 4.01 on behalf of each Director Participant who has an executed deferral agreement in effect with the Employer for the applicable calendar year (or portion of the applicable calendar year), which deferral agreement shall be subject to any minimum and/or maximum deferral amounts provided in the table below.

Deferral Contributions Type of Compensation	Dollar Amount		% Amount	
	Min	Max	Min	Max

(Note: With respect to each type of Compensation, list the minimum and maximum dollar amounts or percentages as whole dollar amounts or whole number percentages.)

(b) Matching and Employer Contributions:

- (1) ☐ Matching Contributions. The Employer shall make a Matching Contribution on behalf of each Director Participant in an amount determined as described below:

- (2) ☐ Fixed Employer Contributions. The Employer shall make an Employer Contribution on behalf of each Director Participant in an amount determined as described below:

- (3) ☐ Discretionary Employer Contributions. The Employer may make Employer Contributions to the accounts of Director Participants in any amount (which amount may be zero), as determined by the Employer in its sole discretion from time to time, in a writing, which is hereby incorporated herein.

1.07 DISTRIBUTIONS

The form and timing of distributions from the Participant's vested Account shall be made consistent with the elections in this Section 1.07.

(a)(1) Distribution options to be provided to Participants

	(A) Specified Date		(B) Specified Age		(C) Separation From Service		(D) Earlier of Separation or Age		(E) Earlier of Separation or Specified Date		(F) Disability		(G) Change in Control		(H) Death	
Deferral Contribution	☒	Lump Sum	☐	Lump Sum	☒	Lump Sum	☐	Lump Sum	☐	Lump Sum	☐	Lump Sum	☐	Lump Sum	☐	Lump Sum
	☒	Installments	☐	Installments	☒	Installments	☐	Installments	☐	Installments	☐	Installments	☐	Installments	☐	Installments
Matching Contributions	☐	Lump Sum	☐	Lump Sum	☐	Lump Sum	☐	Lump Sum	☐	Lump Sum	☐	Lump Sum	☐	Lump Sum	☐	Lump Sum
	☐	Installments	☐	Installments	☐	Installments	☐	Installments	☐	Installments	☐	Installments	☐	Installments	☐	Installments
Employer Contributions	☒	Lump Sum	☐	Lump Sum	☒	Lump Sum	☐	Lump Sum	☐	Lump Sum	☐	Lump Sum	☐	Lump Sum	☐	Lump Sum
	☒	Installments	☐	Installments	☒	Installments	☐	Installments	☐	Installments	☐	Installments	☐	Installments	☐	Installments

(Note: If the Employer elects (F), (G), or (H) above, the Employer must also elect (A), (B), (C), (D), or (E) above, and the Participant must also elect (A), (B), (C), (D), or (E) above. In the event the Employer elects only a single payment trigger and/or payment method above, then such single payment trigger and/or payment method shall automatically apply to the Participant. If the employer elects to provide for payment upon a specified date or age, and the employer applies a vesting schedule to amounts that may be subject to such payment trigger(s), the employer must apply a minimum deferral period, the number of years of which must be greater than the number of years required for 100% vesting in any such amounts. If the employer elects to provide for payment upon disability and/or death, and the employer applies a vesting schedule to amounts that may be subject to such payment trigger, the employer must also elect to apply 100% vesting in any such amounts upon disability and/or death.)

(2) ☒ A Participant incurs a Disability when the Participant (*Check at least one if Section 1.07(a)(1)(F) or if Section 1.08(e)(3) is elected*):

- (A) ☐ is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.
- (B) ☒ is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under an accident and health plan covering employees of the Employer.
- (C) ☐ is determined to be totally disabled by the Social Security Administration or the Railroad Retirement Board.

- (D) ☐ is determined to be disabled pursuant to the following disability insurance program: _____ the definition of disability under which complies with the requirements in regulations under Code section 409A .

(Note: If more than one box above is checked, then the Participant will have a Disability if he satisfies at least one of the descriptions corresponding to one of such checked boxes.)

