

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

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

**Amphenol Corporation**  
(Exact name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)  
**22-2785165**  
(I.R.S. Employer Identification No.)  
**358 Hall Avenue**  
**Wallingford, Connecticut 06492**  
**(203) 265-8900**  
(Address and telephone number of  
Registrant's principal executive offices)

**Amphenol Technologies Holding GmbH**  
(Exact name of Registrant as specified in its charter)

**Not Applicable**  
(Translation of Registrant's name into English)  
**Germany**  
(State or other jurisdiction of  
incorporation or organization)  
**Not Applicable**  
(I.R.S. Employer Identification No.)  
**August-Häußer-Strasse 10**  
**74080 Heilbronn, Germany**  
**+ 49(0) 7131 929 0**  
(Address and telephone number of  
Registrant's principal executive offices)

**Lance D'Amico**  
**Executive Vice President, Secretary and General Counsel**  
**Amphenol Corporation**  
**358 Hall Avenue**  
**Wallingford, Connecticut 06492**  
**(203) 265-8900**

(Name, address, including zip code, and telephone number, including area of code, of agent for service)

**Copies To:**

**Wesley C. Holmes, Esq.**  
**R. Charles Cassidy III, Esq.**  
**Latham & Watkins LLP**  
**200 Clarendon Street**  
**Boston, Massachusetts 02116**  
**(617) 948-6000**

**Approximate date of commencement of proposed sale to the public:**

From time to time after the effective date of this registration statement, as determined by market and other conditions.

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

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

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

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

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(c) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

**Amphenol Corporation**

Large accelerated filer       Accelerated filer       Non-accelerated filer       Smaller reporting company   
Emerging growth company

**Amphenol Technologies Holding GmbH**

Large accelerated filer       Accelerated filer       Non-accelerated filer       Smaller reporting company   
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

PROSPECTUS

**AMPHENOL CORPORATION****Senior Debt Securities  
Guarantees****AMPHENOL TECHNOLOGIES HOLDING GMBH****Senior Debt Securities**

Amphenol Corporation may offer and sell its senior debt securities and guarantees, from time to time, in one or more offerings. Amphenol Technologies Holding GmbH may offer and sell its senior debt securities, from time to time, in one or more offerings.

This prospectus describes the general terms of these securities and the general manner in which we will offer them. We will provide a supplement to accompany this prospectus each time we offer any of these securities. The accompanying prospectus supplement will contain the terms of each series of securities, describe the specific manner in which we will offer such securities, and may also supplement, update or amend information contained in this prospectus. This prospectus may not be used to offer or sell any securities unless accompanied by a prospectus supplement. You should read this prospectus and the accompanying prospectus supplement, together with additional information described under the heading “Where You Can Find More Information” and “Incorporation of Certain Information by Reference,” before you invest.

We may offer and sell these securities, on a continuous or delayed basis, to or through one or more underwriters, dealers or agents, or directly to purchasers. If any underwriters, dealers or agents are involved in the sale of any of the securities, their names and any applicable purchase price, fee, commission or discount arrangement between or among them will be set forth, or will be calculable from the information set forth, in the applicable prospectus supplement. See the sections of this prospectus entitled “About this Prospectus” and “Plan of Distribution” for more information. No securities may be sold without delivery of this prospectus and the applicable prospectus supplement describing the method and terms of the offering of such securities.

Investing in our securities involves risks. See “*Risk Factors*” on page 6 of this prospectus, the risk factors included in Amphenol Corporation’s periodic reports filed with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, each of which is incorporated by reference herein, and any risk factors described in the accompanying prospectus supplement, for a discussion of certain risks you should consider carefully before investing in our securities.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

This prospectus, the available prospectus supplement and any free writing prospectus we authorize contains and incorporates by reference information that you should consider when making your investment decision. We have not authorized anyone to provide you with different information. If you receive any different or inconsistent information, you should not rely on it.

You should assume that the information contained in this prospectus, the accompanying prospectus supplement, any freewriting prospectus and the documents incorporated by reference herein and therein, is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates.

We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted.

The date of this prospectus is March 2, 2026.

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**ABOUT THIS PROSPECTUS**

This prospectus is part of an automatic shelf registration statement on Form S-3 that we filed with the Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended (the “Securities Act”), as a “well-known seasoned issuer” as defined in Rule 405 under the Securities Act, using a “shelf” registration, or continuous offering, process. Under this shelf registration process, we may, at any time and from time to time, issue and sell, in one or more offerings, the securities described in this prospectus.

This prospectus provides you with a general description of the securities we may offer. Each time we sell securities, we will provide a prospectus supplement that accompanies this prospectus that will provide specific information about the terms of that offering and the offered securities, including the specific amounts and prices of the securities offered. The accompanying prospectus supplement may include or incorporate by reference a detailed and current discussion of any risk factors and will discuss any special considerations applicable to those securities, including the plan of distribution. We may also authorize one or more free writing prospectuses to be provided to you that may contain material information relating to these offerings. The accompanying prospectus supplement or free writing prospectus may also add, update or change information contained in this prospectus. You should read both this prospectus and any prospectus supplement together with additional information described under “Where You Can Find More Information.” Any information in the accompanying prospectus supplement or free writing prospectus that is inconsistent with this prospectus will modify or supersede the information in this prospectus.

The registration statement we filed with the SEC includes exhibits that provide more detail of the matters discussed in this prospectus. Statements contained in this prospectus about the provisions or contents of any agreement or other document are not necessarily complete. If the SEC’s rules and regulations require that an agreement or document be filed as an exhibit to the registration statement, please see that agreement or document for a complete description of these matters.

Before making your investment decision, you should read and carefully consider this prospectus, the accompanying prospectus supplement (and any applicable free writing prospectuses), and the related exhibits filed with the SEC, together with the additional information in the documents referred to in the sections entitled “Where You Can Find More Information” and “Incorporation of Certain Information by Reference” below. Information incorporated by reference after the date of this prospectus is considered a part of this prospectus and may add, update or change information contained in this prospectus. Any information in such subsequent filings that is inconsistent with this prospectus will modify or supersede the information in this prospectus.

We have not authorized anyone to provide you with any information or to make any representations other than those contained in this prospectus, any applicable accompanying prospectus supplement or any free writing prospectuses prepared by or on behalf of us or to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We will not make an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus and the applicable accompanying prospectus supplement to this prospectus is accurate only as of the date on its respective cover, that the information appearing in any applicable free writing prospectus is accurate only as of the date of that free writing prospectus, and that any information incorporated by reference is accurate only as of the date of the document incorporated by reference, unless we indicate otherwise. Our business, financial condition, results of operations and prospects may have changed since those dates. This prospectus incorporates by reference, and any accompanying prospectus supplement or free writing prospectus may contain and incorporate by reference, market data and industry statistics and forecasts that are based on independent industry publications and other publicly available information. Although we believe these sources are reliable, we do not guarantee the accuracy or completeness of this information and we have not independently verified this information. In addition, the market and industry data and forecasts that may be included or incorporated by reference in this prospectus, any accompanying prospectus supplement or any applicable free writing prospectus may involve estimates, assumptions and other risks and uncertainties and are subject to change based on various factors, including those discussed under the heading “Risk Factors” contained in this prospectus, the applicable accompanying prospectus supplement and any applicable free writing

prospectus, and under similar headings in other documents that are incorporated by reference into this prospectus. Accordingly, investors should not place undue reliance on this information.

Unless otherwise stated, or the context otherwise requires, references in this prospectus to “we,” “us,” “our,” “Amphenol” and “the Company” are to Amphenol Corporation and, as applicable, its consolidated subsidiaries, including Amphenol Technologies Holding GmbH.

**NOTICE TO PROSPECTIVE INVESTORS IN THE EUROPEAN ECONOMIC AREA**

The debt securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”); or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the “Prospectus Regulation”). The expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the debt securities to be offered so as to enable an investor to decide to purchase or subscribe for the debt securities.

Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “PRIIPs Regulation”) for offering or selling the debt securities or otherwise making them available to retail investors in the EEA has been prepared, and therefore offering or selling the debt securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation. This prospectus has been prepared on the basis that any offer of the debt securities in any Member State of the EEA will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of debt securities. This prospectus is not a prospectus for the purposes of the Prospectus Regulation.

### FORWARD-LOOKING STATEMENTS

Certain statements in this prospectus and the documents incorporated by reference herein and therein, that are not purely historical information, are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 and the provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Such forward-looking statements are based on our management’s assumptions and beliefs about future events or circumstances using information currently available, and, as a result, they are subject to risks and uncertainties. Forward-looking statements address events or developments that we expect or believe may or will occur in the future. These forward-looking statements, which address the Company’s expected business and financial performance and financial condition, among other matters, may contain words and terms such as: “anticipate,” “believe,” “commit,” “continue,” “could,” “estimate,” “expect,” “forecast,” “guidance,” “intend,” “look ahead,” “may,” “ongoing,” “optimistic,” “plan,” “potential,” “predict,” “project,” “seek,” “should,” “target,” “will” or “would” and other words and terms of similar meaning.

Forward-looking statements by their nature address matters that are, to different degrees, uncertain, such as statements about expected earnings, revenues, growth, liquidity, effective tax rate, interest rates, anticipated benefits of certain acquisitions, financing sources, the expected timing for the closing of certain acquisitions or other matters. Although we believe the expectations reflected in all forward-looking statements are based upon reasonable assumptions, the expectations may not be attained or there may be material deviation. Readers and investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date on which they are made. There are risks and uncertainties that could cause actual results to differ materially from these forward-looking statements.

A description of some of these uncertainties and other risks is included in the section entitled “Part I, Item 1A. Risk Factors” in our [Annual Report on Form 10-K for the year ended December 31, 2025](#), incorporated by reference herein, as well as other reports filed with the Securities and Exchange Commission (“SEC”), including, but not limited to, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. There may be other risks and uncertainties not identified in these documents (that we either currently do not expect to have an adverse effect on our business or that we are unable to predict or identify at the time of this prospectus) that may cause our actual future results to be materially different from those expressed in any forward-looking statements. Our forward-looking statements may also be impacted by, among other things, future tax, regulatory and other legal changes that may arise in any of the jurisdictions in which we operate.

The Company undertakes no obligation to update or revise any forward-looking statements except as required by law.

### WHERE YOU CAN FIND MORE INFORMATION

We have filed a registration statement on Form S-3 with the SEC under the Securities Act. Except as required by law, we do not undertake any obligation to update or publicly release any revisions to any forward-looking statement made by us or on our behalf to reflect new information, future events or changes in expectations after the date on which such forward-looking statement is made.

This prospectus is part of the registration statement, but the registration statement also contains or incorporates by reference additional information and exhibits. Forms of the indentures and other documents establishing the terms of the offered securities are or may be filed as exhibits to the registration statement or documents incorporated by reference in the registration statement. We are subject to the informational requirements of the Exchange Act and, in accordance with these requirements, we file reports and other information relating to our business, financial condition and other matters with the SEC. We are required to disclose in such reports certain information, as of particular dates, concerning our operating results and financial condition, officers and directors, principal holders of shares, any material interests of such persons in transactions with us and other matters. The SEC maintains a website that contains reports and other information regarding registrants like us that file electronically with the SEC. The address of the SEC’s website is: <http://www.sec.gov>.

You can also obtain our Annual Reports, statements regarding our quarterly results, statements regarding any quarterly dividend payments, and other information about the Company at our website: <http://www.amphenol.com>. Our website and the information contained on our website are not part of this prospectus.

#### INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows Amphenol Corporation to “incorporate by reference” into this prospectus the information that Amphenol Corporation has filed with the SEC, which means that Amphenol Corporation can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus, and the information that Amphenol Corporation files later with the SEC will automatically update and, where applicable, modify or supersede the information in this prospectus and the documents listed below. Amphenol Corporation hereby “incorporates by reference” the following documents that have been or will be filed with the SEC:

- [Amphenol Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2025, filed on February 11, 2026](#);
- Amphenol Corporation's Current Reports on Form 8-K, filed on [January 8, 2026](#) (other than the information furnished pursuant to Item 7.01 and Exhibit 99.1), [January 12, 2026](#) (other than the information furnished pursuant to Item 7.01 and Exhibit 99.1) and [February 5, 2026](#) (other than the information furnished pursuant to Item 7.01 and Exhibit 99.1); and
- all of Amphenol Corporation's future filings with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus until the offerings contemplated by this prospectus are completed or terminated.

Amphenol Corporation is not, however, incorporating any documents or information that are deemed to have been furnished rather than filed in accordance with SEC rules.

You may request a copy of these filings, at no cost, by writing or telephoning us at the following address and number:

Investor Relations  
Amphenol Corporation  
358 Hall Avenue  
Wallingford, Connecticut 06492  
Telephone No: (203) 265-8900

Exhibits to the filings will not be sent, however, unless those exhibits have specifically been incorporated by reference in this prospectus or any accompanying prospectus supplement.

Amphenol Technologies Holding GmbH does not, and will not, file separate reports with the SEC.

**RISK FACTORS**

Investing in our securities involves risks. In considering whether to purchase any securities, you should carefully consider the specific risks discussed under “Risk Factors” in the accompanying prospectus supplement. In addition to the information contained in this prospectus and the accompanying prospectus supplement, you should also carefully consider the information we have included or incorporated by reference in this prospectus, the accompanying prospectus supplement and any applicable free writing prospectus. In particular, you should carefully consider the risks described under the heading “Risk Factors” contained in our Annual Report on Form 10-K and any Quarterly Reports on Form 10-Q incorporated by reference herein. The occurrence of any of these risks might cause you to lose all or part of your investment in the offered securities.

## AMPHENOL CORPORATION

Amphenol Corporation is one of the world's largest designers, manufacturers and marketers of electrical, electronic and fiber optic connectors and interconnect systems, antennas, sensors and sensor-based products and coaxial, high-speed, fiber optic and specialty cable. The Company estimates, based on recent reports of industry analysts, that worldwide sales of interconnect, value-add cable assembly, antenna, cable and sensor-related products were approximately \$500 billion in 2025.

Certain predecessor businesses of the Company were founded in 1932, and the Company was incorporated under the laws of the State of Delaware in 1986. The Company's Class A Common Stock ("Common Stock") began trading on the New York Stock Exchange in 1991.

The Company's strategy is to provide our customers with comprehensive design capabilities, a broad selection of products and a high level of quality and service on a worldwide basis, while maintaining continuing programs of productivity improvement and cost control. The Company aligns its businesses into three reportable business segments: (i) *Communications Solutions*, (ii) *Harsh Environment Solutions* and (iii) *Interconnect and Sensor Systems*. This alignment and segment structure reinforces the Company's entrepreneurial culture and enables clear accountability of each of our business unit general managers, while enhancing the scalability of Amphenol's business for the future. The Company has three segment managers who lead their respective reportable business segments, each reporting directly to the Company's Chief Executive Officer. All segment information throughout this prospectus is presented under our three reportable segments.

A description of each of our reportable business segments is as follows:

- *Communications Solutions* — the Communications Solutions segment designs, manufactures and markets a broad range of connector and interconnect systems, including high speed, radio frequency, power, fiber optic and other products, coaxial and high-speed cable, as well as antennas.
- *Harsh Environment Solutions* — the Harsh Environment Solutions segment designs, manufactures and markets a broad range of ruggedized interconnect products, including connectors and interconnect systems, specialty cable, printed circuits and printed circuit assemblies and other products.
- *Interconnect and Sensor Systems* — the Interconnect and Sensor Systems segment designs, manufactures and markets a broad range of sensors, sensor-based systems, connectors and value-add interconnect systems.

Our principal executive offices are located at 358 Hall Avenue, Wallingford, Connecticut 06492, and our main telephone number is (203) 265-8900. Our website is located at <http://www.amphenol.com>. Our website and the information contained on our website are not part of this prospectus.

#### AMPHENOL TECHNOLOGIES HOLDING GMBH

Amphenol Technologies Holding GmbH is a wholly-owned indirect subsidiary of Amphenol Corporation. Amphenol Technologies Holding GmbH is a holding company for many of Amphenol's European subsidiaries, and was incorporated as a limited liability company (*Gesellschaft mit beschränkter Haftung*) under the laws of the Federal Republic of Germany with the name LPL Technologies Holding GmbH on December 19, 1989. It is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stuttgart under the registration number HRB 104157. Amphenol Technologies Holding GmbH changed its name to Amphenol Technologies Holding GmbH on June 25, 2018.

Amphenol Technologies Holding GmbH's registered office is at August-Häußer-Strasse 10, 74080 Heilbronn, Germany, and Amphenol Technologies Holding GmbH's main telephone number is +49(0) 7131 929 0.

## ENFORCEMENT OF CIVIL LIABILITIES

Amphenol Technologies Holding GmbH is incorporated as a limited liability company (*Gesellschaft mit beschränkter Haftung*) under the laws of Germany. Certain of Amphenol Technologies Holding GmbH's managing directors and authorized officers may reside outside the United States, and certain of Amphenol Technologies Holding GmbH's or such persons' assets are or may be located outside the United States. As a result, it may be difficult for investors to effect service of process, including judgments, upon Amphenol Technologies Holding GmbH or such persons outside of Germany or within the United States. It may also be difficult for investors to enforce against Amphenol Technologies Holding GmbH judgments obtained in courts other than courts within the member states of the European Union.

There is no treaty between Germany and the United States providing for the reciprocal recognition and enforcement of judgements, other than arbitration awards, in civil and commercial matters. Consequently, a final judgement for payment given by any federal or state court in the United States, whether or not predicated solely upon U.S. federal or state securities laws, would not automatically be enforceable, either in whole or in part, in Germany. A final judgement by a U.S. federal or state court, however, may be recognized and enforced in Germany in an action before a court of competent jurisdiction in accordance with the proceedings set forth by the German Code of Civil Procedure (*Zivilprozessordnung*). In such an action, a German court generally will not reinvestigate the merits of the original matter decided by a U.S. court, except as noted below. A German court will reject the recognition and enforcement of the U.S. judgement if one or more of the following circumstances exists:

- the judgement is not final under U.S. law; or
- the U.S. court did not have international jurisdiction over the original proceedings according to the applicable German and EU rules on international jurisdiction; or
- the defendant did not appear in the proceedings and invokes such lack of appearance, and the document commencing the proceedings was not duly made known to the defendant in a timely manner that allowed for adequate defense; or
- the judgment of the U.S. court is in conflict with a prior judgment of a German court or a prior judgment of another foreign court which is to be recognized by German courts; or
- the proceedings leading to the judgment of the U.S. court are irreconcilable with proceedings in the German courts which had become pending (*rechtshängig*) before; or
- the effects of recognition of the judgment by the U.S. court would be manifestly incompatible with German public policy, including the fundamental principles of German law, and in particular the civil liberties (*Grundrechte*) guaranteed by virtue of the German Constitution (*Grundgesetz*); or
- the reciprocity of recognition and enforcement of judgments is not guaranteed.

Subject to the foregoing, investors may be able to enforce judgments in civil and commercial matters obtained from U.S. federal or state courts in Germany. It cannot be guaranteed that attempts to enforce judgments in Germany will be successful. It is doubtful whether a German court would impose civil liability if proceedings were commenced in Germany based solely upon U.S. federal or state securities laws. However, if an original action is brought before a German court, and the court does not decline jurisdiction, the court may apply not only EU and German rules of civil procedure, but also certain substantive provisions of the EU and the German law that are regarded as mandatory and may refuse to apply U.S. federal and state law provisions, particularly those relating to certain remedies, if the relevant application violates German public policy.

Enforcement is also subject to the effect of any applicable bankruptcy, insolvency, reorganization, liquidation or moratorium as well as other similar laws affecting investor's rights generally.

German courts also usually deny the recognition and enforcement of punitive damages or any other damages which do not serve a compensatory purpose, such as treble damages, as incompatible with the fundamental principles of German law on damages. Moreover, a German court may reduce the amount of damages granted by a U.S. court and recognize damages only to the extent that they are necessary to compensate actual losses or damages.

German civil procedure differs substantially from U.S. civil procedure in a number of respects. Insofar as the production of evidence is concerned, U.S. federal and state law and the laws of several other jurisdictions based on common law provide for pre-trial discovery, a process by which parties to the proceedings may, prior to trial, compel the production of documents by adverse or third parties and the deposition of witnesses. Evidence obtained in this manner may be decisive in the outcome of any proceeding. No equivalent pre-trial discovery process exists under German law.

If the party in whose favor such final U.S. judgment is rendered brings a new lawsuit in a competent court in Germany, such party may submit to the German court the final judgment rendered in the United States. Under such circumstances, a judgment by a federal or state court of the United States will be regarded by a German court only as evidence of the outcome of the dispute to which such judgment relates. A German court may choose to re-hear the dispute and may render a judgment not in line with the judgment rendered by a federal or state court of the United States.

**USE OF PROCEEDS**

Unless we state otherwise in the accompanying prospectus supplement, we intend to use the net proceeds from the sale of the securities that may be offered hereby for general corporate purposes. General corporate purposes may include repayment or redemption of existing indebtedness, common stock repurchases under Amphenol Corporation's stock repurchase program and future acquisitions and strategic investment opportunities. The prospectus supplement relating to any specific offering of securities will contain a more detailed description of the use of proceeds of such offering.

**GUARANTOR DISCLOSURES**

Amphenol Corporation will guarantee debt securities of Amphenol Technologies Holding GmbH, as described in “Description of Guarantees” in this prospectus and as further described in the applicable prospectus supplement. Any such guarantees by Amphenol Corporation will be full, irrevocable, unconditional and absolute joint and several guarantees to the holders of each series of such guaranteed debt securities. Amphenol Technologies Holding GmbH is consolidated into the financial statements of Amphenol Corporation.