- (3) ☒ Regardless of any payment trigger and, as applicable, payment method, to which the Participant would otherwise be subject pursuant to (1) above, the first to occur of the following Plan-level payment triggers will cause payment to the Participant commencing pursuant to Section 1.07(e)(1) below is a lump sum, provided such Plan-level payment trigger occurs prior to the payment trigger to which the Participant would otherwise be subject.

Payment Trigger

- (A) ☐ Separation from Service prior to: _____
(B) ☐ Separation from Service
(C) ☒ Death
(D) ☐ Change in Control

(b) Distribution Election Change

A Participant

- (1) ☐ shall
(2) ☒ shall not

be permitted to modify a scheduled distribution election in accordance with Section 8.01(b) hereof.

(c) Commencement of Distributions

- (1) Each lump sum distribution and the first distribution in a series of installment payments (if applicable) shall commence as elected in (A), (B) or (C) below:
- (A) ☒ Monthly on the 15th day of the month which day next follows the applicable triggering event described in 1.07(a).
(B) ☐ Quarterly on the ____ day of the followings months _____, _____, _____, or _____ (list one month in each calendar quarter) which day next follows the applicable triggering event described in 1.07(a).
(C) ☐ Annually on the ____ day of _____ (month) which day next

follows the applicable triggering event described in 1.07(a).

(Note: Notwithstanding the above: a six-month delay shall be imposed with respect to certain distributions to Specified Employees; a Participant who chooses payment on a Specified Date will choose a month, year or quarter (as applicable) only, and payment will be made on the applicable date elected in (A), (B) or (C) above that falls within such month, year or quarter elected by the Participant.)

(2) The commencement of distributions pursuant to the events elected in Section 1.07(a)(1) and Section 1.07(a)(3) shall be modified by application of the following:

- (A) ☐ Separation from Service Event Delay - Separation from Service will be treated as not having occurred for ____ months after the date of such event.
- (B) ☐ Plan Level Delay - all distribution events (other than those based on Specified Date or Specified Age) will be treated as not having occurred for ____ days (insert number of days but not more than 30).

(d) Installment Frequency and Duration

If installments are available under the Plan pursuant to Section 1.07(a), a Participant shall be permitted to elect that the installments will be paid (*Complete 1 and 2 below*):

(1) at the following intervals:

(A) ☐ Monthly commencing on the day elected in Section 1.07(c)(1).

(B) ☐ Quarterly commencing on the day elected in Section 1.07(c)(1) (with payments made at three-month intervals thereafter).

(C) ☒ Annually commencing on the day elected in Section 1.07(c)(1).

(2) over the following term(s) (*Complete either (A) or (B)*):

(A) ☒ Any term of whole years between 2 (minimum of 1) and 15 (maximum of 30).

(B) ☐ Any of the whole year terms selected below.

☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	☐ 6
☐ 7	☐ 8	☐ 9	☐ 10	☐ 11	☐ 12
☐ 13	☐ 14	☐ 15	☐ 16	☐ 17	☐ 18
☐ 19	☐ 20	☐ 21	☐ 22	☐ 23	☐ 24
☐ 25	☐ 26	☐ 27	☐ 28	☐ 29	☐ 30

(Note: Only elect a term of one year if Section 1.07(d)(1)(A) and/or Section 1.07(d)(1)(B) is elected above.)

(e) Conversion to Lump Sum

☐ Notwithstanding anything herein to the contrary, if the Participant's vested Account at the time such Account becomes payable to him hereunder does not exceed \$ ____ distribution of the Participant's vested Account shall automatically be made in the form of a single lump sum at the time prescribed in Section 1.07(c)(1).

(f) Distribution Rules Applicable to Pre-effective Date Accruals

☒ Benefits accrued under the Plan (subject to Code section 409A) prior to the date in Section 1.01(b)(1) above are subject to distribution rules not described in Section 1.07(a) through (e), and such rules are described in Attachment A Re: PRE EFFECTIVE DATE ACCRUAL DISTRIBUTION RULES.

1.08 VESTING SCHEDULE

- (a) (1) The Participant's vested percentage in Matching Contributions elected in Section 1.05(b) shall be based upon the following schedule and unless Section 1.08(a)(2) is checked below will be based on the elapsed time method as described in Section 7.03(b).
- (2) ☐ Vesting shall be based on the class year method as described in Section 7.03(c).
- (b) (1) The Participant's vested percentage in Employer Contributions elected in Section 1.05(c) shall be based upon the following schedule and unless Section 1.08(b)(2) is checked below will be based on the elapsed time method as described in Section 7.03(b).

Years of Service	Vesting %
1	0
2	0
3	0
4	0
5	100

- (2) ☐ Vesting shall be based on the class year method as described in Section 7.03(c).
- (c) ☐ Years of Service shall exclude (*Check one*):
- (1) ☐ for new plans, service prior to the Effective Date as defined in Section 1.01(b)(2)(A).
- (2) ☐ for existing plans converting from another plan document, service prior to the original Effective Date as defined in Section 1.01(b)(2)(B).

(Note: Do not elect to apply this Section 1.08(c) if vesting is based only on the class year method.)

- (d) ☒ Notwithstanding anything to the contrary herein, a Participant will forfeit his Matching Contributions and Employer Contributions (regardless of whether vested) upon the occurrence of the following event(s):
- (1) The Participant engages in activities deemed competitive and materially detrimental to the Employer or (2) The Participant performs acts of willful malfeasance or gross negligence in a matter of material importance to the Employer. Amphenol Corporation shall have the sole discretion with respect to the application of this provision and its decision shall be conclusive and binding on all persons.

(Note: Contributions with respect to Directors, which are 100% vested at all times, are subject to the rule in this subsection (d).)

(e) A Participant will be 100% vested in his Matching Contributions and Employer Contributions upon *(Check the appropriate box(es))*:

(1) ☒ Retirement eligibility is the date the Participant attains age 65 and completes 0 Years of Service, as defined in Section 7.03(b).

(2) ☒ Death.

(3) ☒ The date on which the Participant becomes disabled, as determined under Section 1.07(a)(2).

(Note: Participants will automatically vest upon Change in Control if Section 1.07(a)(1)(G) is elected.)

(f) ☐ Years of Service in Section 1.08 (a)(1) and Section 1.08 (b)(1) shall include service with the following employers;

1.09 INVESTMENT DECISIONS

A Participant's Account shall be treated as invested in the Permissible Investments as directed by the Participant unless otherwise provided below:

1.10 ADDITIONAL PROVISIONS

The Employer may elect Option below and complete the Superseding Provisions Addendum to describe Overriding provisions that are not otherwise reflected in this Adoption Agreement.

☒ The Employer has completed the Superseding Provisions Addendum to reflect the provisions of the Plan that supersede provisions of this Adoption Agreement and/or the Basic Plan Document.

EXECUTION PAGE
(Fidelity's Copy)

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed this 27th day of October, 2008.

Employer Amphenol Corporation

By Edward C. Wetmore

Title V.P., Secretary & G.C.

EXECUTION PAGE
(Employer's Copy)

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed this 27th day of October, 2008.

Employer Amphenol Corporation

By Edward C. Wetmore

Title V.P., Secretary & G.C

AMENDMENT EXECUTION PAGE
(Fidelity's Copy)

Plan Name: Amphenol Corporation Supplemental Defined Contribution Plan (the "Plan")

Employer: Amphenol Corporation

(Note: These execution pages are to be completed in the event the Employer modifies any prior election(s) or makes a new election(s) in this Adoption Agreement. Attach the amended page(s) of the Adoption Agreement to these execution pages.)

The following section(s) of the Plan are hereby amended effective as of the date(s) set forth below:

Section Amended	Effective Date

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed on the date below.

Employer: Amphenol Corporation

By: Edward C. Wetmore

Title: V.P., Secretary & G.C.

Date: October 27, 2008

AMENDMENT EXECUTION PAGE
(Employer's Copy)

Plan Name: Amphenol Corporation Supplemental Defined Contribution Plan (the "Plan")

Employer: Amphenol Corporation

(Note: These execution pages are to be completed in the event the Employer modifies any prior election(s) or makes a new election(s) in this Adoption Agreement. Attach the amended page(s) of the Adoption Agreement to these execution pages.)

Section Amended	Effective Date

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed on the date below.