Amphenol Corporation and Amphenol Technologies Holding GmbH have filed this prospectus with the SEC registering, among other securities, debt securities of Amphenol Technologies Holding GmbH, which will be fully and unconditionally guaranteed by Amphenol Corporation. Pursuant to Rule 3-10 of Regulation S-X, separate consolidated financial statements of Amphenol Technologies Holding GmbH have not been presented. As permitted under Rule 13-01(a)(4)(vi) of Regulation S-X, we have excluded the combined summarized financial information of Amphenol Corporation and Amphenol Technologies Holding GmbH as management believes that such summarized financial information would not be material to investors.

## DESCRIPTION OF SENIOR DEBT SECURITIES

**General**

The following is a summary of the general terms of the senior debt securities that: (i) Amphenol Corporation may issue under the indenture, dated March 16, 2023, between Amphenol Corporation and U.S. Bank Trust Company, National Association, as trustee (or any other trustee as set forth in a resolution of the board of directors of Amphenol Corporation, an officer's certificate or a supplemental indenture pursuant to the indenture) (the "Amphenol indenture") and (ii) Amphenol Technologies Holding GmbH may issue under the form of indenture between Amphenol Technologies Holding GmbH, Amphenol Corporation, as guarantor, and U.S. Bank Trust Company, National Association, as trustee (or any other trustee as set forth in an officer's certificate or a supplemental indenture pursuant to the form of indenture) (the "Amphenol Technologies indenture" and together with the Amphenol indenture, the "indentures"). The terms of the senior debt securities include those expressly set forth in the applicable indenture and those made part of such indenture by referencing the Trust Indenture Act of 1939. The particular terms of the senior debt securities of any series and the extent, if any, to which such general terms may apply to the senior debt securities of such series will be described in the prospectus supplement applicable to the senior debt securities of such series. If there is any inconsistency between the information in this prospectus and the prospectus supplement applicable to the senior debt securities of such series, you should rely on the information in such accompanying prospectus supplement. This description of senior debt securities provides an overview of the material provisions of the senior debt securities and, to the extent applicable to the senior debt securities, the indentures. Since this description of senior debt securities is a summary, you should refer to the applicable indenture for a complete description of our obligations and the rights of a holder of senior debt securities thereunder. The indenture governing Amphenol Corporation's senior debt securities and the form of indenture governing Amphenol Technologies Holding GmbH's senior debt securities have been filed as exhibits to the registration statement of which this prospectus is a part. Any debt securities issued by Amphenol Technologies Holding GmbH will be guaranteed by Amphenol Corporation. See "Description of Guarantees" below.

In this description, unless specifically noted otherwise or unless the context otherwise requires, all references to "we," "us," "our" and "ours" refer to either Amphenol Corporation or Amphenol Technologies Holding GmbH, as the case may be, as issuer of the applicable senior debt securities, and not to any of their respective subsidiaries; all references to "Guarantor" refers to Amphenol Corporation as guarantor of the senior debt securities to be issued by Amphenol Technologies Holding GmbH and all references to "senior debt securities" refer to the senior debt securities issued by either Amphenol Corporation and Amphenol Technologies Holding GmbH, as issuers of the applicable senior debt securities. Unless otherwise defined in this prospectus, capitalized terms used in this "Description of the Senior Debt Securities" section are defined under "— Definitions" below.

There is no requirement under either indenture that future issuances of our senior debt securities be issued under the indentures, and in connection with future issuances of other senior debt securities, we will be free to use other indentures or instruments, which may contain provisions different from those contained in the indentures or applicable to one or more series of senior debt securities issued thereunder.

The indentures do not limit the aggregate principal amount of senior debt securities that may be issued thereunder. The indentures provide that the senior debt securities may be issued in one or more series. The senior debt securities may be issued at various times and may have differing maturity dates and may bear different interest rates. The prospectus supplement applicable to the senior debt securities of any series will describe:

- whether the issuer of the senior debt securities is Amphenol Corporation or Amphenol Technologies Holding GmbH;
- the designation and aggregate principal amount of the senior debt securities of such series and their authorized denominations (if other than \$2,000 and integral multiples thereof);
- the date or dates on which the senior debt securities of such series will mature;
- the interest rate or rates, or method of calculation of such rate or rates, on the senior debt securities of such series, and the date from which such interest shall accrue;

- the dates on which such interest will be payable or the method by which such dates are to be determined;
- the record dates for payment of such interest;
- any obligation to redeem or repurchase the senior debt securities of such series, whether pursuant to a sinking fund or analogous provision or at our option or the option of the holder thereof;
- the period or periods within which, the price or prices at which, and the terms and conditions upon which, the senior debt securities of such series may be redeemed or repurchased, in whole or in part;
- the inapplicability of any event of default or covenant set forth in the applicable indenture relating to the senior debt securities, or the applicability of any other events of default or covenant in addition to the events of default or covenants set forth in the applicable indenture relating to the senior debt securities;
- the currency of denomination of the debt securities, which may be United States Dollars, Euros or any foreign currency;
- the trustee, registrar, transfer agent, service agent and paying agent for the securities of such series;
- the ranking of the senior debt securities, and a description of the subordination terms under German law (including their ranking pursuant to section 39 of the German Insolvency Code (*Insolvenzordnung*)), in the case of the senior debt securities issued by Amphenol Technologies Holding GmbH;
- if applicable, the circumstances under which we may redeem the senior debt securities of the series if we or the Guarantor is obliged to pay additional amounts thereon; or
- other specific terms applicable to the senior debt securities of such series.

If Amphenol Technologies Holding GmbH issues the senior debt securities, Amphenol Corporation will fully and unconditionally guarantee the due and punctual payment of the principal of, any premium and any interest on those senior debt securities, when and as these payments become due and payable, whether at maturity, upon redemption or declaration of acceleration, or otherwise. See “Description of Guarantees”.

Principal of and premium, if any, and interest on the senior debt securities issued and payable in United States Dollars will be payable, and the senior debt securities issued and payable in United States Dollars may be exchanged or transferred, at our office or agency (which initially shall be the corporate trust office of the trustee, 185 Asylum Street, 27<sup>th</sup> Floor, Hartford, CT 06103), except that, at our option, payment of interest may be made by check mailed to the registered holders of the senior debt securities at their registered address. Principal of and premium, if any, and interest on the senior debt securities issued and payable in Euros or any other foreign currency will be payable, and the senior debt securities issued and payable in Euros or any other foreign currency may be exchanged or transferred, at our office or agency, except that, at our option, payment of interest may be made by check mailed to the registered holders of the senior debt securities at their registered addresses. No service charge will be made for any registration of transfer or exchange of senior debt securities, but we or the trustee may require payment of a sum sufficient to cover any transfer tax or other similar governmental charge payable in connection with such transfer or exchange.

Unless otherwise indicated in the prospectus supplement applicable to the senior debt securities of any series, in any case where the date of payment of the principal of or premium, if any, or interest on the senior debt securities of any series, including the date, if any, fixed for redemption or repurchase of the senior debt securities of such series, shall not be a “business day” (as defined below), then payment of principal, premium or interest need not be made on that date at such place but may be made on the next succeeding business day, and no interest shall accrue for the intervening period. A “business day” shall mean a day that is not, in Hartford, Connecticut, a Saturday, Sunday, a legal holiday or a day on which banking institutions are authorized or obligated by law to close.

#### **Ranking**

The senior debt securities of any issuer will be senior unsecured and unsubordinated indebtedness and will rank equally with all of our existing and future senior unsecured and unsubordinated indebtedness of

the issuer of the senior debt securities. However, the senior debt securities of Amphenol Corporation and Amphenol Technologies Holding GmbH will be structurally subordinated to the indebtedness of their respective subsidiaries and effectively subordinated to any secured debt to the extent of the value of the assets securing such indebtedness.

The guarantee of senior debt securities to be issued by Amphenol Corporation will be structurally subordinated to the indebtedness of its subsidiaries and effectively subordinated to any secured debt to the extent of the value of the assets securing such indebtedness.

#### **Trustee**

We are obligated to pay reasonable compensation to the trustee and the agents and to indemnify the trustee and the agents against certain losses, liabilities, expenses and certain taxes incurred by the trustee and the agents in connection with their duties relating to the senior debt securities. The trustee's and any agent's claims for these payments will generally be senior to those of holders of senior debt securities in respect of all funds collected or held by the trustee.

#### **Covenants**

Unless otherwise indicated in the prospectus supplement applicable to the senior debt securities of any series and except as discussed below, we are not restricted by the indentures from:

- incurring any type of indebtedness or other obligation;
- paying dividends or making distributions on our capital stock; or
- purchasing or redeeming our capital stock.

We are not required under the indentures to maintain any financial ratios or specified levels of net worth or liquidity.

The indentures contain various covenants, including, among others, the following:

##### *Limitation on Liens*

So long as the senior debt securities of any series are outstanding under the applicable indenture, neither Amphenol Corporation nor any Restricted Subsidiary will, directly or indirectly, issue, incur, create, assume or guarantee any indebtedness secured by a mortgage, security interest, pledge, lien, charge or other encumbrance upon any Principal Property or upon any shares of capital stock or indebtedness of any Restricted Subsidiary (a "mortgage"), whether such Principal Property, shares or indebtedness are now existing or owned or hereafter created or acquired, unless prior to or at the same time the senior debt securities of such series and, if applicable, the guarantee of senior debt securities, are equally and ratably secured with or, at our option, prior to such secured indebtedness.

This restriction does not apply to:

- (1) mortgages on property, shares of capital stock or indebtedness or other assets of any entity existing at the time such entity becomes a Restricted Subsidiary, provided that such mortgage was not incurred in anticipation of such entity becoming a Restricted Subsidiary;
- (2) mortgages on property, shares of capital stock or indebtedness existing at the time of acquisition by Amphenol Corporation or any Restricted Subsidiary (which may include property previously leased by Amphenol Corporation or any such Restricted Subsidiary and leasehold interests on the property, provided that the lease terminates prior to or upon the acquisition), provided that such mortgage was not incurred in anticipation of such acquisition;
- (3) mortgages on property, shares of capital stock or indebtedness to secure any indebtedness incurred prior to, at the time of, or within 270 days after, the latest of the acquisition of such property, shares of capital stock or indebtedness, or in the case of real property, the completion of construction, the completion of improvements or the beginning of substantial commercial

- operation of such real property for the purpose of financing all or any part of the purchase price of such real property, the construction thereof or the making of improvements thereto;
- (4) mortgages in favor of Amphenol Corporation or any Restricted Subsidiary;
  - (5) mortgages existing at the time of the closing of the offering of the senior debt securities of such series;
  - (6) mortgages on property or other assets of any entity existing at the time such entity is merged into or consolidated with either Amphenol Corporation or any Restricted Subsidiary or at the time of a sale, lease or other disposition of the properties of such entity as an entirety or substantially as an entirety to either Amphenol Corporation or any Restricted Subsidiary, provided that this mortgage was not incurred in anticipation of the merger or consolidation or sale, lease or other disposition;
  - (7) mortgages in favor of the United States of America or any state, territory or possession thereof (or the District of Columbia) to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or cost of constructing or improving the property subject to such mortgages;
  - (8) mortgages created in connection with a project financed with, and created to secure, a Nonrecourse Obligation;
  - (9) mortgages securing all of the senior debt securities of such series and, if applicable, the guarantee of senior debt securities outstanding under the applicable indenture;
  - (10) mortgages imposed by law, including carriers', warehousemen's, mechanics, landlords, materialmen's and repairmen's or other similar mortgages, in each case for sums not yet overdue for a period of more than 60 days or that are bonded or being contested in good faith by appropriate proceedings;
  - (11) mortgages on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property assets;
  - (12) mortgages created or subsisting by way of hereditary building rights;
  - (13) mortgages pursuant to section 1136 (alone or in conjunction with 1192(1)) of the German Civil Code (*Bürgerliches Gesetzbuch*);
  - (14) mortgages required to be granted under mandatory law in favor of creditors as a consequence of a merger or conversion permitted under the prospectus supplement due to section 22, 204 of the German Transformation Act (*Umwandlungsgesetz*);
  - (15) mortgages on accounts receivable securing Amphenol Corporation's indebtedness or, in the case of senior debt securities issued pursuant to the Amphenol Technologies indenture, the indebtedness of Amphenol Technologies Holding GmbH; or
  - (16) extensions, renewals or replacements of any mortgage referred to in clauses (1) through (15) above without increase of the principal of the indebtedness secured by the mortgage;

provided, however, that any mortgages permitted by any of the clauses above shall not extend to or cover any property of ours or that of any Restricted Subsidiary, as the case may be, other than the property specified in these clauses and improvements to this property.

Notwithstanding the restrictions outlined in the preceding paragraphs, Amphenol Corporation and any Restricted Subsidiary are permitted to issue, incur, create, assume or guarantee indebtedness secured by a mortgage without equally and ratably securing the senior debt securities of such series and, if applicable, the guarantee of senior debt securities then outstanding under the applicable indenture, if, after giving effect thereto and any concurrent retirement of indebtedness, the aggregate amount of all indebtedness secured

by mortgages (not including mortgages permitted under clauses (1) through (16) above) does not at such time exceed 15% of Consolidated Net Tangible Assets.

Notwithstanding the foregoing, any mortgage securing the senior debt securities granted pursuant to this covenant shall be automatically and unconditionally released and discharged upon the release by all holders of the indebtedness secured by the mortgage giving rise to the mortgage securing the senior secured securities (including any deemed release upon payment in full of all obligations under such indebtedness).

*Limitation on Sale/Leaseback Transactions*

So long as the senior debt securities of any series are outstanding under the applicable indenture, neither Amphenol Corporation nor any Restricted Subsidiary will enter into any "sale/leaseback transaction" (as defined below) with respect to any Principal Property, whether now owned or hereafter acquired by Amphenol Corporation or any Restricted Subsidiary, unless:

- (a) Amphenol Corporation or such Restricted Subsidiary would, at the time of entering into such arrangement, be able to incur indebtedness secured by a mortgage on the Principal Property involved in the transaction at least equal in amount to the Attributable Debt with respect to such sale/leaseback transaction, without equally and ratably securing the senior debt securities of such series and, if applicable, the guarantee of senior debt securities, under the covenant described in "— Limitation on Liens" above; or
- (b) the net proceeds of the sale of the Principal Property to be leased are at least equal to such Principal Property's fair market value, as determined by the board of directors of Amphenol Corporation, and the proceeds are applied within 180 days of the effective date of the sale/leaseback transaction to the purchase, construction, development or acquisition of assets that are Principal Property or to the repayment of senior indebtedness of Amphenol Corporation or any Restricted Subsidiary.

This restriction does not apply to sale/leaseback transactions:

- entered into prior to the time of the closing of the offering of the senior debt securities of such series;
- between Amphenol Corporation and any Restricted Subsidiary or between Restricted Subsidiaries;
- under which the rent payable pursuant to such lease is to be reimbursed under a contract with the U.S. Government or any instrumentality or agency thereof;
- involving leases for a period of no longer than three years; or
- in which the lease for the property or asset is entered into within 270 days after the date of acquisition, completion of construction or commencement of full operations of such property or asset, whichever is latest.

A "sale/leaseback transaction" means an arrangement relating to property now owned or hereafter acquired whereby either Amphenol Corporation transfers, or any Restricted Subsidiary transfers, such property to a person and either Amphenol Corporation or any Restricted Subsidiary leases it back from such person.

Notwithstanding the restrictions outlined in the preceding paragraphs, Amphenol Corporation and any Restricted Subsidiary will be permitted to enter into sale/leaseback transactions that would otherwise be subject to such restrictions, without complying with the requirements of clauses (a) and (b) above, if, after giving effect thereto, the aggregate amount of all Attributable Debt with respect to sale/leaseback transactions existing at such time that could not have been entered into except for the provisions described in this paragraph, together with the aggregate amount of all outstanding indebtedness secured by mortgages permitted by any of clauses (1) through (16) under "— Limitation on Liens" above, does not exceed 15% of Consolidated Net Tangible Assets.

A sale/leaseback transaction shall not be deemed to result in the creation of a mortgage.

*Merger, Consolidation or Sale of Assets*

Amphenol Corporation may, without the consent of the holders of any outstanding series of senior debt securities, consolidate with, sell, lease, convey or otherwise transfer all or substantially all of its assets to, or merge with or into, any other person or entity, provided that:

- (i) Amphenol Corporation shall be the continuing entity, or the successor entity formed from the consolidation or merger or the entity that received the transfer of the assets is organized and validly existing as a corporation under the laws of any state of the United States of America, or the District of Columbia and expressly assumes, by supplemental indenture, the due and punctual payment of the principal of and premium, if any, and interest on the senior debt securities or, as applicable, the guarantee and the performance or observance of every covenant in the applicable indenture on the part of Amphenol Corporation to be performed or observed;
- (ii) immediately after giving effect to the transaction, no default shall have occurred and be continuing with respect to the any series of senior debt securities; and
- (iii) an officer's certificate and legal opinion are delivered to the trustee, each stating that the consolidation, merger, conveyance or transfer complies with the clauses (i) and (ii) above and that all conditions precedent herein provided for relating to such transaction have been complied with.

In addition, in the case of an offering by Amphenol Technologies Holding GmbH pursuant to the Amphenol Technologies indenture, Amphenol Technologies Holding GmbH may consolidate with, or merge with or into, any other person or entity, provided that:

- (i) Amphenol Technologies Holding GmbH or the successor entity (if other than Amphenol Corporation) formed from the consolidation or merger shall be a person organized and validly existing under the laws of any state of the United States of America, the District of Columbia any province of Canada, Norway, Switzerland or any member state of the European Union and expressly assumes the due and punctual payment of the principal of and premium, if any, and interest on the senior debt securities and the performance and observance of all of the covenants and conditions in the indenture to be performed or observed;
- (ii) immediately after giving effect to the transaction, no default shall have occurred and be continuing with respect to the any series of senior debt securities; and
- (iii) an officer's certificate and legal opinion are delivered to the trustee, each stating that the consolidation, merger, conveyance or transfer complies with the clauses (i) and (ii) above and that all conditions precedent herein provided for relating to such transaction have been complied with.

The successor person or entity will succeed to Amphenol Corporation or, as applicable, Amphenol Technologies Holding GmbH, and be substituted for Amphenol Corporation or, as applicable, Amphenol Technologies Holding GmbH, and may exercise all of the rights and powers of Amphenol Corporation or, as applicable, Amphenol Technologies Holding GmbH under the applicable indenture, but in the case of a lease of all or substantially all of the assets of Amphenol Corporation or, as applicable, Amphenol Technologies Holding GmbH, we will not be released from the obligation to pay the principal of and premium, if any, and interest on the senior debt securities.

**Definitions**

For purposes of this "Description of the Senior Debt Securities" section, the following terms have the following meanings:

"*Attributable Debt*" means, when used in connection with a sale/leaseback transaction, on any date as of which the amount of Attributable Debt is to be determined, the product of (a) the net proceeds from the sale/leaseback transaction multiplied by (b) a fraction, the numerator of which is the number of full years of the term of the lease relating to the property involved in the sale/leaseback transaction (without regard to any options to renew or extend such term) remaining on the date of the making of the computation, and the denominator of which is the number of full years of the term of the lease measured from the first day of the term.

“*Consolidated Net Tangible Assets*” means the aggregate amount of assets included on Amphenol Corporation’s consolidated balance sheet as of the most recent fiscal quarter end for which such consolidated balance sheet is available, minus (a) all current liabilities, except for current maturities of long-term debt and current maturities of obligations under capital leases, and (b) total goodwill and other intangible assets, all as set forth on the most recent consolidated balance sheet of Amphenol Corporation and its consolidated subsidiaries and computed in accordance with generally accepted accounting principles.

“*default*” means any event that is, or after notice or passage of time or both would be, an event of default under the applicable indenture.

“*indebtedness*” means, with respect to any person, obligations (other than Nonrecourse Obligations) of such person for borrowed money or evidenced by bonds, debentures, notes or similar instruments.

“*Nonrecourse Obligation*” means indebtedness or other obligations substantially related to (a) the acquisition of assets not previously owned by Amphenol Corporation or any Restricted Subsidiary or (b) the financing of a project involving the development or expansion of Amphenol Corporation’s properties or those of any Restricted Subsidiary, as to which the obligee with respect to such indebtedness or obligation has no recourse to Amphenol Corporation or any Restricted Subsidiary or any of Amphenol Corporation’s assets or those of any Restricted Subsidiary other than the assets that were acquired with the proceeds of such transaction or the project financed with the proceeds of such transaction (and the proceeds thereof).

“*person*” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or political subdivision thereof.

“*Principal Property*” means the land, land improvements, buildings (to the extent they constitute real property interests and including any leasehold interest therein) and fixtures (including, for the avoidance of doubt, all machinery and equipment) constituting the principal corporate office, any manufacturing plant or any manufacturing facility (whether now owned or hereafter acquired) that:

- is owned by Amphenol Corporation or any of its subsidiaries;
- is located within any of the present 50 states of the United States of America or the District of Columbia (or, in the case of an offering by Amphenol Technologies Holding GmbH pursuant to the Amphenol Technologies indenture, any province of Canada, Norway, Switzerland or any member state of the European Union); and
- has not been determined in good faith by Amphenol Corporation’s board of directors not to be materially important to the total business conducted by Amphenol Corporation and its subsidiaries taken as a whole.

“*Restricted Subsidiary*” means any of Amphenol Corporation’s direct or indirect subsidiaries, including Amphenol Technologies Holding GmbH, that owns any Principal Property; provided, however, that the term “*Restricted Subsidiary*” does not include:

- any such subsidiary that is principally engaged in leasing or in financing receivables or that is principally engaged in financing outside the United States of America Amphenol Corporation’s operations or those of its subsidiaries; or
- any such subsidiary less than 80% of the Voting Stock of which is owned, directly or indirectly, by Amphenol Corporation, by one or more of Amphenol Corporation’s subsidiaries or by Amphenol Corporation and one or more of its subsidiaries if the common stock of such subsidiary is traded on any national securities exchange or in the over-the-counter market.