Employer: Amphenol Corporation
By: Edward C. Wetmore
Title: V.P., Secretary & G. C.
Date: October 27, 2008

ATTACHMENT A

Re: PRE EFFECTIVE DATE ACCRUAL DISTRIBUTION RULES

Plan Name: Amphenol Corporation Supplemental Defined Contribution Plan (the “Plan”)

For contributions and related earnings for tax years beginning prior to 1/1/2009 the following shall apply:

If a Participant elects a date of distribution, such date shall apply to all contributions to the Plan during the period (and earnings attributable to those contributions) , including employer contributions. If the Participant dies before the elected payment date, the Participant shall be considered to have terminated employment and the Participant’s benefit will be paid to the Participant’s Beneficiary commencing pursuant to Section 1.07(c)(l). In the absence of such date election, all contributions to the Plan during the period (and earnings attributable to those contributions), shall be distributed upon termination of employment. All distributions from the Plan shall be paid in a lump sum commencing pursuant to Section 1.07(c)(l).

ATTACHMENT B

Re: SUPERSEDING PROVISIONS
for

Plan Name: Amphenol Corporation Supplemental Defined Contribution Plan (the "Plan")

(a) Superseding Provision(s) - The following provisions supersede other provisions of this Adoption Agreement and/or the Basic Plan Document as described below:

1. Section 1.05(a)(1) of the Adoption Agreement is hereby amended to read as follows:

The Employer shall make a Deferral Contribution in accordance with, and subject to, Section 4.01 on behalf of each Participant who has an executed salary reduction agreement in effect with the Employer for the calendar year (or portion of the calendar year) in question, not to exceed:

(a) for a Participant with estimated compensation for the prior year* of less than the Code Section 401(a)(17) limit for such prior year,

(i) the Code Section 402(g) limit for the Plan Year Less

(ii) the product of the:

(A) Employer's qualified 401(k) plan-level cap on deferrals by Highly Compensated Employees as in effect as of the commencement of the deferral period, and

(B) Compensation Factor for each Participant determined in accordance with the following chart.

Estimated Compensation (Prior Year)*	Compensation Factor
Less than \$125,000	\$ 100,000
\$125,000.01 - \$150,000	\$ 125,000
\$150,000.01 - \$175,000	\$ 150,000
\$175,000.01 - \$200,000	\$ 175,000
\$200,000.01 - \$225,000	\$ 200,000
\$225,000.01 - \$250,000	\$ 225,000
\$250,000.01 - \$275,000	\$ 250,000
\$275,000.01 and over	\$ 275,000

(b) for a Participant with estimated compensation for the prior year* in excess of the Code Section 401(a)(17) limit for such prior year, the maximum deferral amount shall be 5% of the Participant's estimated compensation for the Plan Year in excess of the Code Section 401(a)(17) limit for the Plan Year to a maximum of 6.66 multiplied by such limit. Estimated compensation for the Plan Year shall be determined by Amphenol Corporation, in its sole discretion, prior to the commencement of each deferral election period.

* As determined by Amphenol Corporation, in its sole discretion, prior to the commencement of each deferral election period (For new Employees, an estimate of projected current year Compensation shall be substituted.)

2. Section 1.07(a)(2)(B) of the Adoption Agreement is hereby amended by substituting “6” for “3” in the final clause thereof.

3. Section 8.01(d) of the Basic Plan Document is hereby amended to clarify that, in the absence of a date of distribution election by a Participant, contributions to the Plan during the period (and earnings attributable to those contributions) shall be distributed upon Separation from Service.

4. Section 8.03 of the Basic Plan Document is amended to clarify to the extent permitted by applicable Law that the deferral election, if any, of a Participant who receives an unforeseeable emergency distribution shall be cancelled pursuant to 26 CFR section 1.409A-3(j)(viii).

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 September 30, 2011 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: November 4, 2011

/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 September 30, 2011 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: November 4, 2011

/s/ Diana G. Reardon

Diana G. Reardon

Executive 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 September 30, 2011, 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: November 4, 2011

/s/ R. Adam Norwitt

R. Adam Norwitt

President and 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 September 30, 2011, 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: November 4, 2011

/s/ Diana G. Reardon

Diana G. Reardon

Executive 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.