“*Voting Stock*” of a person means all classes of any and all shares, interests, rights to purchase, warrants, options, participation or other equivalents of or interests in (however designated) equity of such person, including any preferred stock and limited liability or partnership interests (whether general or limited), but excluding any debt securities convertible into such equity, to the extent then outstanding and normally entitled to vote in the election of such person’s directors, managers or trustees, as applicable.

## Defaults

Unless otherwise indicated in the prospectus supplement applicable to the senior debt securities of any series, each of the following is an “*event of default*” with respect to the senior debt securities of such series under the indentures:

- (1) a default in the payment of any interest on any debt security of such series when it becomes due and payable, and the continuance of such default for a period of 30 days;
- (2) a default in the payment of principal of or premium, if any, on any debt security of such series when due at its maturity, including at the stated maturity, upon redemption or required repurchase, upon declaration of acceleration or otherwise;
- (3) a failure by Amphenol Corporation or, as applicable, Amphenol Technologies Holding GmbH, to comply with the other covenants or warranties contained in the applicable indenture (other than any such covenant or warranty for which the consequences of nonperformance or breach are addressed elsewhere in this paragraph and other than a covenant or warranty that is solely for the benefit of debt securities other than such series) continuing for 90 days after written notice has been given as provided in the applicable indenture;
- (4) (a) a failure by Amphenol Corporation or, as applicable, Amphenol Technologies Holding GmbH, to make any payment at maturity, including any applicable grace period, on any indebtedness of Amphenol Corporation or, as applicable, Amphenol Technologies Holding GmbH, in an amount in excess of \$50,000,000 or (b) a default on any indebtedness of Amphenol Corporation or, as applicable, Amphenol Technologies Holding GmbH, which default results in the acceleration of indebtedness in an amount in excess of \$50,000,000;
- (5) the occurrence of various events of bankruptcy, insolvency or reorganization involving Amphenol Corporation or, as applicable, Amphenol Technologies Holding GmbH, as provided in the applicable indenture; or
- (6) in the case of the Amphenol Technologies indenture, the guarantee by the Guarantor ceases to be in full and effect (other than in accordance with the terms of the guarantee) or the Guarantor denies or disaffirms its obligations under its guarantee.

The foregoing constitute events of default whatever the reason for any such event of default and whether it is voluntary or involuntary or is effected by operation of any law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

If an event of default with respect to the senior debt securities of any series, other than an event of default described in clause (5) above, occurs and is continuing, then the trustee (acting at the request or direction of the holders) or the holders of at least 25% in aggregate principal amount of the outstanding senior debt securities of such series by notice to us may declare the principal of and accrued but unpaid interest on all the senior debt securities of such series to be due and payable. Upon this declaration, principal of and interest on the senior debt securities of such series will be immediately due and payable. If an event of default described in clause (5) above occurs and is continuing, the principal of and accrued but unpaid interest on all the senior debt securities of such series will become immediately due and payable without any declaration or other act on the part of the trustee or any holders. Under some circumstances, the holders of a majority in aggregate principal amount of the outstanding senior debt securities of such series may rescind any acceleration with respect to the senior debt securities of such series and its consequences.

If an event of default occurs and is continuing, the trustee, in conformity with its duties under the applicable indenture, will be required to exercise all rights or powers under the applicable indenture at the written request or direction of any of the holders, provided the holders provide the trustee with a security or indemnity against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction. Except to enforce the right to receive payment of principal, premium, if any, or interest when due, no holder of senior debt securities of any series may pursue any remedy with respect to the applicable indenture or the senior debt securities unless:

- such holder previously notified the trustee that an event of default is continuing;

- the holders of at least 25% in aggregate principal amount of the outstanding senior debt securities of such series requested the trustee to pursue the remedy;
- such holders offered, and if requested, provided, the trustee security or indemnity satisfactory to the trustee against the costs, expenses and liabilities that may be incurred by it in compliance with such request;
- the trustee has not complied with the holder's request within 60 days after its receipt of such notice, request and offer of security or indemnity; and
- the holders of a majority in principal amount of the outstanding senior debt securities of such series have not given the trustee a direction inconsistent with the request within the 60-day period.

Generally, the holders of a majority in principal amount of the outstanding senior debt securities of a series are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or of exercising any trust or power conferred on the trustee with respect to the senior debt securities of such series. The trustee, however, may refuse to follow any direction that conflicts with law or the applicable indenture or that the trustee determines is unduly prejudicial to the rights of any other holder of senior debt securities of such series or that would expose the trustee to personal liability.

If a default or event of default with respect to the senior debt securities of a series occurs and is continuing and a responsible officer of the trustee has notice thereof, the trustee must deliver to each holder of any debt security of such series notice of the default or event of default within 90 days after it occurs, or if later, after a responsible officer of the trustee has notice of such default or event of default. Except in the case of a default or event of default in the payment of principal, premium, if any, or interest on any debt security of such series, the trustee may, but has no obligation to, withhold notice if the trustee determines in good faith that withholding notice is in the interests of the holders.

In addition, we are required, so long as any of the senior debt securities are outstanding, deliver to the trustee, within 120 days after the end of each fiscal year, an officer's certificate stating whether or not, to the knowledge of the signers thereof, we are in default in the performance and observance of any of the terms, provisions and conditions of the indentures (without regard to any period of grace or requirement of notice provided hereunder), and if a default or event of default shall have occurred, specifying all such defaults or events of default and the nature and status thereof of which we may have knowledge. We also are required, so long as any of the senior debt securities are outstanding, to deliver to the trustee, within 30 days after becoming aware of any default or event of default, an officer's certificate specifying such default or event of default and what action we are taking or propose to take with respect thereto.

#### **Amendments and Waivers**

Amphenol Corporation, Amphenol Technologies Holding GmbH (as applicable) and the trustee may amend the applicable indenture as to the senior debt securities of any series and any guarantee, as applicable, with the written consent of the holders of a majority in principal amount of the senior debt securities of such series then outstanding. Any past default or compliance with any provisions of the applicable indenture or the senior debt securities of such series, or any guarantee, as applicable, may be waived with the written consent of the holders of a majority in principal amount of the senior debt securities of such series then outstanding. These consents may be obtained through a tender offer or exchange offer for the senior debt securities of such series.

Without the consent of each holder of an outstanding debt security of any series, we and the trustee may not amend the indenture as to such series to:

- reduce the amount of senior debt securities of such series whose holders must consent to an amendment, supplement or waiver;
- reduce the rate of or extend the time for payment of interest (including default interest) on any debt security of such series;
- reduce the principal of or premium, if any, on any debt security of such series or change its maturity, including the stated maturity or the date of redemption or required repurchase thereof;

- reduce the principal amount of discount securities payable upon acceleration of the maturity thereof;
- make any debt security of such series payable in any currency other than that stated in the debt security of such series;
- impair the right of any holder of any debt security of such series to receive payment of principal of and interest on the senior debt securities of such series on or after the due dates for the payment of the principal or interest (including additional amounts) or to institute suit for the enforcement of any payment on or with respect to the senior debt securities of such series;
- make any changes that would affect the ranking of the senior debt securities of such series in a manner adverse to the holders thereof;
- release the Guarantor from its guarantee or modify the guarantee in any manner adverse to the holders thereof, except as provided for in the applicable indenture;
- make any change in the amendment or waiver provisions relating to the senior debt securities of such series that require the consent of each holder thereof; or
- make any change in Sections 6.8 or 6.13 of the applicable indenture relating to the right of holders to receive payment of principal and interest and the waiver past defaults.

Amphenol Corporation, Amphenol Technologies Holding GmbH (as applicable) and the trustee may, however, amend or supplement the applicable indenture without the consent of any holder of the senior debt securities of any series as to:

- cure, correct or supplement any ambiguity, omission, defect or inconsistency as to the senior debt securities of such series;
- comply with Article V of the applicable indenture, including the assumption by a successor entity of our obligations under the applicable indenture as to the senior debt securities of such series;
- provide for uncertificated senior debt securities in addition to or in place of certificated senior debt securities;
- add guarantees or collateral security with respect to the senior debt securities of such series;
- add to the covenants under the indentures for the benefit of the holders of the senior debt securities of such series or to surrender any right or power conferred upon us as to the senior debt securities of such series;
- make any change that does not adversely affect the rights of any holder of senior debt securities of such series in any material respect;
- provide for the issuance of and establish the form and terms and conditions of securities of any series as permitted by the indentures;
- change or eliminate any of the provisions of the indentures provided that any such change or elimination will become effective only when there is no security outstanding of any series created prior to the execution of such amendment or supplement that is adversely affected by such provision;
- evidence and provide for the acceptance of appointment hereunder by a successor trustee with respect to the securities of one or more series and to add to or change any of the provisions of the indentures as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one trustee;
- comply with any requirement of the SEC regarding qualification of the indentures under the Trust Indenture Act of 1939; or
- release the Guarantor from its guarantee when permitted by the terms of the applicable indenture.

It is not necessary that any consent of the holders of the senior debt securities of any series required under the applicable indenture approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment.

**Transfer and Exchange**

A holder may transfer or exchange senior debt securities of a series in accordance with the applicable indenture. Upon any transfer or exchange, the registrar of the senior debt securities and the trustee may require a holder to furnish appropriate endorsements and transfer documents and we may require a holder to pay any taxes required by law or permitted by the applicable indenture, including any transfer tax or other similar governmental charge payable as part of the transfer or exchange. We are not required to transfer or exchange any debt security selected for redemption or to transfer or exchange any debt security for a period of 15 days prior to a selection of senior debt securities to be redeemed. The senior debt securities will be issued in registered form and the registered holder of a debt security will be treated as the owner of the debt security for all purposes.

**Defeasance**

With respect to the senior debt securities of any series, we may, at any time, terminate all of our obligations under the senior debt securities of such series and the indentures (“*legal defeasance*”), except for certain obligations, including those respecting the defeasance trust and obligations to register the transfer or exchange of the senior debt securities of such securities, to replace mutilated, destroyed, lost or stolen senior debt securities of such series and to maintain a registrar and paying agent in respect of the senior debt securities of such series. We at any time may terminate our obligations with respect to the senior debt securities of any series under the covenants described under “— Covenants” and certain other covenants set forth in the indentures, as well as any additional covenants which may be set forth in the prospectus supplement applicable to the senior debt securities of any series (“*covenant defeasance*”).

We may exercise our legal defeasance option notwithstanding our prior exercise of our covenant defeasance option. If we exercise our legal defeasance option, payment of the senior debt securities of any series may not be accelerated because of an event of default with respect thereto. If we exercise our covenant defeasance option, payment of the senior debt securities of such series may not be accelerated because of an event of default described in clause (3) (except for the covenant described under “— Covenants — Merger, Consolidation or Sale of Assets”) or clause (4) under “— Defaults” above.

To exercise either defeasance option with respect to the senior debt securities of any series:

- we must irrevocably deposit with the trustee or the paying agent, as applicable, in trust for the benefit of the holders of the senior debt securities of such series, money or U.S. government obligations that will provide cash at the times and in the amounts as will be sufficient to pay principal, premium and interest when due on all the senior debt securities of such series to maturity or redemption;
- we must deliver to the trustee an opinion of counsel that will provide that the beneficial owners of the senior debt securities of such series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of the deposit and defeasance and will be subject to U.S. federal income tax on the same amounts and in the same manner and at the same times as would have been the case if the deposit and defeasance had not occurred;
- in the case of legal defeasance only, the opinion of counsel referred to in the clause above must be based on a ruling of the U.S. Internal Revenue Service or other change in applicable U.S. federal income tax law;
- we must deliver to the trustee an officer’s certificate and an opinion of counsel each stating that all conditions precedent to exercising either defeasance option have been complied with;
- such legal defeasance or covenant defeasance shall not result in a breach or violation of, or constitute a default under, any material agreement or instrument to which we are a party or by which we are bound; and
- no default shall have occurred and be continuing.

**Concerning the Trustee**

The U.S. Bank Trust Company, National Association (or any other trustee as set forth in a resolution of the board of directors of the Company, an officer’s certificate or a supplemental indenture pursuant to

the applicable indenture) is the trustee under each of the indentures and, with respect to debt securities issued and payable in United States Dollars is also registrar and paying agent of the senior debt securities.

The indentures contain limitations on the rights of the trustee, should it become our creditor, to obtain payment of claims in some cases, or to realize on property received in respect of any of these claims as security or otherwise. The trustee is permitted to engage in other transactions with us and our subsidiaries and affiliates. However, if the trustee acquires any conflicting interest it must either eliminate its conflict within 90 days, apply to the SEC for permission to continue or resign as trustee under the indentures.

**Governing Law**

Each indenture provides that it and the senior debt securities will be governed by, and construed in accordance with, the laws of the State of New York.

**DESCRIPTION OF GUARANTEES**

If Amphenol Technologies Holding GmbH issues the senior debt securities, Amphenol Corporation will fully and unconditionally guarantee the due and punctual payment of the principal of, any premium and any interest on those senior debt securities, when and as these payments become due and payable, whether at maturity, upon redemption, repurchase or declaration of acceleration, or otherwise.

The guarantee will be limited in amount to an amount not to exceed the maximum amount that can be guaranteed by Amphenol Corporation without rendering the guarantee, as it relates to Amphenol Corporation, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

The terms of any guarantee and the conditions upon which a guarantor may be released from its obligations under that guarantee will be set forth in the applicable prospectus supplement.

## GLOBAL SECURITIES

**Book-Entry, Delivery and Form**

Unless we indicate differently in any applicable prospectus supplement or free writing prospectus, the securities initially will be issued in book-entry form and represented by one or more global notes or global securities, or, collectively, global securities. The global securities issued in United States Dollars will be deposited with, or on behalf of, The Depository Trust Company, New York, New York, as depository, or DTC, and registered in the name of Cede & Co., the nominee of DTC. The global securities issued in Euros or any other foreign currency will be deposited with, or on behalf of, a common depository and registered in the name of the nominee of the common depository for the accounts of either Euroclear or Clearstream. Unless and until it is exchanged for individual certificates evidencing securities under the limited circumstances described below, a global security may not be transferred except as a whole by the depository to its nominee or by the nominee to the depository, or by the depository or its nominee to a successor depository or to a nominee of the successor depository.

DTC has advised us that it is:

- a limited-purpose trust company organized under the New York Banking Law;
- a “banking organization” within the meaning of the New York Banking Law;
- a member of the Federal Reserve System;
- a “clearing corporation” within the meaning of the New York Uniform Commercial Code; and
- a “clearing agency” registered pursuant to the provisions of Section 17A of the Exchange Act.

DTC holds securities that its participants deposit with DTC. DTC also facilitates the settlement among its participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in participants’ accounts, thereby eliminating the need for physical movement of securities certificates. “Direct participants” in DTC include securities brokers and dealers, including underwriters, banks, trust companies, clearing corporations and other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation, or DTCC. DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others, which we sometimes refer to as indirect participants, that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly. The rules applicable to DTC and its participants are on file with the SEC.

Purchases of securities under the DTC system must be made by or through direct participants, which will receive a credit for the securities on DTC’s records. The ownership interest of the actual purchaser of a security, which we sometimes refer to as a beneficial owner, is in turn recorded on the direct and indirect participants’ records. Beneficial owners of securities will not receive written confirmation from DTC of their purchases. However, beneficial owners are expected to receive written confirmations providing details of their transactions, as well as periodic statements of their holdings, from the direct or indirect participants through which they purchased securities. Transfers of ownership interests in global securities are to be accomplished by entries made on the books of participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in the global securities, except under the limited circumstances described below.

To facilitate subsequent transfers, all global securities deposited by direct participants with DTC will be registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of securities with DTC and their registration in the name of Cede & Co. or such other nominee will not change the beneficial ownership of the securities. DTC has no knowledge of the actual beneficial owners of the securities. DTC’s records reflect only the identity of the direct participants to whose accounts the securities are credited, which may or may not be the beneficial owners. The participants are responsible for keeping account of their holdings on behalf of their customers.

So long as the securities are in book-entry form, you will receive payments and may transfer securities only through the facilities of the applicable depository and its direct and indirect participants. We will

maintain an office or agency in the location specified in the prospectus supplement for the applicable securities, where notices and demands in respect of the securities and the indentures may be delivered to us and where certificated securities may be surrendered for payment, registration of transfer or exchange.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants and by direct participants and indirect participants to beneficial owners will be governed by arrangements among them, subject to any legal requirements in effect from time to time.

Redemption notices will be sent to DTC with respect to debt securities issued in United States Dollars. If less than all of the securities of a particular series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each direct participant in the securities of such series to be redeemed.

Neither DTC nor Cede & Co. (or such other DTC nominee) will consent or vote with respect to the securities. Under its usual procedures, DTC will mail an omnibus proxy to us as soon as possible after the record date. The omnibus proxy assigns the consenting or voting rights of Cede & Co. to those direct participants to whose accounts the securities of such series are credited on the record date, identified in a listing attached to the omnibus proxy.

So long as securities are in book-entry form, we will make payments on those securities to the depository or its nominee, as the registered owner of such securities, by wire transfer of immediately available funds. If securities are issued in definitive certificated form under the limited circumstances described below and unless if otherwise provided in the description of the applicable securities herein or in the applicable prospectus supplement, we will have the option of making payments by check mailed to the addresses of the persons entitled to payment or by wire transfer to bank accounts in the United States designated in writing to the applicable trustee or other designated party at least 15 days before the applicable payment date by the persons entitled to payment, unless a shorter period is satisfactory to the applicable trustee or other designated party.

Redemption proceeds, distributions and dividend payments on the securities issued and payable in United States Dollars will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit direct participants' accounts upon DTC's receipt of funds and corresponding detail information from us on the payment date in accordance with their respective holdings shown on DTC records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the account of customers in bearer form or registered in "street name." Those payments will be the responsibility of participants and not of DTC or us, subject to any statutory or regulatory requirements in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is our responsibility, disbursement of payments to direct participants is the responsibility of DTC, and disbursement of payments to the beneficial owners is the responsibility of direct and indirect participants.

Except under the limited circumstances described below, purchasers of securities will not be entitled to have securities registered in their names and will not receive physical delivery of securities. Accordingly, each beneficial owner of debt securities issued and payable in United States Dollars must rely on the procedures of DTC and its participants to exercise any rights under the securities and the indentures.

The laws of some jurisdictions may require that some purchasers of securities take physical delivery of securities in definitive form. Those laws may impair the ability to transfer or pledge beneficial interests in securities.

DTC may discontinue providing its services as securities depository with respect to the securities at any time by giving reasonable notice to us. Under such circumstances, in the event that a successor depository is not obtained, securities certificates are required to be printed and delivered.

As noted above, beneficial owners of a particular series of securities generally will not receive certificates representing their ownership interests in those securities. However, if:

- DTC notifies us that it is unwilling or unable to continue as a depository for the global security or securities representing such series of securities or if DTC ceases to be a clearing agency registered

under the Exchange Act at a time when it is required to be registered and a successor depositary is not appointed within 90 days of the notification to us or of our becoming aware of DTC's ceasing to be so registered, as the case may be;

- we determine, in our sole discretion, not to have such securities represented by one or more global securities; or
- an Event of Default has occurred and is continuing with respect to such series of securities,

we will prepare and deliver certificates for such securities in exchange for beneficial interests in the global securities. Any beneficial interest in a global security that is exchangeable under the circumstances described in the preceding sentence will be exchangeable for securities in definitive certificated form registered in the names that the depositary directs. It is expected that these directions will be based upon directions received by the depositary from its participants with respect to ownership of beneficial interests in the global securities.

#### *Euroclear and Clearstream*

If so provided in the applicable prospectus supplement, you may hold interests in a global security through Clearstream Banking S.A., which we refer to as "Clearstream," or Euroclear Bank S.A./N.V., as operator of the Euroclear System, which we refer to as "Euroclear," either directly if you are a participant in Clearstream or Euroclear or indirectly through organizations which are participants in Clearstream or Euroclear. Clearstream and Euroclear will hold interests on behalf of their respective participants through customers' securities accounts in the names of Clearstream and Euroclear, respectively, on the books of their respective U.S. depositaries, which in turn will hold such interests in customers' securities accounts in such depositaries' names on DTC's books.

Clearstream and Euroclear are securities clearance systems in Europe. Clearstream and Euroclear hold securities for their respective participating organizations and facilitate the clearance and settlement of securities transactions between those participants through electronic book-entry changes in their accounts, thereby eliminating the need for physical movement of certificates.

Payments, deliveries, transfers, exchanges, notices and other matters relating to beneficial interests in global securities owned through Euroclear or Clearstream must comply with the rules and procedures of those systems. Transactions between participants in Euroclear or Clearstream, on one hand, and other participants in DTC, on the other hand, are also subject to DTC's rules and procedures.

Investors will be able to make and receive through Euroclear and Clearstream payments, deliveries, transfers and other transactions involving any beneficial interests in global securities held through those systems only on days when those systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States.

Cross-market transfers between participants in DTC, on the one hand, and participants in Euroclear or Clearstream, on the other hand, will be effected through DTC in accordance with the DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by their respective U.S. depositaries; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (European time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its U.S. depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the global securities through DTC, and making or receiving payment in accordance with normal procedures for same-day fund settlement. Participants in Euroclear or Clearstream may not deliver instructions directly to their respective U.S. depositaries.

Due to time zone differences, the securities accounts of a participant in Euroclear or Clearstream purchasing an interest in a global security from a direct participant in DTC will be credited, and any such crediting will be reported to the relevant participant in Euroclear or Clearstream, during the securities settlement processing day (which must be a business day for Euroclear or Clearstream) immediately following the settlement date of DTC. Cash received in Euroclear or Clearstream as a result of sales of interests in a global security by or through a participant in Euroclear or Clearstream to a direct participant in DTC will be

received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

*Other*

The information in this section of this prospectus concerning DTC, Clearstream, Euroclear and their respective book-entry systems has been obtained from sources that we believe to be reliable, but we and the trustee do not take responsibility for this information. This information has been provided solely as a matter of convenience. The rules and procedures of DTC, Clearstream and Euroclear are solely within the control of those organizations and could change at any time. Neither we nor the trustee nor any agent of ours or of the trustee has any control over those entities and none of us takes any responsibility for their activities. You are urged to contact DTC, Clearstream and Euroclear or their respective participants directly to discuss those matters. In addition, although we expect that DTC, Clearstream and Euroclear will perform the foregoing procedures, none of them is under any obligation to perform or continue to perform such procedures and such procedures may be discontinued at any time. None of us, the trustee nor any agent of ours or the trustee will have any responsibility for the performance or nonperformance by DTC, Clearstream and Euroclear or their respective participants of these or any other rules or procedures governing their respective operations.

#### PLAN OF DISTRIBUTION

We may sell the securities from time to time offered by this prospectus:

- to or through underwriting syndicates represented by managing underwriters;
- to or through one or more underwriters without a syndicate;
- through agents;
- through dealers for public offering and sale by them;
- directly to investors; or
- through a combination of any of the foregoing methods of sale.

The accompanying prospectus supplement will set forth the terms of the offering of the securities and the method of distribution and will identify any firms acting as underwriters, dealers or agents in connection with the offering, including:

- the name or names of any underwriters, dealers or agents;
- the public offering price of such securities;
- any underwriting discounts and other items constituting compensation to underwriters, dealers or agents;
- the proceeds to us from that sale; and
- any securities exchange or market on which such securities may be listed.

If we use underwriters in the offering and sale of the securities, the securities will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The securities may be either offered to the public through underwriting syndicates represented by managing underwriters or by underwriters without a syndicate. Unless otherwise set forth in the accompanying prospectus supplement, the obligations of the underwriters to purchase the securities will be subject to certain conditions precedent and the underwriters will be obligated to purchase all the securities of a series if any are purchased. Only those underwriters identified in the accompanying prospectus supplement are deemed to be underwriters in connection with the securities offered in such prospectus supplement.

We may sell the securities directly or through agents designated by us from time to time. Any agent involved in the offer or sale of the securities in respect of which this prospectus is delivered will be named, and any commissions payable by us to such agent will be set forth, in the prospectus supplement. Unless otherwise indicated in the accompanying prospectus supplement, any such agent will be acting on a best efforts basis for the period of its appointment.

If a dealer is utilized in the sale of any of the securities, we will sell the securities to the dealer, as principal. The dealer may then resell the securities to the public at varying prices to be determined by such dealer at the time of resale.

The distribution of the securities may be effected from time to time in one or more transactions at a fixed price or prices, which may be changed, or at prices determined as the accompanying prospectus supplement specifies. In connection with the sale of the securities, underwriters, dealers or agents may be deemed to have received compensation from us in the form of underwriting discounts or commissions and also may receive commissions from purchasers for whom they may act as agent. Underwriters may sell the securities to or through dealers, and the dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters or commissions from the purchasers for whom they may act as agent. Some of the underwriters, dealers or agents who participate in the distribution of the securities may engage in other transactions with, and perform other services for, us or our subsidiaries in the ordinary course of business.

Underwriters, dealers and agents participating in the distribution of the securities may be deemed to be underwriters within the meaning of the Securities Act, and any discounts and commissions they receive and

any profit they realize on the resale of the securities may be deemed to be underwriting discounts and commissions under the Securities Act. We will provide in the accompanying prospectus supplement information regarding any underwriting discounts or other compensation that we pay to underwriters, dealers or agents in connection with the offering of the securities.

Underwriters and their controlling persons, dealers and agents may be entitled, under agreements entered into with us, to indemnification against and contribution toward certain civil liabilities, including liabilities under the Securities Act.

We may authorize agents or underwriters to solicit offers by certain types of institutions to purchase the securities from us at the public offering price set forth in the accompanying prospectus supplement pursuant to delayed delivery contracts providing for payment and delivery on a specified date in the future. Such contracts will be subject only to those conditions set forth in the accompanying prospectus supplement, and the accompanying prospectus supplement will set forth the commissions payable for solicitation of such contracts.

Each series of securities will be a new issue of securities with no established trading market. Any underwriters to whom we sell the securities for public offering and sale may make a market in such securities, but such underwriters will not be obligated to do so and may discontinue any market making at any time without notice. No assurance can be given as to the liquidity of the trading market for any securities.

The securities may or may not be listed on a national securities exchange. During and after an offering through underwriters, the underwriters may purchase and sell the securities in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of securities than they are required to purchase in an offering. Stabilizing transactions consist of bids or purchases made for the purpose of preventing or retarding a decline in the market price of the securities while an offering is in progress. The underwriters also may impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the underwriters have repurchased securities sold by or for the account of that underwriter in stabilizing or short-covering transactions. These activities by the underwriters may stabilize, maintain or otherwise affect the market price of the securities. As a result, the price of the securities may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued by the underwriters at any time.

Certain of the underwriters who participate in the distribution of the securities, and their affiliates, may perform various commercial banking and investment banking services for us and our affiliates from time to time in the ordinary course of business.

#### LEGAL MATTERS

The validity of, and certain other matters of United States federal and New York State law with respect to the securities offered by this prospectus will be passed upon for us by Latham & Watkins LLP, New York, New York. The validity of, and certain other matters of German law with respect to the securities offered by this prospectus by Amphenol Technologies Holding GmbH will be passed upon for us by Latham & Watkins LLP, Frankfurt, Germany. Any underwriter, dealer or agent will be advised about other legal issues relating to any specific offering of the securities by its own legal counsel.

#### EXPERTS

The financial statements of Amphenol Corporation, incorporated by reference in this prospectus by reference from Amphenol Corporation's [Annual Report on Form 10-K for the year ended December 31, 2025](#), and the effectiveness of Amphenol Corporation's internal control over financial reporting, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report. Such financial statements are incorporated by reference in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

**PART II**  
**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 14. Other Expenses of Issuance and Distribution**

The following statement sets forth the anticipated expenses (other than underwriting discounts and commissions) of Amphenol Corporation and Amphenol Technologies Holding GmbH (collectively, the “Registrants”) in connection with the offering of the securities registered under this Registration Statement. All such expenses are estimates, other than the registration fee payable to the SEC, and will be borne by the Registrants.

SEC registration fee	\$	(1)
Printing fees and expenses		(2)
Legal fees and expenses		(2)
Accounting fees and expenses		(2)
Trustee fees and expenses		(2)
Rating Agency fees		(2)
Miscellaneous expenses		(2)
Total	\$	(2)

- (1) The Registrants are registering an indeterminate amount of securities under this Registration Statement, and in accordance with Rules 456(b) and 457(r) under the Securities Act, the Registrants are deferring payment of all of the registration fee.
- (2) These fees are calculated based on the securities offered and the number of issuances and accordingly cannot be estimated at this time.

**Item 15. Indemnification of Directors and Officers*****Amphenol Corporation***

Subsection (a) of Section 145 of the General Corporation Law of the State of Delaware, or the DGCL, empowers a corporation to indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful.

Subsection (b) of Section 145 empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person acted in any of the capacities set forth above, against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145 further provides that to the extent a director or officer of a corporation has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (a) and (b) of Section 145, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith; that indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and the indemnification provided for by Section 145 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of such person's heirs, executors and administrators. Section 145 also empowers the corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify such person against such liabilities under Section 145.

Section 102(b)(7) of the DGCL provides that a corporation's certificate of incorporation may contain a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of:

- (i) a director or officer for any breach of the director's or officer's duty of loyalty to the corporation or its stockholders;
- (ii) a director or officer for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- (iii) a director under Section 174 of the DGCL;
- (iv) a director or officer for any transaction from which the director or officer derived an improper personal benefit; or
- (v) an officer in any action by or in the right of the corporation.

Any underwriting agreement or distribution agreement that the registrant enters into with any underwriters or agents involved in the offering or sale of any securities registered hereby may require such underwriters or dealers to indemnify the registrant, some or all of its directors and officers and its controlling persons, if any, for specified liabilities, which may include liabilities under the Securities Act.

Article Seven of the Amphenol Corporation's Restated Certificate of Incorporation provides that, except as otherwise provided by the Delaware General Corporation Law as the same exists or may hereafter be amended, no director of Amphenol Corporation shall be personally liable to Amphenol Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. In addition, Article Eight of Amphenol Corporation's Restated Certificate of Incorporation provides that, to the fullest extent permitted by the Delaware General Corporation Law, Amphenol Corporation shall indemnify any current or former director or officer of Amphenol Corporation and may, at the discretion of the Board of Directors, indemnify any current or former employee or agent of Amphenol Corporation against all expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any threatened, pending or completed action, suit or proceeding brought by or in the right of Amphenol Corporation or otherwise, to which he was or is a party by reason of his current or former position with Amphenol Corporation or by reason of the fact that he is or was serving, at the request of Amphenol Corporation, as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

Article IV of Amphenol Corporation's Fifth Amended and Restated By-Laws provides for indemnification of Amphenol Corporation's directors, officers, employees and other agents to the extent and under the circumstances permitted by the DGCL.

Amphenol Corporation has also entered into indemnification agreements with all of its directors and executive officers and intends to enter into indemnification agreements with future directors and executive

officers of Amphenol Corporation. The indemnification agreements provide for indemnification to the fullest extent permitted by law and for advancement of expenses. Amphenol Corporation maintains liability insurance for its officers and directors.

#### ***Amphenol Technologies Holding GmbH***

Under German law, the managing directors (*Geschäftsführer*) of Amphenol Technologies Holding GmbH are subject to statutory duties and potential liability towards Amphenol Technologies Holding GmbH and, in limited cases, towards third parties. In particular, German law provides for claims against managing directors for breaches of duty, including breaches of organizational and oversight duties, violations of capital maintenance rules and, where applicable, failure to comply with insolvency-related filing and payment restrictions. These duties are mandatory in nature and cannot be excluded or limited in advance by contract or corporate action.

Consistent with German law, advance indemnities or releases granted by Amphenol Technologies Holding GmbH that would effectively exempt a managing director from liability for breaches of duty owed to Amphenol Technologies Holding GmbH are restricted and impermissible to the extent they would contravene mandatory law, capital maintenance rules or creditor protection. Any waiver or settlement of claims by the shareholders generally requires a shareholders' resolution and is, in any event, ineffective where claims fall within the scope of section 43(3) of the German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*) (e.g., prohibited distributions) and may be challengeable or voidable where creditor-protective or insolvency law considerations so require. Any discharge (*Entlastung*) granted by the shareholders' meeting is subject to these limitations and does not waive unknown claims where and to the extent mandatory provisions preclude such waiver or where the resolution is challengeable. The effectiveness and scope of any discharge or waiver is determined under German corporate and insolvency law. Likewise, indemnities may not cover fines, penalties or damages resulting from intentional misconduct, and may not be used to effect payments that would infringe the capital maintenance regime applicable to Amphenol Technologies Holding GmbH. Moreover, exculpatory shareholder instructions or consent can release managing directors from internal liability where duly given, but not where mandatory creditor-protective rules (including sections 30 and 33 of the German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*)) are implicated.

Subject to the foregoing limitations and to the fullest extent permitted under applicable law, Amphenol Technologies Holding GmbH may, in appropriate cases, hold harmless its current and former managing directors and other persons acting in a comparable capacity for third-party claims asserted against them in connection with their service for Amphenol Technologies Holding GmbH and may cover or advance reasonable defense costs incurred in connection with such claims. An internal indemnification may be available, in particular, where third-party claims arise in the absence of a breach of organizational duties (by analogy to section 670 of the German Civil Code (*Bürgerliches Gesetzbuch*)), and, in cases of joint liability with Amphenol Technologies Holding GmbH, under section 426 of the German Civil Code (*Bürgerliches Gesetzbuch*)), and subject to corporate benefit, capital maintenance and insolvency constraints.

Indemnification and advancement in all cases remains subject to, and would not be available to the extent it would violate, mandatory provisions of German law, including without limitation rules on capital maintenance, creditor protection and insolvency law. In particular, indemnification cannot be provided for intentional breaches of duty, and payments that would infringe capital maintenance rules or constitute prohibited payments after the occurrence of insolvency triggers are not permitted. Moreover, any indemnification is subject to potential avoidance and clawback under applicable insolvency laws. Payments or reimbursements made in contravention of these rules may be subject to avoidance and clawback under insolvency law. Where insolvency has occurred, the managing director's mass-preserving payment restrictions under section 15b of the German Insolvency Code (*Insolvenzordnung*) apply.

Amphenol Technologies Holding GmbH maintains directors' and officers' liability insurance for the benefit of its managing directors and certain other covered persons on customary market terms. Such insurance generally provides coverage for civil liability risks arising from acts or omissions in the insured persons' service for Amphenol Technologies Holding GmbH, including defense costs, in each case subject

to the terms, conditions, limitations and exclusions of the relevant policy. Coverage under D&O insurance is typically not available for intentional misconduct and other excluded conduct as set out in the policy and applicable insurance law.

#### Item 16. Exhibits

Exhibit No.	Description
1.1	Form of Underwriting Agreement**
4.1	<a href="#">Indenture, dated as of March 16, 2023, between Amphenol Corporation and U.S. Bank Trust Company, National Association, as Trustee (incorporated by reference to Exhibit 4.1 to Amphenol Corporation's Registration Statement on Form S-3, dated March 16, 2023, File No. 333- 270605)</a>
4.2	<a href="#">Form of Indenture between Amphenol Technologies Holding GmbH, as issuer, Amphenol Corporation, as guarantor, and U.S. Bank Trust Company, National Association, as Trustee*</a>
4.3	Form of Amphenol Corporation Global Note**
4.4	Form of Amphenol Technologies Holding GmbH Global Note**
5.1	<a href="#">Opinion of Latham &amp; Watkins LLP with respect to certain New York and Delaware law matters*</a>
5.2	<a href="#">Opinion of Latham &amp; Watkins LLP with respect to certain German law matters*</a>
22	<a href="#">List of Issuers of Guaranteed Securities*</a>
23.1	<a href="#">Consent of Deloitte &amp; Touche LLP, independent registered public accounting firm*</a>
23.2	Consent of Latham & Watkins LLP (included in Exhibits 5.1 and 5.2)*
24.1	<a href="#">Power of Attorney of certain officers and directors of Amphenol Corporation and Amphenol Technologies Holding GmbH (incorporated by reference to the signature page hereof)</a>
25.1	<a href="#">Form T-1, Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of U.S. Bank Trust Company, National Association, as Trustee under the Indenture for Amphenol Corporation's Senior Debt Securities*</a>
25.2	<a href="#">Form T-1, Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of U.S. Bank Trust Company, National Association, as Trustee under the Indenture for Amphenol Technologies Holding GmbH's Senior Debt Securities*</a>
107	<a href="#">Filing Fee table*</a>

\* Filed herewith.

\*\* To be filed by amendment or as an exhibit to a Current Report on Form 8-K and incorporated by reference in the registration statement.

#### Item 17. Undertakings

- (a) The undersigned Registrants hereby undertake:
- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
    - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
    - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

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

*provided, however,* that paragraphs (a)(1)(i), (a)(1)(ii), and (a)(1)(iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Securities and Exchange Commission by the Registrants pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is a part of the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (5) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:
- (A) Each prospectus filed by the Registrants pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
- (B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the applicable issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.
- (6) That, for the purpose of determining liability of the registrants under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned Registrants undertake that in a primary offering of securities of the undersigned Registrants pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrants will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned Registrants relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrants or used or referred to by the undersigned Registrants;
- (iii) The portion of any other free writing prospectus relating to the offering containing material

information about the undersigned Registrants or their securities provided by or on behalf of the undersigned Registrants; and

- (iv) Any other communications that is an offer in the offering made by the undersigned Registrants to the purchaser.
- (b) The undersigned Registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, each filing of each Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, each Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrants of expenses incurred or paid by a director, officer or controlling person of the Registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

**POWER OF ATTORNEY**

Each of the undersigned officers and directors of the registrant whose signature appears below hereby constitutes and appoints R. Adam Norwitt, Craig A. Lampo, Lance D'Amico, Mark C. Turner and Michael R. Ivas, and each of them singly (with full power to each of them to act alone), as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them, for him or her and in his or her name, place and stead, and in any and all capacities, to file and sign any and all amendments, including post-effective amendments, to this registration statement and any other registration statement for the same offering that is to be effective under 462(b) of the Securities Act of 1933, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith and about the premises as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or their substitute or substitutes may lawfully do or cause to be done by virtue hereof. This power of attorney shall be governed by and construed with the laws of the State of Delaware and applicable federal securities laws.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of Amphenol Corporation in the capacities and on the dates indicated.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Wallingford, State of Connecticut on the 2nd day of March, 2026.

**AMPHENOL CORPORATION**

/s/ R. Adam Norwitt

R. Adam Norwitt  
*President, Chief Executive Officer and Director*

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ R. Adam Norwitt</u> R. Adam Norwitt	President, Chief Executive Officer and Director (Principal Executive Officer)	March 2, 2026
<u>/s/ Craig A. Lampo</u> Craig A. Lampo	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 2, 2026
<u>/s/ Michael R. Ivas</u> Michael R. Ivas	Principal Accounting Officer	March 2, 2026
<u>/s/ Martin H. Loeffler</u> Martin H. Loeffler	Chairman of the Board of Directors	March 2, 2026
<u>/s/ David P. Falck</u> David P. Falck	Presiding Director	March 2, 2026
<u>/s/ Nancy A. Altobello</u> Nancy A. Altobello	Director	March 2, 2026

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Sanjiv Lamba</u> Sanjiv Lamba	Director	March 2, 2026
<u>/s/ Rita S. Lane</u> Rita S. Lane	Director	March 2, 2026
<u>/s/ Robert A. Livingston</u> Robert A. Livingston	Director	March 2, 2026
<u>/s/ Prahlad Singh</u> Prahlad Singh	Director	March 2, 2026
<u>/s/ Anne Clarke Wolff</u> Anne Clarke Wolff	Director	March 2, 2026

**POWER OF ATTORNEY**

Each of the undersigned officers and directors of the registrant whose signature appears below hereby constitutes and appoints Craig A. Lampo, Lance D'Amico and Günther Josef Spielbauer, and each of them singly (with full power to each of them to act alone), as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them, for him or her and in his or her name, place and stead, and in any and all capacities, to file and sign any and all amendments, including post-effective amendments, to this registration statement and any other registration statement for the same offering that is to be effective under 462(b) of the Securities Act of 1933, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith and about the premises as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of Amphenol Technologies Holding GmbH in the capacities and on the dates indicated.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Wallingford, State of Connecticut on the 2nd day of March, 2026.

**AMPHENOL TECHNOLOGIES HOLDING GMBH**

/s/ Lance D'Amico

Lance D'Amico  
*Managing Director*

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Craig A. Lampo</u> Craig A. Lampo	Managing Director	March 2, 2026
<u>/s/ Lance D'Amico</u> Lance D'Amico	Managing Director	March 2, 2026
<u>/s/ Günther Josef Spielbauer</u> Günther Josef Spielbauer	Managing Director	March 2, 2026

**SIGNATURE OF AUTHORIZED US REPRESENTATIVE OF REGISTRANT**

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned, the duly authorized representative in the United States of Amphenol Technologies Holding GmbH, has signed this registration statement, in the Town of Wallingford, State of Connecticut on the 2nd day of March, 2026.

/s/ Lance D'Amico

\_\_\_\_\_  
**Amphenol Corporation**

Lance D'Amico

Executive Vice President and General Counsel

INDENTURE,

dated as of [●], 2026

among

AMPHENOL TECHNOLOGIES HOLDING GMBH, as Issuer

AMPHENOL CORPORATION, as Guarantor

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

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RECONCILIATION AND TIE BETWEEN TRUST INDENTURE ACT OF 1939 AND THIS INDENTURE

<b>TIA Section</b>		<b>Indenture Section</b>
Section 310	(a)(1)	7.10
	(a)(2)	7.10
	(a)(3)	Not Applicable
	(a)(4)	Not Applicable
	(a)(5)	7.10
Section 311	(b)	7.10
	(a)	7.11
	(b)	7.11
Section 312	(c)	Not Applicable
	(a)	2.6
	(b)	11.3
Section 313	(c)	11.3
	(a)	7.6
	(b)(1)	7.6
Section 314	(b)(2)	7.6
	(c)(1)	7.6
	(d)	7.6
	(a)	4.4, 4.5, 11.5
	(b)	Not Applicable
	(c)(1)	11.4
Section 315	(c)(2)	11.4
	(c)(3)	Not Applicable
	(d)	Not Applicable
	(e)	11.5
	(f)	Not Applicable
	(a)	7.1
Section 316	(b)	7.5
	(c)	7.1
	(d)	7.1
	(e)	6.14
	(a)	2.10
Section 317	(a)(1)(a)	6.12
	(a)(1)(b)	6.13
	(b)	6.8
	(c)	Not Applicable
	(a)(1)	6.3
Section 318	(a)(2)	6.4
	(b)	2.5
	(a)	11.1

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

Indenture, dated as of [•], 2026 (this "Indenture"), among Amphenol Technologies Holding GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) registered in Stuttgart, Germany under company number HRB 104157 and having its registered office at August-Häußer-Strasse 10, 74080 Heilbronn, Germany (the "Company"), Amphenol Corporation, a corporation duly incorporated and existing under the laws of Delaware and having its principal executive office at 358 Hall Avenue, Wallingford, Connecticut 06492, United States of America (the "Guarantor"), and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders of the Securities issued under this Indenture:

ARTICLE I  
DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1 Definitions.

"Additional Amounts" means any additional amounts that are required hereby or by any Security, under circumstances specified herein or therein, to be paid by the Company or the Guarantor in respect of certain taxes imposed on Holders specified herein or therein and that are owing to such Holders.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities or by agreement or otherwise.

"Agent" means any Registrar, Paying Agent, Service Agent, or Transfer Agent.

"Attributable Debt" means, when used in connection with a Sale/Leaseback Transaction, on any date as of which the amount of Attributable Debt is to be determined, the product of (a) the net proceeds from the Sale/Leaseback Transaction multiplied by (b) a fraction, the numerator of which is the number of full years of the term of the lease relating to the property involved in the Sale/Leaseback Transaction (without regard to any options to renew or extend such term) remaining on the date of the making of the computation, and the denominator of which is the number of full years of the term of the lease measured from the first day of the term.

"Bankruptcy Law" has the meaning set forth in Section 6.1.

"Board of Directors" means the board of directors of the Guarantor or the managing directors (*Geschäftsführer*) of the Company, as applicable, or any duly authorized committee thereof.

"Board Resolution" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Guarantor or by a managing director of the Company, as applicable, to have been adopted by the Board of Directors or shareholders or pursuant to authorization by the Board of Directors and to be in full force and effect on the date of the certificate and delivered to the Trustee.

“Business Day” means, unless otherwise provided by a Board Resolution, an Officer’s Certificate or a Supplemental Indenture for the Securities of a particular Series, a day that is not, in Hartford, Connecticut or the place of payment, a Saturday, Sunday, a legal holiday or a day on which banking institutions are authorized or obligated by law to close.

“Capital Stock” of any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any preferred stock and limited liability or partnership interests (whether general or limited), but excluding any debt securities convertible into such equity.

“Commission” means the U.S. Securities and Exchange Commission or any successor agency.

“Company” means the party named as such above until a successor replaces it and thereafter means such successor.

“Company Order” means a written order signed in the name of the Company by an Officer of the Company.

“Company Request” means a written request or order signed in the name of the Company by (a) a managing director (*Geschäftsführer*) of the Company or (b) any Person designated in a Company Order previously delivered to the Trustee by any managing director (*Geschäftsführer*) of the Company.

“Consolidated Net Tangible Assets” means the aggregate amount of assets included on the Guarantor’s consolidated balance sheet as of the most recent fiscal quarter end for which such consolidated balance sheet is available, after deducting therefrom (a) all current liabilities, except for current maturities of long-term debt and current maturities of obligations under capital leases, and (b) total goodwill and other intangible assets, all as set forth on the most recent consolidated balance sheet of the Guarantor and the Guarantor’s consolidated Subsidiaries and computed in accordance with GAAP.

“Corporate Trust Office” means the designated office of the Trustee at which at any particular time its corporate trust business shall be administered, which office of U.S. Bank Trust Company, National Association, at the date of the execution of this Indenture, is located at 185 Asylum Street, 27<sup>th</sup> Floor, Hartford, CT 06103, Attn: Global Corporate Trust and Custody (Amphenol Technologies Holding GmbH Notes Administrator), or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Company).

“Covenant Defeasance” has the meaning set forth in Section 8.3.

“Custodian” has the meaning set forth in Section 6.1.

“Default” means any event that is, or after notice or passage of time or both would be, an Event of Default.

“Depository” means, with respect to the Securities of any Series issuable or issued in whole or in part in the form of one or more Global Securities, the Person designated as Depository for such Series by the Company, which Depository shall be a clearing agency registered under the Exchange Act or other applicable statute or regulations; and if at any time there is more than one such Person, “Depository” as used with respect to the Securities of any Series shall mean the Depository with respect to the Securities of such Series.

“Discount Security” means any Security that provides for an amount less than the stated principal amount thereof to be due and payable upon declaration of acceleration of the maturity thereof pursuant to Section 6.2.

“Event of Default” has the meaning set forth in Section 6.1.

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated by the Commission thereunder.

“Foreign Currency” means any currency or currency unit issued by a government other than the government of The United States of America.

“GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect as of the date of determination.

“Global Security” means a Security or Securities, as the case may be, in the form established pursuant to Section 2.2 evidencing all or part of the Securities of a particular Series, issued to the Depository for such Series or its nominee, and registered in the name of such Depository or nominee.

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

“Guarantee” means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

(a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise); or

(b) entered into for the purpose of assuring in any other manner the obligee against loss in respect thereof (in whole or in part);

*provided, however*, that the term “Guarantee” shall not include (1) endorsements for collection or deposit in the ordinary course of business or (2) a contractual commitment by one Person to invest in another Person. The term “Guarantee” used as a verb has a corresponding meaning.

“Guarantor” means the party named as such above until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means such successor.

“Holder” means a Person in whose name a Security is registered.

“Indebtedness” means, with respect to any Person, obligations (other than Nonrecourse Obligations) of such Person for borrowed money or evidenced by bonds, debentures, notes or similar instruments.

“Indenture” means this Indenture as amended or supplemented from time to time, subject to Section 9.1, and shall include the form and terms of the Securities of a particular Series established as contemplated hereunder.

“interest” with respect to any Discount Security that by its terms bears interest only after Maturity means interest payable after Maturity.

“Judgment Currency” has the meaning set forth in Section 11.16.

“Legal Defeasance” has the meaning set forth in Section 8.2.

“Legal Holiday” has the meaning set forth in Section 11.7.

“Market Exchange Rate” has the meaning set forth in Section 11.15.

“Maturity” when used with respect to any Security or installment of principal thereof, means the date on which the principal of such Security or such installment of principal becomes due and payable as therein or herein provided, whether at the Stated Maturity, upon redemption or required repurchase, by declaration of acceleration or otherwise.

“Mortgage” has the meaning set forth in Section 4.2(a).

“New York Banking Day” has the meaning set forth in Section 11.16.

“Nonrecourse Obligation” means Indebtedness or other obligations substantially related to (a) the acquisition of assets not previously owned by the Guarantor or any Restricted Subsidiary or (b) the financing of a project involving the development or expansion of properties of the Guarantor or those of any Restricted Subsidiary, as to which the obligee with respect to such Indebtedness or obligation has no recourse to the Guarantor or any Restricted Subsidiary or any of the Guarantor’s assets or those of any Restricted Subsidiary other than the assets that were acquired with the proceeds of such transaction or the project financed with the proceeds of such transaction (and the proceeds thereof).

“Note Guarantee” has the meaning set forth in Section 10.1(a).

“Officer” means the Chairman of the Board of Directors, the Chief Executive Officer, the Chief Financial Officer, the President or a Vice President, Treasurer, an Assistant Treasurer, the Group Controller, the Secretary or an Assistant Secretary of the Guarantor or a managing director (*Geschäftsführer*) of the Company, as applicable.

“Officer’s Certificate” means a certificate signed by an Officer of the Company or the Guarantor, as applicable, and delivered to the Trustee.

“Opinion of Counsel” means a written opinion of legal counsel, who is acceptable to the Trustee. The counsel may be an employee of or counsel to the Company or the Guarantor.

“Paying Agent” has the meaning set forth in Section 2.4.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or political subdivision thereof.

“principal” of a Security means the principal of such Security plus, when applicable, the premium, if any, on, and any Additional Amounts in respect of, such Security.

“Principal Property” means the land, land improvements, buildings (to the extent they constitute real property interests and including any leasehold interest therein) and fixtures (including, for the avoidance of doubt, all machinery and equipment) constituting the principal corporate office, any manufacturing plant or any manufacturing facility (whether now owned or hereafter acquired) that:

- (a) is owned by the Guarantor or any of its Subsidiaries;
- (b) is located within any of the present 50 states of the United States of America, the District of Columbia, any province of Canada, Norway, Switzerland or any member state of the European Union; and
- (c) has not been determined in good faith by the Guarantor’s Board of Directors not to be materially important to the total business conducted by the Guarantor and its Subsidiaries taken as a whole.

“Registrar” has the meaning set forth in Section 2.4.

“Required Currency” has the meaning set forth in Section 11.16.

“Responsible Officer” means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee having direct responsibility for the administration of this Indenture or any other officer to whom any corporate trust matter relating to this Indenture is referred because of such Person’s knowledge of and familiarity with the particular subject.

“Restricted Subsidiary” means any of the Guarantor’s direct or indirect Subsidiaries that owns any Principal Property; *provided, however*, that the term “Restricted Subsidiary” does not include (a) any such Subsidiary that is principally engaged in leasing or in financing receivables or that is principally engaged in financing outside the United States of America the Guarantor’s operations or those of the Guarantor’s Subsidiaries or (b) any such Subsidiary less than 80% of the Voting Stock of which is owned, directly or indirectly, by the Guarantor, by one or more of the Guarantor’s other Subsidiaries or by the Guarantor and one or more of the Guarantor’s other Subsidiaries if the common stock of such Subsidiary is traded on any national securities exchange or in the over-the-counter market. For the avoidance of doubt, the definition of Restricted Subsidiary includes the Company.

“Sale/Leaseback Transaction” has the meaning set forth in Section 4.3(a).

“Securities” means the debentures, notes or other debt instruments of the Company of any Series authenticated and delivered under this Indenture.

“Securities Act” means the U.S. Securities Act of 1933, as amended, or any successor statute, and the rules and regulations promulgated by the Commission thereunder.

“Series” or “Securities of a Series” means the debentures, notes or other debt instruments of the Company of a particular series created pursuant to Sections 2.1 and 2.2.

“Service Agent” has the meaning set forth in Section 2.4.

“Stated Maturity” means when used with respect to any Security or any installment of principal thereof or interest thereon, the date specified in such Security as the fixed date on which the principal of such Security or such installment of principal or interest is due and payable.

“Subsidiary” means, with respect to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by (a) such Person, (b) such Person and one or more Subsidiaries of such Person or (c) one or more Subsidiaries of such Person.

“Supplemental Indenture” means any instrument that supplements this Indenture as contemplated hereunder.

“TIA” or “Trust Indenture Act” means the Trust Indenture Act of 1939 as in effect on the date of this Indenture; *provided, however*, that in the event the Trust Indenture Act of 1939 is amended after such date, “TIA” means, to the extent required by any such amendment, the Trust Indenture Act as so amended.

“Transfer Agent” has the meaning set forth in Section 2.4(a).

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

“U.S. Government Obligations” means securities that are (a) direct obligations of the United States of America for the payment of which its full faith and credit is pledged or (b) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America, the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, and that in either case of (a) or (b), are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act) or trust company as Custodian with respect to any such U.S. Government Obligation or a specific payment of interest on or principal of any such U.S. Government Obligation held by such Custodian for the account of the holder of a depository receipt, *provided* that (except as required by law) such Custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the Custodian in respect of the U.S. Government Obligation evidenced by such depository receipt.

“Voting Stock” of a Person means all classes of any and all shares, interests, rights to purchase, warrants, options, participation or other equivalents of or interests in (however designated) equity of such Person, including any preferred stock and limited liability or partnership interests (whether general or limited), but excluding any debt securities convertible into such equity, to the extent then outstanding and normally entitled to vote in the election of such Person’s directors, managers or trustees, as applicable.

Section 1.2 Incorporation by Reference of Trust Indenture Act. Whenever this Indenture refers to a provision of the TIA, such provision is incorporated by reference in and made a part of this Indenture. The following terms that are defined in the TIA and used in this Indenture have the following meanings: (a) “indenture securities” means the Securities; (b) “indenture security holder” means a Holder; (c) “indenture to be qualified” means this Indenture; (d) “indenture trustee” or “institutional trustee” means the Trustee; and (e) “obligor” on the indenture securities means the Company and any successor obligor upon the Securities. All other terms used in this Indenture that are defined in the TIA or a rule thereunder or by the TIA’s reference to another statute that are not otherwise defined herein are used herein as so defined.

Section 1.3 Rules of Construction. Unless the context otherwise requires:

- (a) a term has the meaning assigned to it herein;
- (b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;
- (c) any item or list of items set forth following the word “including” or “include” shall not be construed as indicating that the category in which such item or items are so included are limited to such item or items similar to such items;
- (d) the word “or” is not exclusive;
- (e) words in the singular include the plural, and in the plural include the singular;
- (f) all references in this Indenture to (i) any designated “Article” or “Section” or any other subdivision are to the designated Article or Section or other subdivision, as the case may be, of this Indenture and (ii) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article or Section or other subdivision;
- (g) “\$” and “dollars” each refer to United States dollars or such other money of the United States that at the time of payment is legal tender for payment of public and private debts, and “€” and “euros” each refer to the currency of the European Economic and Monetary Union or such other money of the European Economic and Monetary Union that at the time of payment is legal tender for payment of public and private debts; and
- (h) references to sections of or rules under the Securities Act will be deemed to include substitute, replacement of successor sections or rules adopted by the Commission from time to time.

ARTICLE II  
THE SECURITIES

Section 2.1 Issuable in Series. The aggregate principal amount of Securities that may be authenticated and delivered under this Indenture is unlimited. The Securities may be issued in one or more Series. All Securities of a Series shall be identical except as may be set forth or determined in the manner provided in a Board Resolution, an Officer’s Certificate or a Supplemental Indenture detailing the adoption of the terms thereof pursuant to authority granted under a Board Resolution. In the case of Securities of a Series to be issued from time to time, such Board Resolution, Officer’s Certificate or Supplemental Indenture detailing the adoption of the terms thereof pursuant to authority granted under a Board Resolution may provide for the method by which specified terms (such as interest rate, maturity date, record date or date from which interest shall accrue) are to be determined. Securities may differ between Series in respect of any matters, *provided* that all Securities of a particular Series shall be equally and ratably entitled to the benefits of the Indenture.

Section 2.2 Establishment of Terms of Securities of a Series. At or prior to the issuance of any Securities within a Series, the following shall be established (as to such Series generally, in the case of Section 2.2(a), and either as to the Securities within such Series or as to such Series generally, in the case of Sections 2.2(b) through 2.2(y)) pursuant to a Board Resolution, and set forth or determined in the manner provided in a Board Resolution, an Officer's Certificate or a Supplemental Indenture:

- (a) the title of such Series (which shall distinguish the Securities of such particular Series from the Securities of any other Series);
- (b) the price or prices (expressed as a percentage of the principal amount thereof) at which the Securities of such Series will be issued;
- (c) any limit upon the aggregate principal amount of the Securities of such Series that may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of such Series pursuant to Sections 2.7, 2.8, 2.11, 3.6 or 9.6);
- (d) the date or dates on which the principal of the Securities of such Series is payable;
- (e) the rate or rates (which may be fixed or variable) per annum or, if applicable, the method used to determine such rate or rates (including, but not limited to, any commodity, commodity index, stock exchange index or financial index) at which the Securities of such Series shall bear interest, if any, the date or dates from which such interest, if any, shall accrue, the date or dates on which such interest, if any, shall commence and be payable and any regular record date for the interest payable on any interest payment date;
- (f) the place or places where the principal of and interest, if any, on the Securities of such Series shall be payable, where the Securities of such Series may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Securities of such Series and this Indenture may be served, and the method of such payment, if by wire transfer, mail or other means;
- (g) if applicable, the period or periods within which, the price or prices at which and the terms and conditions upon which the Securities of such Series may be redeemed, in whole or in part, at the option of the Company;
- (h) the obligation, if any, of the Company to redeem or repurchase the Securities of such Series pursuant to any sinking fund or analogous provisions or at the option of a Holder thereof and the period or periods within which, the price or prices at which and the terms and conditions upon which Securities of such Series shall be redeemed or repurchased, in whole or in part, pursuant to such obligation;
- (i) the date or dates, if any, on which and the price or prices at which the Securities of such Series will be repurchased by the Company at the option of the Holders thereof and other detailed terms and provisions of such repurchase obligations;

- (j) if other than denominations of \$2,000 and any integral multiple thereof, the denominations in which the Securities of such Series shall be issuable;
- (k) the forms of the Securities of such Series in fully registered form (and, if in fully registered form, whether the Securities will be issuable as Global Securities);
- (l) if other than the principal amount thereof, the portion of the principal amount of the Securities of such Series that shall be payable upon declaration of acceleration of the maturity thereof pursuant to Section 6.2;
- (m) the currency of denomination of the Securities of such Series, which may be dollars or any Foreign Currency, and the agency or organization, if any, responsible for overseeing such composite currency;
- (n) the designation of the currency, currencies or currency units in which payment of the principal of and interest, if any, on the Securities of such Series will be made;
- (o) if payments of principal of or interest, if any, on the Securities of such Series are to be made in one or more currencies or currency units other than that or those in which the Securities of such Series are denominated, the manner in which the exchange rate with respect to such payments will be determined;
- (p) the manner in which the amounts of payment of principal of or interest, if any, on the Securities of such Series will be determined, if such amounts may be determined by reference to an index based on a currency or currencies or by reference to a commodity, commodity index, stock exchange index or financial index;
- (q) the provisions, if any, relating to any security provided for the Securities of such Series;
- (r) any addition to or change in the Events of Default that apply to any Securities of such Series and any change in the right of the Trustee or the requisite Holders of the Securities of such Series to declare the principal amount thereof due and payable pursuant to Section 6.2;
- (s) any addition to or change in the covenants set forth in Article IV or V that apply to Securities of such Series;
- (t) the provisions, if any, relating to conversion of any Securities of such Series, including, if applicable, the conversion price, the conversion period, provisions as to whether conversion will be mandatory, at the option of the Holders or at the option of the Company, the events requiring an adjustment of the conversion price and provisions affecting conversion if the Securities of such Series are redeemed;
- (u) whether the Securities of such Series will be “senior debt securities” or “senior subordinated debt securities” or “junior subordinated debt securities” and, if applicable, a description of the subordination terms thereof;

- (v) any depositories, interest rate calculation agents, exchange rate calculation agents or other agents with respect to Securities of such Series if other than those appointed herein;
- (w) whether the Securities of such Series are entitled to the benefits of the Guarantee of any Guarantor pursuant to this Indenture, whether any such Note Guarantee shall be made on a senior or subordinated basis and, if applicable, a description of the subordination terms of any such Note Guarantee;
- (x) the trustee for the Securities of such Series, if other than the Trustee named on the first page hereof or its successors; and
- (y) any other terms of the Securities of such Series (which may modify or delete any provision of this Indenture insofar as it applies to the Securities of such Series).

All Securities of any one Series need not be issued at the same time and may be issued from time to time, consistent with the terms of this Indenture, if so provided in the Board Resolution, Officer's Certificate or Supplemental Indenture referred to above. The authorized principal amount of any Series may not be increased to provide for issuances of additional Securities of such Series, unless otherwise provided in the Board Resolution, Officer's Certificate or Supplemental Indenture.

Section 2.3 Execution and Authentication. An Officer shall sign the Securities for the Company by manual, facsimile or electronic signature.

If an Officer whose signature is on a Security no longer holds that office at the time the Security is authenticated, the Security shall nevertheless be valid.

A Security shall not be valid until manually authenticated by the Trustee or an authenticating agent. The signature shall be conclusive evidence that the Security has been authenticated (and effectuated) under this Indenture.

Upon receipt by the Trustee of a Company Order, the Trustee shall at any time, and from time to time, authenticate Securities for original issue in the principal amount provided in the Board Resolution, Officer's Certificate or Supplemental Indenture. Such Company Order may authorize authentication and delivery pursuant to oral or electronic instructions from the Company or its duly authorized agent or agents, which oral instructions shall be promptly confirmed in writing. Each Security shall be dated the date of its authentication unless otherwise provided in the Board Resolution, an Officer's Certificate or a Supplemental Indenture.

The aggregate principal amount of Securities of any Series outstanding at any time may not exceed any limit upon the maximum principal amount for such Series established pursuant to Section 2.2(c), except as provided in Section 2.8.

Prior to the issuance of Securities of any Series, the Trustee shall have received and, subject to Sections 7.1 and 7.2, shall be fully protected in relying on: (i) the Board Resolution, Officer's Certificate or Supplemental Indenture establishing the form of the Securities of such Series, or of Securities within such Series, and the terms of the Securities of such Series, or of Securities within such Series; (ii) an Officer's Certificate complying with Section 11.4; and (iii) an Opinion of Counsel complying with Section 11.4.

The Trustee shall have the right to decline to authenticate and deliver any Securities of such Series if (i) the Trustee, being advised by counsel, determines that such action may not be taken lawfully or (ii) the Trustee in good faith by its board of directors or trustees, executive committee or a trust committee of directors or vice-presidents shall determine that such action would expose the Trustee to personal liability to Holders of any then outstanding Securities of such Series.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Securities. An authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with the Company or an Affiliate of the Company.

Section 2.4 Registrar and Paying Agent. The Company shall maintain, with respect to the Securities of each Series, at the place or places established with respect to Securities of such Series pursuant to Section 2.2(f), an office or agency where Securities of such Series may be presented or surrendered for payment ("Paying Agent"), where Securities of such Series may be surrendered for registration of transfer or exchange ("Registrar") and where notices and demands to or upon the Company in respect of the Securities of such Series and this Indenture may be served ("Service Agent"). The Company shall also maintain a transfer agent (the "Transfer Agent"). The Registrar shall keep a register with respect to the Securities of each Series and, together with the Transfer Agent, shall facilitate transfers and exchanges of the Securities of each Series on behalf of the Company. The Company shall enter into an appropriate agency agreement with any Registrar, Paying Agent, Service Agent, Transfer Agent or any other agent that is not a party to this Indenture. The agreement shall implement the provisions of this Indenture that relate to such Agent. The Company will give prompt written notice to the Trustee of the name and address, and any change in the name or address, of any Agent. If at any time the Company shall fail to maintain any such required Registrar, Transfer Agent, Service Agent or Paying Agent or shall fail to furnish the Trustee with the name and address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Company hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

The Company may also from time to time designate one or more co-registrars, additional paying agents or additional service agents and may from time to time rescind such designations; *provided, however*, that no such designation or rescission shall in any manner relieve the Company of its obligations to maintain a Registrar, Paying Agent and Service Agent in each place so specified pursuant to Section 2.2(f) for Securities of any Series for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the name or address of any such co-registrar, additional paying agent or additional service agent. The term "Registrar" includes any co-registrar; the term "Paying Agent" includes any additional paying agent; the term "Transfer Agent" includes any additional transfer agent; and the term "Service Agent" includes any additional service agent.

The Company hereby appoints the Trustee as the initial Registrar, Paying Agent, Service Agent and Transfer Agent for each Series issued and payable in dollars, unless another Registrar, Paying Agent, Service Agent or Transfer Agent, as the case may be, is appointed prior to the time Securities of such Series are first issued. The Company shall appoint and maintain a Registrar, Paying Agent, Service Agent and Transfer Agent for any Series of Securities not issued and payable in dollars.

Section 2.5 Paying Agent to Hold Money in Trust. The Company shall require each Paying Agent, if other than the Trustee, to agree in writing that the Paying Agent will hold in trust, for the benefit of Holders of the Securities of any Series, or the Trustee, all money held by the Paying Agent for the payment of principal of or interest on the Securities of such Series, and will notify the Trustee of any Default by the Company in making any such payment. While any such Default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or a Subsidiary of the Company) shall have no further liability for the money. If the Company or a Subsidiary of the Company acts as Paying Agent, it shall segregate and hold in a separate trust account for the benefit of Holders of the Securities of any Series all money held by it as Paying Agent.

Section 2.6 Holder Lists. The Registrar shall preserve, in as current a form as is reasonably practicable, the most recent list available to it of the names and addresses of Holders of the Securities of each Series and shall otherwise comply with Section 312(a) of the TIA. If the Trustee or the Paying Agent is not the Registrar, the Company shall furnish to the Trustee and the Paying Agent at least ten days before each interest payment date and at such other times as the Trustee or the Paying Agent may request in writing a list, in such form and as of such date as the Trustee or the Paying Agent may reasonably require, of the names and addresses of Holders of the Securities of each Series; *provided* that, as long as the Trustee is the Registrar, no such list need be furnished.

Section 2.7 Transfer and Exchange. Where Securities of a Series are presented to the Registrar or a co-registrar with a request to register a transfer or to exchange them for an equal principal amount of Securities of the same Series, the Registrar shall register the transfer or make the exchange if the requirements for such transactions are met. Upon any transfer or exchange, the Registrar and the Trustee may require a Holder to furnish appropriate endorsements and transfer documents. To permit registrations of transfers and exchanges, the Trustee shall authenticate Securities at the Registrar's request. No service charge shall be made for any registration of transfer or exchange (except as otherwise expressly permitted herein), but the Company or the Trustee may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer tax or similar governmental charge payable upon exchanges pursuant to Sections 2.11, 3.6 or 9.6).

Neither the Company nor the Registrar shall be required (a) to issue, register the transfer of, or exchange Securities of any Series for the period beginning at the opening of business fifteen days immediately preceding the mailing of a notice of redemption of Securities of such Series selected for redemption and ending at the close of business on the day of such mailing, or (b) to register the transfer of or exchange Securities of any Series selected, called or being called for redemption as a whole or the portion being redeemed of any such Securities selected, called or being called for redemption in part.

Section 2.8 Mutilated, Destroyed, Lost and Stolen Securities. If any mutilated Security is surrendered to the Trustee, the Company shall execute and the Trustee shall authenticate and make available for delivery in exchange therefor a new Security of the same Series and of like tenor and principal amount and bearing a number not contemporaneously outstanding.

If there shall be delivered to the Company and the Trustee (a) evidence to their satisfaction of the destruction, loss or theft of any Security and (b) such security or indemnity as may be required by each of them to hold each of them and any agent of either of them harmless, then, in the absence of notice to the Company or the Trustee that such Security has been acquired by a protected purchaser (within the meaning of the Uniform Commercial Code as in effect in the jurisdiction in which the Company is organized), the Company shall execute and upon its request the Trustee shall authenticate and make available for delivery, in lieu of any such destroyed, lost or stolen Security, a new Security of the same Series and of like tenor and principal amount and bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable, the Company in its discretion may, instead of issuing a new Security, pay such Security.

Upon the issuance of any new Security under this Section 2.8, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Security of any Series issued pursuant to this Section 2.8 in lieu of any destroyed, lost or stolen Security shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Security shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Securities of such Series duly issued hereunder.

The provisions of this Section 2.8 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities.

Section 2.9 Outstanding Securities. The Securities outstanding at any time are all the Securities authenticated by the Trustee except for those canceled by it pursuant to Section 2.12, those delivered to it for cancellation, those reductions in the interest on a Global Security effected by the Trustee, the Paying Agent or the Registrar in accordance with the provisions hereof and those described in this Section 2.9 as not outstanding.

If a Security is replaced pursuant to this Section 2.9, it ceases to be outstanding until the Trustee receives proof satisfactory to it that the replaced Security is held by a protected purchaser.

If the Paying Agent (other than the Company, a Subsidiary of the Company or an Affiliate of the Company) holds on the Maturity of Securities of a Series money sufficient to pay such Securities payable on that date, then on and after that date, the Securities of such Series cease to be outstanding and interest on them ceases to accrue.

A Security does not cease to be outstanding because the Company or an Affiliate of the Company holds the Security.

In determining whether the Holders of the requisite principal amount of outstanding Securities have given any request, demand, authorization, direction, notice, consent or waiver hereunder, the principal amount of a Discount Security that shall be deemed to be outstanding for such purposes shall be the amount of the principal thereof that would be due and payable as of the date of such determination upon a declaration of acceleration of the Maturity thereof pursuant to Section 6.2.

Section 2.10 Treasury Securities. In determining whether the Holders of the required principal amount of Securities of a Series have concurred in any request, demand, authorization, direction, notice, consent or waiver, Securities of a Series owned by the Company, the Guarantor or any Subsidiary or any Affiliate of the Company or the Guarantor shall be disregarded, except that for the purposes of determining whether the Trustee shall be protected in relying on any such request, demand, authorization, direction, notice, consent or waiver, only Securities of a Series that a Responsible Officer of the Trustee knows are so owned shall be so disregarded.

Section 2.11 Temporary Securities. Until definitive Securities are ready for delivery, the Company may prepare and the Trustee upon request shall authenticate temporary Securities upon a Company Order. Temporary Securities shall be substantially in the form of definitive Securities but may have variations that the Company considers appropriate for temporary Securities. Without unreasonable delay, the Company shall prepare and the Trustee upon request shall authenticate definitive Securities of the same Series and date of maturity in exchange for temporary Securities. Until so exchanged, temporary securities shall have the same rights under this Indenture as the definitive Securities.

Section 2.12 Cancellation. The Company at any time may deliver Securities to the Trustee for cancellation. The Registrar and the Paying Agent shall forward to the Trustee any Securities surrendered to them for registration of transfer, exchange or payment. The Trustee shall cancel all Securities surrendered for registration of transfer, exchange, payment, replacement or cancellation in accordance with its customary procedures and, if requested in writing by the Company, deliver such canceled Securities to the Company or as it otherwise directs; *provided, however*, that the Trustee shall not be required to destroy Securities. The Company may not issue new Securities to replace Securities that it has paid or delivered to the Trustee for cancellation.

Section 2.13 Defaulted Interest. If the Company defaults in a payment of interest on the Securities of any Series, it shall pay the defaulted interest, plus, to the extent permitted by law, any interest payable on the defaulted interest, to the Persons who are Holders of the Securities of such Series on a subsequent special record date. The Company shall fix the record date and payment date. At least ten days before the record date, the Company shall deliver to the Trustee and to each Holder of such Series a notice that states the record date, the payment date and the amount of interest to be paid. The Company may pay defaulted interest in any other lawful manner.

Section 2.14 Global Securities.

(a) Terms of Securities. A Board Resolution, an Officer's Certificate or a Supplemental Indenture shall establish whether the Securities of a Series shall be issued in whole or in part in the form of one or more Global Securities and the Depositary for such Global Security or Securities.

(b) Transfer and Exchange. Notwithstanding any provisions to the contrary contained in Section 2.7, any Global Security shall be exchangeable pursuant to Section 2.7 for Securities registered in the names of Holders other than the Depositary therefor or its nominee only if (i) such Depositary notifies the Company that it is unwilling or unable to continue as Depositary for such Global Security and, in either case, the Company fails to appoint a successor Depositary within 90 days of such event, (ii) the Company executes and delivers to the Trustee an Officer's Certificate to the effect that such Global Security shall be so exchangeable or (iii) an Event of Default with respect to the Securities represented by such Global Security shall have happened and be continuing. Any Global Security that is exchangeable pursuant to the preceding sentence shall be exchangeable for Securities registered in such names as the Depositary shall direct in writing in an aggregate principal amount equal to the principal amount of the Global Security with like tenor and terms. Except as provided in this Section 2.14(b), a Global Security may not be transferred except as a whole by the Depositary with respect to such Global Security to a nominee of such Depositary, by a nominee of such Depositary to such Depositary or another nominee of such Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such a successor Depositary.

(c) Legend. Any Global Security issued hereunder shall bear a legend in substantially the following form:

"This Security is a Global Security within the meaning of the Indenture hereinafter referred to and is registered in the name of the Depositary or a nominee of the Depositary. This Security is exchangeable for Securities registered in the name of a Person other than the Depositary or its nominee only in the limited circumstances described in the Indenture, and may not be transferred except as a whole by the Depositary to a nominee of the Depositary, by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such a successor Depositary."

(d) Acts of Holders. The Depositary, as a Holder, may appoint agents and otherwise authorize participants to give or take any request, demand, authorization, direction, notice, consent, waiver or other action that a Holder is entitled to give or take under the Indenture.

(e) Payments. Notwithstanding the other provisions of this Indenture, unless otherwise specified as contemplated by Section 2.2, payment of the principal of and interest, if any, on any Global Security shall be made to the Holder thereof.

(f) Consents, Declaration and Directions. Except as provided in Section 2.14(e), the Company, the Trustee and any Agent shall treat a Person as the Holder of such principal amount of outstanding Securities of such Series represented by a Global Security as shall be specified in a written statement of the Depository with respect to such Global Security, for purposes of obtaining any consents, declarations, waivers or directions required to be given by the Holders pursuant to this Indenture.

Section 2.15 Identifying Numbers. The Company in issuing the Securities may use "CUSIP," "ISIN" or other similar numbers, and, if so, the Trustee and the Company shall use such "CUSIP," "ISIN" or other similar numbers in notices of redemption or exchange as a convenience to Holders; *provided, however*, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of a redemption or exchange and that reliance may be placed only on the other elements of identification printed on the Securities, and any such redemption or exchange shall not be affected by any defect in or omission of such numbers. The Company shall promptly notify the Trustee in writing of any change in such "CUSIP," "ISIN" or other similar numbers of which the Company becomes aware.

### ARTICLE III REDEMPTION

Section 3.1 Notice to Trustee. The Company may, with respect to the Securities of any Series, reserve the right to redeem and pay the Securities of such Series or may covenant to redeem and pay the Securities of such Series or any part thereof prior to the Stated Maturity thereof at such time and on such terms as provided for in the Securities of such Series. If the Securities of any Series are redeemable and the Company wants or is obligated to redeem prior to the Stated Maturity thereof all or part of the Securities of such Series pursuant to the terms of the Securities of such Series, it shall notify the Trustee of the date of such redemption and the principal amount of the Securities of such Series to be redeemed. The Company shall give the notice at least 45 days before the date of such redemption (or such shorter notice as may be acceptable to the Trustee).

Section 3.2 Selection of Securities to be Redeemed. Unless otherwise indicated for the Securities of a particular Series by a Board Resolution, an Officer's Certificate or a Supplemental Indenture, if less than all the Securities of a Series are to be redeemed, the Trustee shall, not less than 30 nor more than 60 days prior to the date of redemption, select the Securities of such Series to be redeemed in any manner that the Trustee deems fair and appropriate subject to and in accordance with the customary procedures of the Depository. The Trustee shall make the selection from Securities of such Series outstanding not previously called for redemption. The Trustee may select for redemption portions of the principal of Securities of such Series that have denominations larger than \$2,000. Securities of such Series and portions of them it selects shall be in amounts of \$1,000 or whole multiples of \$1,000 or, if the Securities of such Series are issuable in other denominations pursuant to Section 2.2(j), the minimum principal denomination for the Securities of such Series and integral multiples thereof. Provisions of this Indenture that apply to Securities of a Series called for redemption also apply to portions of Securities of such Series called for redemption.

Section 3.3 Notice of Redemption. Unless otherwise indicated for a particular Series by Board Resolution, an Officer's Certificate or a Supplemental Indenture, at least 30 days but not more than 60 days before any date of redemption of the Securities of any Series, the Company shall mail a notice of redemption by first-class mail to each Holder whose Securities are to be redeemed or deliver a notice in accordance with the Depository's procedures.

The notice shall identify the Securities of such Series to be redeemed and shall state:

- (a) the date of such redemption;
- (b) the redemption price;
- (c) if less than all outstanding Securities of such Series are to be redeemed, the identification of the particular Securities (or portion thereof) of such Series to be redeemed, as well as the aggregate principal amount of Securities of such Series to be redeemed;
- (d) the name and address of the Paying Agent;
- (e) that Securities of such Series called for redemption must be surrendered to the Paying Agent to collect the redemption price;
- (f) that interest on Securities of such Series called for redemption ceases to accrue on and after the date of such redemption;
- (g) the CUSIP, ISIN or other identifying number, if any; and
- (h) any other information as may be required by the terms of the particular Series or the Securities of a Series being redeemed.

Subject to Section 3.1, at the Company's written request, the Trustee shall give the notice of redemption in the Company's name and at its expense.

Section 3.4 Effect of Notice of Redemption. Once notice of redemption is mailed or delivered as provided in Section 3.3, Securities of a Series called for redemption become due and payable on the date of such redemption and at the redemption price. A notice of redemption may not be conditional. Upon surrender to the Paying Agent, such Securities shall be paid at the redemption price plus accrued interest to the date of such redemption; *provided, however*, that installments of interest whose Stated Maturity is on or prior to the date of such redemption shall be payable to the Holders of such Securities (or one or more predecessor Securities) registered at the close of business on the relevant record date therefor according to their terms and the terms of this Indenture.

Section 3.5 Deposit of Redemption Price. On or before 10:00 a.m., New York City time, on the date of such redemption, the Company shall deposit with the Paying Agent money sufficient to pay the redemption price of and accrued interest, if any, on all Securities to be redeemed on that date.

Section 3.6 Securities Redeemed in Part. Upon surrender of a Security that is redeemed in part, the Trustee shall authenticate for the Holder a new Security of the same Series and the same maturity equal in principal amount to the unredeemed portion of the Security surrendered.

ARTICLE IV  
COVENANTS

Section 4.1 Payment of Principal and Interest. The Company covenants and agrees for the benefit of the Holders of the Securities of each Series that it will duly and punctually pay the principal of and interest, if any, on the Securities of such Series in accordance with the terms of the Securities of such Series and this Indenture.

Section 4.2 Limitation on Liens.

(a) So long as any of the Securities of any Series are outstanding, the Guarantor will not itself, and will not permit any Restricted Subsidiary to, directly or indirectly, issue, incur, create, assume or guarantee any Indebtedness secured by a mortgage, security interest, pledge, lien, charge or other encumbrance upon any Principal Property or upon any shares of Capital Stock or Indebtedness of any Restricted Subsidiary (a "Mortgage"), whether such Principal Property, shares or Indebtedness are now existing or owned or hereafter created or acquired, unless prior to or at the same time the Securities of such Series and the Note Guarantee are equally and ratably secured with or, at the option of the Company, prior to such secured Indebtedness; *provided, however*, that this Section 4.2 shall not apply to:

- (i) Mortgages on property, shares of Capital Stock or Indebtedness or other assets of any corporation existing at the time such corporation becomes a Restricted Subsidiary, *provided* that such Mortgage was not incurred in anticipation of such corporation becoming a Restricted Subsidiary;
- (ii) Mortgages on property, shares of Capital Stock or Indebtedness existing at the time of acquisition by the Guarantor or any Restricted Subsidiary (which may include property previously leased by the Guarantor or any such Restricted Subsidiary and leasehold interests on the property, *provided* that the lease terminates prior to or upon the acquisition), *provided* that such Mortgage was not incurred in anticipation of such acquisition;
- (iii) Mortgages on property, shares of Capital Stock or Indebtedness to secure any Indebtedness incurred prior to, at the time of, or within 270 days after, the latest of the acquisition of such property, shares of Capital Stock or Indebtedness, or in the case of real property, the completion of construction, the completion of improvements or the beginning of substantial commercial operation of such real property for the purpose of financing all or any part of the purchase price of such real property, the construction thereof or the making of improvements thereto;

- (iv) Mortgages in favor of the Guarantor or another Restricted Subsidiary;
- (v) Mortgages existing on the date of issuance of the Securities of such Series;
- (vi) Mortgages on property or other assets of a corporation existing at the time a corporation is merged into or consolidated with either the Guarantor or any Restricted Subsidiary or at the time of a sale, lease or other disposition of the properties of a corporation as an entirety or substantially as an entirety to either the Guarantor or any Restricted Subsidiary, *provided* that this Mortgage was not incurred in anticipation of the merger or consolidation or sale, lease or other disposition;
- (vii) Mortgages in favor of the United States of America or any state, territory or possession thereof (or the District of Columbia) to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any Indebtedness incurred for the purpose of financing all or any part of the purchase price or cost of constructing or improving the property subject to such Mortgages;
- (viii) Mortgages created in connection with a project financed with, and created to secure, a Nonrecourse Obligation;
- (ix) Mortgages securing all of the Securities of such Series and the Note Guarantee;
- (x) mortgages imposed by law, including carriers', warehousemen's, mechanics, landlords, materialmen's and repairmen's or other similar mortgages, in each case for sums not yet overdue for a period of more than 60 days or that are bonded or being contested in good faith by appropriate proceedings;
- (xi) mortgages on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property assets;
- (xii) mortgages created or subsisting by way of hereditary building rights;
- (xiii) mortgages pursuant to section 1136 (alone or in conjunction with 1192(1)) of the German Civil Code (*Bürgerliches Gesetzbuch*);
- (xiv) mortgages required to be granted under mandatory law in favor of creditors as a consequence of a merger or conversion permitted under the prospectus supplement due to section 22, 204 of the German Transformation Act (*Umwandlungsgesetz*);
- (xv) Mortgages on accounts receivable securing the Company's Indebtedness or the Indebtedness of the Guarantor; or
- (xvi) extensions, renewals or replacements of any Mortgage referred to in clauses (i) through (xv) above without increase of the principal of the Indebtedness secured by the Mortgage;

*provided, however*, that any Mortgages permitted by any of clauses (i) through (xvi) above shall not extend to or cover any property of the Guarantor or that of any Restricted Subsidiary, as the case may be, other than the property specified in these clauses and improvements to this property.

(b) Notwithstanding Section 4.2(a), the Guarantor and any Restricted Subsidiary, or any of them, may issue, incur, create, assume or guarantee Indebtedness secured by a Mortgage without equally and ratably securing the Securities of any Series and the Note Guarantee then outstanding; *provided*, that at the time of such issuance, incurrence, creation, assumption or guarantee, after giving effect thereto and to the retirement of any Indebtedness that is concurrently being retired, the aggregate amount of all outstanding Indebtedness secured by Mortgages (excluding Mortgages permitted under clauses (i) through (xvi) of Section 4.2(a)) does not at such time exceed 15% of Consolidated Net Tangible Assets.

(c) Notwithstanding the foregoing, any Mortgage securing the Securities and the Note Guarantee granted pursuant to this covenant shall be automatically and unconditionally released and discharged upon the release by all holders of the Indebtedness secured by the Mortgage giving rise to the Mortgage securing the Securities (including any deemed release upon payment in full of all obligations under such Indebtedness).

Section 4.3 Limitation on Sale/Leaseback Transactions.

(a) So long as any of the Securities are outstanding, the Guarantor will not itself, and it will not permit any Restricted Subsidiary to, enter into any arrangement relating to property now owned or hereafter acquired whereby either the Guarantor transfers, or any Restricted Subsidiary transfers, such property to a Person and either the Guarantor or any Restricted Subsidiary leases it back from such Person (a "Sale/Leaseback Transaction") with respect to any Principal Property, whether now owned or hereafter acquired by the Guarantor or any Restricted Subsidiary, unless:

(i) the Guarantor or such Restricted Subsidiary would, at the time of entering into such arrangement, be able to incur Indebtedness secured by a Mortgage on the Principal Property involved in the transaction at least equal in amount to the Attributable Debt with respect to such Sale/Leaseback Transaction, without equally and ratably securing the Securities of such Series and the Note Guarantee pursuant to Section 4.2; or

(ii) the net proceeds of the sale of the Principal Property to be leased are at least equal to such Principal Property's fair market value, as determined by the Guarantor's Board of Directors, and the proceeds are applied within 180 days of the effective date of the Sale/Leaseback Transaction to the purchase, construction, development or acquisition of assets that are Principal Property or to the repayment of senior Indebtedness of the Guarantor or any Restricted Subsidiary.

(b) The restrictions set forth in this Section 4.3(a) will not apply to a Sale/Leaseback Transaction: (i) entered into prior to the date of issuance of the Securities of such Series; (ii) between the Guarantor and a Restricted Subsidiary or between Restricted Subsidiaries; (iii) under which the rent payable pursuant to such lease is to be reimbursed under a contract with the U.S. government or any instrumentality or agency thereof; (iv) involving leases for a period of no longer than three years; or (v) in which the lease for the property or asset is entered into within 270 days after the date of acquisition, completion of construction or commencement of full operations of such property or asset, whichever is latest.

(c) Notwithstanding the restrictions contained in this Section 4.3, the Guarantor and its Restricted Subsidiaries, or any of them, may enter into a Sale/Leaseback Transaction; *provided* that at the time of such transaction, after giving effect thereto, the aggregate amount of all Attributable Debt with respect to Sale/Leaseback Transactions existing at such time that could not have been entered into except for the provisions of this Section 4.3(c), together with the aggregate amount of all outstanding Indebtedness secured by Mortgages pursuant to Section 4.2(a), does not at such time exceed 15% of Consolidated Net Tangible Assets.

(d) A Sale/Leaseback Transaction shall not be deemed to result in the creation of a Mortgage.

Section 4.4 Commission Reports. The Guarantor shall, so long as any of the Securities are outstanding:

(a) file with the Trustee (electronically or in hard copy), within 15 days after the Guarantor files the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) that the Guarantor may be required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act; or, if the Guarantor is not required to file information, documents or reports pursuant to either of such sections, then the Guarantor shall file with the Trustee and the Commission, in accordance with the rules and regulations prescribed from time to time by the Commission, such of the supplementary and periodic information, documents and reports that may be required pursuant to Section 13 of the Exchange Act in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations; notwithstanding anything to the contrary herein, the Trustee shall have no duty to review such documents for the purposes of determining compliance with any provision of this Indenture;

(b) file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants of this Indenture as may be required from time to time by such rules and regulations; and

(c) transmit by mail to all Holders, as their names and addresses appear in the register kept by the Registrar, within 30 days after the filing thereof with the Trustee, such summaries of any information, documents and reports required to be filed by the Guarantor pursuant to Section 4.4(a) or 4.4(b), as may be required by the rules and regulations prescribed from time to time by the Commission;

*provided, however*, that the Guarantor will be deemed to have furnished such information, documents and reports to Holders if it has filed such information, documents and reports with the Commission using the Commission's Electronic Data Gathering, Analysis and Retrieval System (or any successor system, "EDGAR") filing system and such information, documents and reports are publicly available via EDGAR.

The filing of such information, documents and reports with the Trustee is for informational purposes only and the Trustee's receipt of such information, documents and reports shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Guarantor's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer's Certificates). The Trustee shall have no obligation to determine if such documents and reports have been filed with EDGAR.

Section 4.5 Compliance Certificate. The Company shall, so long as any of the Securities are outstanding, deliver to the Trustee, within 120 days after the end of each fiscal year, an Officer's Certificate stating whether or not to the knowledge of the signers thereof the Company is in default in the performance and observance of any of the terms, provisions and conditions hereof (without regard to any period of grace or requirement of notice provided hereunder), and if a Default or Event of Default shall have occurred, specifying all such Defaults or Events of Default and the nature and status thereof of which they may have knowledge.

The Company shall, so long as any of the Securities are outstanding, deliver to the Trustee, within 30 days after becoming aware of any Default or Event of Default, an Officer's Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.

Section 4.6 Corporate Existence. Except as otherwise permitted by Article V, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

ARTICLE V  
SUCCESSORS

Section 5.1 When Company May Merge, Etc.

- (a) The Company shall not consolidate with, or sell, lease, convey or otherwise transfer all or substantially all of the Company's assets to, or merge with or into, any other Person or entity, unless:
- (i) the Company shall be the continuing person, or if the Company shall consolidate with, or sell, lease, convey or otherwise transfer all or substantially all of the Company's assets to, or merge with or into, another Person, the Person to be formed from such consolidation or merger, or the Person that received the transfer of the assets, is organized and validly existing as a corporation under the laws of any state of the United States of America, the District of Columbia, any province of Canada, Norway, Switzerland or any member state of the European Union and shall expressly assume, by a Supplemental Indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of and premium, if any, and interest on all the Securities and the performance or observance of every covenant of this Indenture on the part of the Company to be performed or observed;

(ii) immediately after giving effect to such transaction, no Event of Default with respect to the Securities of any Series, and no event that, after notice or lapse of time or both, would become an Event of Default with respect to the Securities of such Series, shall have happened and be continuing; and

(iii) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, conveyance or transfer and, if a Supplemental Indenture is required in connection with such transaction, such Supplemental Indenture, comply with this Article V and that all conditions precedent herein provided for relating to such transaction have been complied with.

(b) The Guarantor shall not consolidate with, or merge with or into, any other Person, unless:

(i) the continuing entity shall be the Guarantor or, if not the Guarantor, the successor entity formed from the consolidation or merger shall be a Person organized and validly existing as a corporation under the laws of any state of the United States of America or the District of Columbia, and shall expressly assume, by a Supplemental Indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, the Note Guarantee and the performance or observance of every covenant of the Guarantor in this Indenture on the part of the Guarantor to be performed or observed;

(ii) immediately after giving effect to such transaction, no Event of Default with respect to the Securities of any Series, and no event that, after notice or lapse of time or both, would become an Event of Default with respect to the Securities of such Series, shall have happened and be continuing; and

(iii) the Guarantor has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, conveyance or transfer and, if a Supplemental Indenture is required in connection with such transaction, such Supplemental Indenture, comply with this Article V and that all conditions precedent herein provided for relating to such transaction have been complied with.

(c) Notwithstanding clauses (a) and (b) above, this Section 5.1 shall not apply to a merger, transfer or conveyance or other disposition of assets between the Company and the Guarantor.

Section 5.2 Successor Person Substituted. Upon any consolidation of the Company or the Guarantor with, or merger by the Company or the Guarantor into, any other Person or sale, conveyance, transfer or lease of the properties and assets of the Company or the Guarantor substantially as an entirety in accordance with Section 5.1, the successor Person formed by such consolidation or into which the Company or the Guarantor, as the case may be, is merged or to which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company or the Guarantor, as the case may be, under this Indenture with the same effect as if such successor Person had been named as the Company or the Guarantor, as the case may be, herein, and thereafter, except in the case of a lease of all or substantially all of the Company's assets, the Company shall not be relieved from its obligation to pay the principal of and interest on the Securities.

ARTICLE VI  
DEFAULTS AND REMEDIES

Section 6.1 Events of Default. The term "Event of Default," wherever used herein with respect to the Securities of any Series, means any one of the following events, unless in the Board Resolution, Officer's Certificate or Supplemental Indenture establishing the Securities of such Series, it is *provided* that the Securities of such Series shall not have the benefit of such Event of Default:

- (a) Default in the payment of any interest on any Security of such Series when it becomes due and payable, and continuance of such Default for a period of 30 days; or
  - (b) Default in the payment of principal of or premium, if any, on any Security of such Series at its Maturity, including at the Stated Maturity, upon redemption or required repurchase or by declaration of acceleration thereof or otherwise; or
  - (c) Default in the performance or breach of any covenant or warranty of the Company or the Guarantor in this Indenture (other than a covenant or warranty for which the consequences of nonperformance or breach are addressed elsewhere in this Section 6.1 and other than a covenant or warranty that has been included in this Indenture solely for the benefit of the Securities of a Series other than such Series), which Default continues uncured for a period of 90 days after there has been given, by registered or certified mail, to the Company or the Guarantor, as applicable, by the Trustee or to the Company or the Guarantor, as applicable, and the Trustee by the Holders of at least 25% in principal amount of the outstanding Securities of such Series a written notice specifying such Default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder; or
  - (d) (i) a failure by the Company or the Guarantor to make any payment at Maturity, including any applicable grace period, on any of the Company's or the Guarantor's Indebtedness in an amount in excess of \$50,000,000 or (ii) a Default on any of the Company's or the Guarantor's Indebtedness, which Default results in the acceleration of Indebtedness in an amount in excess of \$50,000,000; or
  - (e) the Note Guarantee ceases to be in full force and effect (other than in accordance with the terms of the Note Guarantee) or the Guarantor denies or disaffirms its obligations under the Note Guarantee; or
  - (f) the Company or the Guarantor, pursuant to or within the meaning of any Bankruptcy Law, (i) commences a voluntary case, (ii) consents to the entry of an order for relief against it in an involuntary case, (iii) consents to the appointment of a Custodian of it or for all or substantially all of its property, (iv) makes a general assignment for the benefit of its creditors or (v) generally is unable to pay its debts as the same become due or the taking of corporate action by the Company or the Guarantor in furtherance of such action; or
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(g) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against the Company or the Guarantor in an involuntary case, (ii) appoints a Custodian of the Company or the Guarantor for all or substantially all of their respective property or (iii) orders the liquidation of the Company or the Guarantor, and such order or decree remains unstayed and in effect for 90 days; or

(h) any other Event of Default provided with respect to Securities of such Series, which is specified in a Board Resolution, an Officer's Certificate or a Supplemental Indenture, in accordance with Section 2.2(t).

The foregoing will constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

The term "Bankruptcy Law" means Title 11 of the U.S. Code or any similar federal or state law, or the law of any other jurisdiction relating to bankruptcy, insolvency, winding-up, liquidation, reorganization or relief of debtors, including the German Insolvency Code (*Insolvenzordnung*), but excluding the German Corporate Stabilization and Restructuring Act (*StaRUG*). The term "Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

Section 6.2 Acceleration of Maturity; Rescission and Annulment. If an Event of Default with respect to Securities of any Series outstanding at the time such Event of Default occurs and is continuing (other than an Event of Default referred to in Section 6.1(e) or 6.1(f)), then in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the outstanding Securities of such Series may declare the entire principal amount (or, if any Securities of such Series are Discount Securities, such portion of the principal amount as may be specified in the terms of the Securities of such Series) of and accrued but unpaid interest, if any, on all of the Securities of such Series to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by Holders), and upon any such declaration such principal amount (or specified amount) and accrued but unpaid interest, if any, shall become immediately due and payable. If an Event of Default specified in Section 6.1(e) or 6.1(f) shall occur, the principal amount (or specified amount) of and accrued but unpaid interest, if any, on all outstanding Securities shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

At any time after such a declaration of acceleration with respect to the Securities of any Series has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter provided in this Article VI, the Holders of a majority in principal amount of the outstanding Securities of such Series, by written notice to the Company and the Trustee, may rescind and annul such declaration with respect to the Securities of such Series and its consequences if:

- (a) the Company has paid or deposited with the Trustee a sum sufficient to pay in the currency or currency unit in which the Securities of such Series are payable:
  - (i) all overdue interest on all the Securities of such Series;
  - (ii) the principal of any Securities of such Series that have become due otherwise than by such declaration of acceleration and interest thereon from the date such principal became due at a rate per annum equal to the rate borne by the Securities of such Series, to the extent that the payment of such interest shall be legally enforceable;
  - (iii) to the extent that payment of such interest is lawful, interest upon overdue interest at a rate per annum equal to the rate borne by the Securities of such Series; and
  - (iv) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and all other amounts due to the Trustee under Section 7.7; and
- (b) all Events of Default with respect to the Securities of such Series, other than the nonpayment of the principal of the Securities of such Series that has become due solely by such acceleration, have been cured or waived as provided in Section 6.13. No such rescission shall affect any subsequent Default or impair any right consequent thereon.

Section 6.3 Collection of Indebtedness and Suits for Enforcement by Trustee. The Company covenants that if:

- (a) Default is made in the payment of any interest on any Security when such interest becomes due and payable and such Default continues for a period of 30 days, or
- (b) Default is made in the payment of principal or of premium, if any, on any Security of such Series at Maturity thereof, upon optional redemption or required repurchase, upon declaration of acceleration or otherwise,

then the Company will, upon demand of the Trustee, pay to the Trustee, for the benefit of the Holders of such Securities, the whole amount then due and payable on such Securities for principal and interest and, to the extent that payment of such interest shall be legally enforceable, interest on any overdue principal and any overdue interest at the rate or rates prescribed therefor in such Securities and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

If the Company fails to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree and may enforce the same against the Company or any other obligor upon such Securities and collect the moneys adjudged or deemed to be payable in the manner provided by law out of the property of the Company or any other obligor upon such Securities, wherever situated.

If an Event of Default with respect to any Securities of any Series occurs and is continuing, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders of Securities of such Series by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

Section 6.4 Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Company or any other obligor upon the Securities or the property of the Company or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Securities shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Company for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of principal and interest owing and unpaid in respect of the Securities and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Holders allowed in such judicial proceeding; and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any Custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.7.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Securities or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.5 Trustee May Enforce Claims Without Possession of Securities. All rights of action and claims under this Indenture or the Securities may be prosecuted and enforced by the Trustee without the possession of any of the Securities or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Securities in respect of which such judgment has been recovered.

Section 6.6 Application of Money Collected. Any money collected by the Trustee pursuant to this Article VI shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal or interest, upon presentation of the Securities and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

- (a) First: To the payment of all amounts due the Trustee under Section 7.7 and due to the other Agents pursuant to this Indenture and any other applicable agency agreement;
- (b) Second: To the payment of the amounts then due and unpaid for principal of and interest on the Securities in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Securities for principal and interest, respectively; and
- (c) Third: To the Company.

Section 6.7 Limitation on Suits. No Holder of any Security of any Series shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

- (a) such Holder has previously given written notice to the Trustee of a continuing Event of Default with respect to the Securities of such Series;
- (b) the Holders of at least 25% in principal amount of the outstanding Securities of such Series shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;
- (c) such Holder or Holders have offered to the Trustee security or indemnity against the costs, expenses and liabilities that may be incurred by it in compliance with such request;
- (d) the Trustee for 60 days after its receipt of such notice, request and offer of security or indemnity has failed to institute any such proceeding; and
- (e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority in principal amount of the outstanding Securities of such Series;

it being understood and intended that no one or more of such Holders shall have any right in any manner whatsoever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other of such Holders, or to obtain or to seek to obtain priority or preference over any other of such Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all such Holders.

Section 6.8 Unconditional Right of Holders to Receive Principal and Interest. Notwithstanding any other provision in this Indenture, the Holder of any Security shall have the right, which is absolute and unconditional, to receive payment of the principal of and interest, if any, on such Security on the Stated Maturity or Stated Maturities expressed in such Security (or, in the case of redemption, on the date of such redemption) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

Section 6.9 Restoration of Rights and Remedies. If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Company, the Guarantor, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Company, the Guarantor, the Trustee and the Holders shall continue as though no such proceeding had been instituted.

Section 6.10 Rights and Remedies Cumulative. Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities in Section 2.8, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not, to the extent permitted by law, prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 6.11 Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Holder of any Securities to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article VI or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

Section 6.12 Control by Holders. The Holders of a majority in principal amount of the outstanding Securities of any Series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Securities of such Series, *provided that*:

- (a) such direction shall not be in conflict with any rule of law or with this Indenture or expose the Trustee in personal liability;

- (b) the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction; and
- (c) subject to the provisions of Section 6.1, the Trustee shall have the right to decline to follow such direction if a Responsible Officer or Responsible Officers of the Trustee shall, in good faith, determine that the proceeding so directed would be unjustly prejudicial to the Holders not joining in any such direction or would expose the Trustee to personal liability.

Section 6.13 Waiver of Past Defaults. Subject to Section 6.2, the Holders of not less than a majority in principal amount of the outstanding Securities of any Series may on behalf of the Holders of all the Securities of such Series waive any past Default hereunder with respect to such Series and its consequences, except a Default (i) in the payment of the principal of or interest on any Security of such Series (*provided, however, that the Holders of a majority in principal amount of the outstanding Securities of any Series may rescind and annul a declaration of acceleration and its consequences, including any Default in such payment that has become due solely by such declaration of acceleration*) or (ii) in respect of a covenant or provision hereof that cannot be modified or amended without the consent of the Holder of each outstanding Security of such Series affected. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 6.14 Undertaking for Costs. All parties to this Indenture agree, and each Holder of any Security by such Holder's acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 6.14 shall not apply to any suit instituted by the Company, to any suit instituted by the Trustee, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% in principal amount of the outstanding Securities of any Series, or to any suit instituted by any Holder for the enforcement of the payment of the principal of or interest on any Security on or after the Stated Maturity or Stated Maturities expressed in such Security (or, in the case of redemption, on the date of such redemption).

## ARTICLE VII TRUSTEE

### Section 7.1 Duties of Trustee.

- (a) If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

- (b) Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others.
- (c) The Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon Officer's Certificates or Opinions of Counsel furnished to the Trustee and conforming to the requirements of this Indenture; *provided, however*, in the case of any such Officer's Certificates or Opinions of Counsel that by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall examine such Officer's Certificates and Opinions of Counsel to determine whether or not they conform to the requirements of this Indenture.
- (d) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:
  - (i) this paragraph does not limit the effect of Section 7.1(b);
  - (ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts;  
and
  - (iii) the Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken by it with respect to Securities of any Series in good faith in accordance with the direction of the Holders of a majority in principal amount of the outstanding Securities of such Series relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture with respect to the Securities of such Series.
- (e) The permissive rights of the Trustee in this Indenture shall not be construed as duties.
- (f) No provision of this Indenture shall be deemed to impose any duty or obligation on the Trustee to take or omit to take any action or suffer any action to be taken or omitted, in the performance of its duties or obligations under this Indenture, or to exercise any right or power hereunder, to the extent that taking or omitting to take such action or suffering such action to be taken or omitted would violate applicable law binding upon it.
- (g) The Trustee may refuse to perform any duty or exercise any right or power at the written request or direction of any Holder unless such Holder shall have offered, and if requested, provided, to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.
- (h) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(i) No provision of this Indenture shall require the Trustee to risk its own funds or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate security or indemnity against such risk is not reasonably assured to it.

(j) The Paying Agent, the Registrar and any authenticating agent shall be entitled to the protections, immunities and standard of care as are set forth in Sections 7.1(a), 7.1(b), 7.1(c), 7.1(d), or 7.1(f) with respect to the Trustee.

Section 7.2 Rights of Trustee.

(a) The Trustee may rely on and shall be protected in acting or refraining from acting upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officer's Certificate. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officer's Certificate.

(c) The Trustee may act through agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care. No Depository shall be deemed an agent of the Trustee, and the Trustee shall not be responsible for any act or omission by any Depository.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within its rights or powers, *provided* that the Trustee's conduct does not constitute negligence or willful misconduct.

(e) The Trustee may consult with counsel of its selection, and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder without negligence or willful misconduct and in good faith and in reliance thereon.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the written request or direction of any of the Holders of Securities unless such Holders shall have offered, and if requested, provided, to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

(g) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(h) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event that is in fact such a Default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Securities generally or the Securities of a particular Series and this Indenture.

(i) The permissive rights of the Trustee enumerated herein shall not be construed as duties.

(j) Any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order (other than delivery of any Security to the Trustee for authentication and delivery pursuant to Section 3.3, which shall be sufficiently evidenced as provided therein) and any resolution of the Board of Directors of the Company may be sufficiently evidenced by a Board Resolution.

(k) The Trustee may employ or retain such counsel, accountants, appraisers or other experts or advisers as it may reasonably require for the purpose of determining and discharging its rights and duties hereunder and shall not be responsible for any misconduct on the part of any of them.

(l) The rights, privileges, protections, immunities and benefits given to the Trustee, including its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder and each Agent, Custodian and other Person employed to act hereunder.

(m) The Trustee may request that the Company deliver an Officer's Certificate setting forth the names of individuals or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officer's Certificate may be signed by any person authorized to sign an Officer's Certificate, including any person specified as so authorized in any such Officer's Certificate previously delivered and not superseded.

(n) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including loss of profit) irrespective of whether or not the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(o) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; labor disputes; acts of civil or military authority or governmental actions; it being understood that the Trustee shall use its best efforts to resume performance as soon as practicable under the circumstances.

Section 7.3 Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Company, the Guarantor or an Affiliate of the Company or the Guarantor with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights. The Trustee is also subject to Sections 7.10 and 7.11.

Section 7.4 Trustee's Disclaimer. The Trustee makes no representation as to the validity or adequacy of this Indenture, the Securities or the Note Guarantee, it shall not be accountable for the Company's use of the proceeds from the Securities, and it shall not be responsible for any statement in the Securities other than its authentication.

Section 7.5 Notice of Defaults. If a Default or Event of Default occurs and is continuing with respect to the Securities of any Series and a Responsible Officer of the Trustee has notice thereof, the Trustee shall deliver to each Holder of the Securities of such Series notice of such Default or Event of Default within 90 days after it occurs or, if later, after a Responsible Officer of the Trustee has notice of such Default or Event of Default. Except in the case of a Default or Event of Default in payment of principal of, premium, if any, or interest on any Security of any Series, the Trustee may withhold the notice if and so long as its corporate trust committee or a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of Holders of such Series.

Section 7.6 Reports by Trustee to Holders. Within 60 days after May 15 in each year, the Trustee shall transmit by mail to all Holders, as their names and addresses appear on the register kept by the Registrar, a brief report dated as of such May 15, in accordance with, and to the extent required under, Section 313 of the TIA.

A copy of each report at the time of its mailing to Holders of any Series shall be filed with the Commission and each stock exchange on which the Securities of such Series are listed. The Company shall promptly notify the Trustee when Securities of any Series are listed on any stock exchange.

Section 7.7 Compensation and Indemnity. The Company shall pay to the Trustee from time to time compensation for its services as the Company and the Trustee shall from time to time agree upon in writing. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred by it. Such expenses shall include the reasonable compensation and expenses of the Trustee's agents and counsel.

The Company shall indemnify each of the Trustee and any predecessor Trustee (including the cost of defending itself) against any loss, liability or expense, including taxes (other than taxes based upon, measured by or determined by the income of the Trustee) incurred by it except as set forth in the next paragraph in the performance of its duties under this Indenture as Trustee or Agent. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have one separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld. This indemnification shall apply to officers, directors, employees, shareholders and agents of the Trustee.

The Company need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee or by any officer, director, employee, shareholder or agent of the Trustee through negligence or willful misconduct.

To secure the Company's payment obligations in this Section 7.7, the Trustee shall have a lien prior to the Securities of any Series on all money or property held or collected by the Trustee, except that held in trust to pay principal of and interest on particular Securities of such Series.

When the Trustee incurs expenses or renders services after an Event of Default specified in Sections 6.1(e) or 6.1(f) occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any Bankruptcy Law.

The provisions of this Section 7.7 shall survive the resignation or removal of the Trustee and the termination or satisfaction of this Indenture.

Section 7.8 Replacement of Trustee. A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.8.

The Trustee may resign with respect to the Securities of one or more Series by so notifying the Company at least 30 days prior to the date of the proposed resignation. The Holders of a majority in principal amount of the Securities of any Series may remove the Trustee with respect to such Series by so notifying the Trustee and the Company. The Company may remove the Trustee with respect to Securities of one or more Series if:

- (a) the Trustee fails to comply with Section 7.10;
- (b) the Trustee is adjudged bankrupt or insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;
- (c) a Custodian or public officer takes charge of the Trustee or its property; or
- (d) the Trustee becomes incapable of acting.

Additionally, the Company may remove the Trustee without cause and appoint a successor if it gives written notice to the Trustee of such removal at least three months in advance of the effective date of such removal.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the then outstanding Securities may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

If a successor Trustee with respect to the Securities of any one or more Series does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company or the Holders of at least a majority in principal amount of the Securities of the applicable Series may, at the expense of the Company, petition any court of competent jurisdiction for the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Immediately after that, the retiring Trustee shall transfer all property held by it as Trustee to the successor Trustee subject to the lien provided for in Section 7.7, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee with respect to the Securities of each Series for which it is acting as Trustee under this Indenture. A successor Trustee shall mail a notice of its succession to each Holder of each such Series. Notwithstanding replacement of the Trustee pursuant to this Section 7.8, the Company's obligations under Section 7.7 shall continue for the benefit of the retiring Trustee with respect to expenses and liabilities incurred by it prior to such replacement.

Section 7.9 Successor Trustee by Merger, etc. Any organization or entity into which the Trustee may be merged or converted or with which it may be consolidated, or any organization or entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any organization or entity succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, *provided* such organization or entity shall be otherwise qualified and eligible hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Section 7.10 Eligibility; Disqualification. This Indenture shall always have a Trustee who satisfies the requirements of Section 310(a)(1), 310(a)(2) and 310(a)(5) of the TIA. The Trustee shall always have a combined capital and surplus of at least \$25,000,000 as set forth in its most recent published annual report of condition. The Trustee shall comply with Section 310(b) of the TIA.

Section 7.11 Preferential Collection of Claims Against Company. The Trustee is subject to Section 311(a) of the TIA, excluding any creditor relationship listed in Section 311(b) of the TIA. A Trustee who has resigned or been removed shall be subject to Section 311(a) of the TIA to the extent indicated.

ARTICLE VIII  
SATISFACTION AND DISCHARGE; DEFEASANCE

Section 8.1 Option to Effect Legal Defeasance or Covenant Defeasance. The Company may, at its option evidenced by a Board Resolution or an Officer's Certificate, at any time, with respect to the Securities of any Series, elect to have either Sections 8.2 or 8.3 be applied to all of the outstanding Securities of such Series and the Note Guarantee upon compliance with the conditions set forth below in this Article VIII.

Section 8.2 Legal Defeasance and Discharge. Upon the Company's exercise under Section 8.1 of the option applicable to this Section 8.2, the Company and the Guarantor shall be deemed to have been discharged from their obligations with respect to all of the outstanding Securities of the particular Series and the Note Guarantee on the date the conditions set forth below in Section 8.4 are satisfied ("Legal Defeasance"). For this purpose, such Legal Defeasance means that the Company and the Guarantor shall be deemed to have paid and discharged all the obligations relating to, and to have satisfied all of its obligations under, the outstanding Securities of such Series and the Note Guarantee and this Indenture and cured all then existing Events of Default (and the Trustee, on written demand of and at the expense of the Company, shall execute proper instruments acknowledging the same), except that the following shall survive until otherwise terminated or discharged hereunder (and the Securities of such Series and the Note Guarantee shall thereafter be deemed to be "outstanding" only for the purposes of the sections of this Indenture referred to below in this Section 8.2):

- (a) the rights of Holders of outstanding Securities of such Series, if any, to receive payments in respect of the principal of and interest, if any, on such Securities when such payments are due or on the date of any redemption solely out of the trust created pursuant to this Indenture;
- (b) the Company's obligations with respect to such Securities concerning issuing temporary Securities of such Series, or, where relevant, registration of such Securities, mutilated, destroyed, lost or stolen Securities of such Series and the maintenance of an office or agency for payment and money for the payments held in trust;
- (c) the rights, powers, trusts, duties and immunities of the Trustee, and the Company's obligations in connection therewith and with respect to the Company's obligations to the Trustee under Section 7.7; and
- (d) this Article VIII.

Upon the Company's exercise of its Legal Defeasance option as set forth in this Section 8.2, the Note Guarantee will be automatically released.

Subject to compliance with this Article VIII, the Company may exercise its option under this Section 8.2 notwithstanding the prior exercise of its option under Section 8.3 with respect to the Securities of any Series and the Note Guarantee. Following such Legal Defeasance, payment of the Securities of such Series may not be accelerated because of an Event of Default.

Section 8.3 Covenant Defeasance. Upon the Company's exercise under Section 8.1 of the option applicable to this Section 8.3, the Company and the Guarantor shall be released from any obligations under the covenants contained in Sections 2.2(s), 4.2, 4.3, 4.4, 4.5 and 5.1 with respect to the outstanding Securities of a particular Series and the Note Guarantee, along with any additional covenants contained in such Security, any Supplemental Indenture or Officer's Certificate in connection therewith, on and after the date the conditions set forth below in Section 8.4 are satisfied ("Covenant Defeasance"), and the Securities of such Series and the Note Guarantee shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Securities and the Note Guarantee shall not be deemed outstanding for accounting purposes). For this purpose, such Covenant Defeasance means that, with respect to the outstanding Securities of such Series and the Guarantee appertaining thereto, the Company and the Guarantor may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document but, except as specified above, the remainder of this Indenture and the Securities of such Series and the Note Guarantee shall be unaffected thereby. Following such Covenant Defeasance, payment of the Securities of such Series and the Note Guarantee may not be accelerated because of an Event of Default pursuant to Sections 6.1(c) (except for a Default with respect to Section 5.1), 6.1(d) or 6.1(g).

Upon the Company's exercise of its Covenant Defeasance option as set forth in this Section 8.3, the Note Guarantee will be automatically released.

Section 8.4 Conditions to Legal or Covenant Defeasance. As set forth below, the following shall be the conditions to the application of either Section 8.2 or 8.3 to the outstanding Securities of any Series and the Note Guarantee:

(a) in the case of either Legal Defeasance or Covenant Defeasance, the Company must irrevocably deposit, or cause to be irrevocably deposited, with the Paying Agent, as trust funds, in trust, for the benefit of the Holders of the Securities of such Series, cash in the currency or currency unit in which the Securities of such Series are payable, U.S. Government Obligations or German Government Obligations, or a combination thereof in such amounts as will be sufficient, in the opinion of an internationally recognized firm of independent public accountants, to pay the principal of and interest, if any, due on the outstanding Securities of such Series at the Maturity, or on the applicable date of any redemption, as the case may be;

(b) in the case of Legal Defeasance, the Company shall have delivered to the Trustee for the Securities of such Series an Opinion of Counsel in the United States reasonably acceptable to such Trustee confirming that, subject to customary assumptions and exclusions, (i) the Company has received from, or there has been published by, the U.S. Internal Revenue Service a ruling or (ii) since the date of issuance of the Securities of such Series, there has been a change in the applicable U.S. federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel in the United States confirming that, subject to customary assumptions and exclusions, the beneficial owners of the outstanding Securities of such Series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee for the Securities of such Series an Opinion of Counsel in the United States reasonably acceptable to such Trustee confirming that, subject to customary assumptions and exclusions, the beneficial owners of the outstanding Securities of such Series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Event of Default or event that with the giving of notice or the lapse of time, or both, would become an Event of Default with respect to the Securities of such Series shall have occurred and be continuing on the date of such deposit and no Event of Default under Sections 6.1(c) or 6.1(f) shall have occurred and be continuing on the 91<sup>st</sup> day after such date;

(e) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a Default under, any material agreement or instrument to which the Company is a party or by which the Company is bound; and

(f) the Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel in the United States (which Opinion of Counsel may be subject to customary assumptions and exclusions) each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

Section 8.5 Satisfaction and Discharge of Indenture. This Indenture will, upon Company Request, be discharged and will cease to be of further effect as to all of the Securities of a particular Series issued hereunder and to the related Note Guarantee when either: (a) all of the Securities of such Series theretofore authenticated and delivered (except (i) lost, stolen or destroyed Securities that have been replaced or paid as provided in Section 2.8 and (ii) the Securities for whose payment money has theretofore been deposited in trust and thereafter repaid to the Company or discharged from such trust, as provided in the last paragraph of Section 8.9) have been delivered to the Trustee for cancellation; or (b) (i) all of the Securities of such Series not theretofore delivered to the Trustee for cancellation are due and payable by their terms within one year or have become due and payable by reason of the making of a notice of redemption and the Company has irrevocably deposited or caused to be deposited with the Paying Agent as trust funds in trust an amount of cash in any combination of currency or currency unit in which the Securities of such Series are payable, U.S. Government Obligations or German Government Obligations, or a combination thereof in such amounts as will be sufficient to pay and discharge the entire indebtedness on the Securities of such Series not theretofore delivered to the Trustee for cancellation for principal and accrued but unpaid interest, if any, to Maturity or the date of such redemption, as the case may be, (ii) the Company has paid, or caused to be paid, all sums payable by it under this Indenture and (iii) the Company has delivered irrevocable instructions to the Paying Agent under this Indenture to apply the deposited money toward the payment of the Securities of such Series at the Stated Maturity or the date of such redemption, as the case may be. In addition, in the case of clause (a) or (b) above, the Company must deliver an Officer's Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Section 8.6 Survival of Certain Obligations. Notwithstanding the satisfaction and discharge of this Indenture and of the Securities of any Series and the Note Guarantee referred to in Sections 8.1, 8.2, 8.4, or 8.5, the respective obligations of the Company, the Guarantor and the Trustee under Sections 2.3, 2.5, 2.6, 2.7, 2.8, 2.12, 6.8, 8.7, 8.8, 8.9 and 8.10 and Article VII shall survive with respect to the Securities of such Series and the Note Guarantee until the Securities of such Series and the Note Guarantee are no longer outstanding, and thereafter the obligations of the Company, the Guarantor and the Trustee under Sections 8.7, 8.8, 8.9 and 8.10 shall survive. Nothing contained in this Article VIII shall abrogate any of the obligations or duties of the Trustee or other Agents under this Indenture.

Section 8.7 Acknowledgment of Discharge by Trustee. Subject to Section 8.10, after (a) the conditions of Sections 8.4 or 8.5 have been satisfied with respect to the Securities of any Series, (b) the Company has paid or caused to be paid all other sums payable hereunder by the Company and (c) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent referred to in clause (a) above relating to the satisfaction and discharge of this Indenture have been complied with, the Trustee upon written request shall acknowledge in writing the discharge of all of the Company's obligations under this Indenture except for those surviving obligations specified in this Article VIII.

Section 8.8 Application of Trust Moneys. All money, U.S Government Obligations and German Government Obligations deposited with the Trustee pursuant to Sections 8.4 or 8.5 in respect of the Securities of such Series shall be held in trust and applied by it, in accordance with the provisions of the Securities of such Series and this Indenture, to the payment, either directly or through any Paying Agent as the Trustee may determine, to the Holders of the Securities of such Series of all sums due and to become due thereon for principal and interest, if any, but such money need not be segregated from other funds except to the extent required by law.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the U.S Government Obligations or German Government Obligations deposited pursuant to Sections 8.4 or 8.5 with respect to the Securities of such Series or the principal and interest received in respect thereof other than any such tax, fee or other charge that by law is for the account of the Holders of the outstanding Securities of such Series.

Section 8.9 Repayment to the Company; Unclaimed Money. The Trustee and any Paying Agent for the Securities of any Series shall promptly pay or return to the Company upon Company Order any cash, U.S Government Obligations or German Government Obligations held by them at any time that are not required for the payment of the principal of and interest, if any, on the Securities of such Series for which cash, U.S Government Obligations or German Government Obligations have been deposited pursuant to Sections 8.4 or 8.5.

Any money deposited with the Trustee or any Paying Agent for the Securities of any Series, or then held by the Company, in trust for the payment of the principal of and interest, if any, on the Security of any Series and remaining unclaimed for two years after such principal and interest, if any, has become due and payable shall, unless otherwise required by mandatory provisions of applicable escheat, or abandoned or unclaimed property law, be paid to the Company on Company Request or (if then held by the Company) shall be discharged from such trusts; and the Holder of any such Security shall, thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; *provided, however*, that the Trustee or such Paying Agent, before being required to make any such repayment may give written notice to the Holder of such Security, that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such written notice, any unclaimed balance of such money then remaining will, unless otherwise required by mandatory provisions of applicable escheat, or abandoned or unclaimed property law, be repaid to the Company, as the case may be.

Section 8.10 Reinstatement. If the Trustee or Paying Agent for the Securities of any Series is unable to apply any cash, U.S Government Obligations or German Government Obligations, as applicable, in accordance with Sections 8.2, 8.3, 8.4 or 8.5 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's and the Guarantor's obligations under this Indenture and the Securities of such Series and the Note Guarantee shall be revived and reinstated as though no deposit had occurred pursuant to Sections 8.2, 8.3, 8.4 or 8.5 until such time as the Trustee or Paying Agent for the Securities of such Series is permitted to apply all such cash, U.S Government Obligations or German Government Obligations in accordance with Sections 8.2, 8.3, 8.4 or 8.5; *provided, however*, that if the Company has made any payment of principal and interest, if any, on any Securities because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Securities to receive such payment from the cash, U.S Government Obligations or German Government Obligations, as applicable, held by the Trustee or Paying Agent.

ARTICLE IX  
AMENDMENTS AND WAIVERS

Section 9.1 Without Consent of Holders. The Company, the Guarantor and the Trustee may amend or supplement this Indenture or the Securities of one or more Series and the Note Guarantee without the consent of any Holder:

- (a) to cure, correct or supplement any ambiguity, omission, defect or inconsistency as to the Securities of such Series;
- (b) to comply with Article V;
- (c) to provide for uncertificated Securities in addition to or in place of certificated Securities;
- (d) to add guarantees or collateral security with respect to the Securities of such Series;
- (e) to add covenants of the Company or the Guarantor under this Indenture for the benefit of the Holders of the Securities of such Series or to surrender any right or power conferred upon the Company or the Guarantor as to the Securities of such Series;
- (f) to make any change that does not adversely affect the rights of any Holder of the Securities of such Series in any material respect;
- (g) to provide for the issuance of and establish the form and terms and conditions of Securities of any Series as permitted by this Indenture;

(h) to change or eliminate any of the provisions of this Indenture *provided* that any such change or elimination shall become effective only when there is no Security outstanding of any Series created prior to the execution of such amendment or supplement that is adversely affected by such provision;

(i) to release the Guarantor from its Note Guarantee when permitted by the terms of this Indenture;

(j) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities of one or more Series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee; or

(k) to comply with requirements of the Commission in order to effect or maintain the qualification of this Indenture under the TIA.

Section 9.2 With Consent of Holders. The Company, the Guarantor and the Trustee may enter into a Supplemental Indenture with the written consent of the Holders of at least a majority in principal amount of the outstanding Securities of each Series affected by such Supplemental Indenture (including consents obtained in connection with a tender offer or exchange offer for the Securities of such Series), for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any Supplemental Indenture or of modifying in any manner the rights of the Holders of the Securities of such Series and the Note Guarantee. Except as provided in Section 6.13, the Holders of at least a majority in principal amount of the outstanding Securities of any Series by notice to the Trustee (including consents obtained in connection with a tender offer or exchange offer for the Securities of such Series) may waive any past Default or compliance by the Company with any provision of this Indenture or the Securities of such Series and the Note Guarantee.

It shall not be necessary for the consent of the Holders of Securities under this Section 9.2 to approve the particular form of any proposed Supplemental Indenture or waiver, but it shall be sufficient if such consent approves the substance thereof. After a Supplemental Indenture or waiver under this Section 9.2 becomes effective, the Company shall mail to the Holders of Securities affected thereby a notice briefly describing such Supplemental Indenture or waiver. Any failure by the Company to mail or publish such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture or waiver.

Section 9.3 Limitations. Without the consent of each Holder affected, an amendment or waiver may not:

(a) reduce the amount of Securities whose Holders must consent to an amendment, supplement or waiver;

(b) reduce the rate of or extend the time for payment of interest (including Default interest) on any Security;

- (c) reduce the principal of, or premium, if any, on any Security or change its Maturity, including the Stated Maturity or the date of redemption or required repurchase thereof;
- (d) reduce the principal amount of Discount Securities payable upon acceleration of the maturity thereof;
- (e) make the principal of or interest, if any, on any Security payable in any currency other than that stated in the Security;
- (f) impair the right of any Holder of Securities to receive payment of principal of and interest on such Securities on or after the due dates for the payment of such principal or interest or to institute suit for the enforcement of any payment on or with respect to such Securities;
- (g) make any changes that would affect the ranking for the Securities in a manner adverse to the Holders;
- (h) release the Guarantor from its Note Guarantee or modify the Note Guarantee in any manner adverse to the Holders, except as provided for in this Indenture; or
- (i) make any change in Sections 6.8 or 6.13 or this Section 9.3.

Section 9.4 Compliance with Trust Indenture Act. Every amendment to this Indenture or the Securities of one or more Series shall be set forth in a Supplemental Indenture that complies with the TIA as then in effect.

Section 9.5 Revocation and Effect of Consents. Until an amendment is set forth in a Supplemental Indenture or a waiver becomes effective, a consent to it by a Holder of a Security is a continuing consent by the Holder and every subsequent Holder of a Security or portion of a Security that evidences the same debt as the consenting Holder's Security, even if notation of the consent is not made on any Security. However, any such Holder or subsequent Holder may revoke the consent as to such Holder's Security or portion of a Security if the Trustee receives the notice of revocation before the date of such Supplemental Indenture or the date the waiver becomes effective.

Any amendment or waiver once effective shall bind every Holder of each Series affected by such amendment or waiver unless it is of the type described in any of clauses (a) through (g) of Section 9.3. In that case, the amendment or waiver shall bind each Holder of a Security who has consented to it and every subsequent Holder of a Security or portion of a Security that evidences the same debt as the consenting Holder's Security.

Section 9.6 Notation on or Exchange of Securities. The Trustee may place an appropriate notation about an amendment or waiver on any Security of any Series thereafter authenticated. The Company in exchange for Securities of such Series may issue and the Trustee shall authenticate upon request new Securities of such Series that reflect the amendment or waiver.

Section 9.7 Trustee Protected. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article IX or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, in addition to the documents required by Section 10.4, and (subject to Section 7.1) shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Indenture is authorized or permitted by this Indenture and that such Supplemental Indenture is the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms. The Trustee shall sign all Supplemental Indentures, except that the Trustee need not sign any Supplemental Indenture that adversely affects its rights.

ARTICLE X  
GUARANTEE

Section 10.1 Guarantee.

(a) The Guarantor absolutely, unconditionally and irrevocably guarantees, on a senior unsecured basis, the Securities of any Series and obligations of the Company hereunder and thereunder, and guarantees to the Holders and to the Trustee the due and punctual payment of the principal of, premium, if any, and interest on each Series of Securities for which the Guarantor has executed a Supplemental Indenture or an Officer's Certificate with respect to such Series and all other amounts due and payable under this Indenture and the Securities of such Series by the Company, when and as such principal, premium, if any, interest, and such other amounts as shall become due and payable, whether at the Stated Maturity or by declaration of acceleration, call for redemption or otherwise, according to the terms of such Securities and this Indenture, subject to the limitations set forth in Section 11.4 (the "Note Guarantee").

The Guarantor hereby agrees that its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Securities of any Series or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Securities of any Series, the Trustee or any Agent with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor.

(b) The Guarantor hereby waives (to the extent permitted by law) the benefits of diligence, presentment, demand for payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company or any other Person, protest, notice and all demands whatsoever and covenants that the Note Guarantee of such Guarantor shall not be discharged as to the Securities of any Series, except by complete performance of the obligations contained in the Securities of any Series, this Indenture and the Note Guarantee. The Guarantor acknowledges that the Note Guarantee is a guarantee of payment and not of collection. The Guarantor hereby agrees that, in the event of a Default in payment of principal (or premium, if any) or interest on the Securities of any Series, whether at its Stated Maturity, by acceleration, purchase or otherwise, legal proceedings may be instituted by the Trustee on behalf of, or by, the Holder of Securities of any Series, subject to the terms and conditions set forth in this Indenture and any amendment or supplement, directly against the Guarantor to enforce the Guarantor's Note Guarantee without first proceeding against the Company. The Guarantor agrees that if, after the occurrence and during the continuance of an Event of Default, the Trustee or any of the Holders are prevented by applicable law from exercising their respective rights to accelerate the maturity of the Securities, to collect interest on the Securities of any Series, or to enforce or exercise any other right or remedy with respect to the Securities, the Guarantor will pay to the Trustee for the account of the Holders, upon demand therefor, the amount that would otherwise have been due and payable had such rights and remedies been permitted to be exercised by the Trustee or any of the Holders.

(c) The Guarantor also agrees to pay any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee or any Holder in enforcing any rights under this Section 10.1.

(d) If any Holder, any Agent or the Trustee is required by any court or otherwise to return to the Company or the Guarantor, or any Custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantor, any amount paid by either of them to the Trustee, any Agent or such Holder, the Note Guarantee of the Guarantor, to the extent theretofore discharged, shall be reinstated in full force and effect. The Guarantor further agrees that, as between the Guarantor, on the one hand, and the Holders and the Trustee, on the other hand, (x) subject to this Article X, the maturity of the obligations guaranteed hereby may be accelerated as provided in Article VI for the purposes of the Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any acceleration of such obligations as provided in Article VI, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of the Note Guarantee.

(e) The Note Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Securities of any Series are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Securities of any Series, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Securities shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(f) Each payment to be made by a Guarantor in respect of its Note Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

Section 10.2 Execution and Delivery.

- (a) To evidence the Note Guarantee set forth in Section 10.1, the Guarantor hereby agrees that this Indenture (or a Supplemental Indenture or an Officer's Certificate) shall be executed on behalf of the Guarantor by an Officer.
- (b) The Guarantor hereby agrees that the Note Guarantee set forth in Section 10.1 shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Note Guarantee on the Securities of any Series.
- (c) If an Officer whose signature is on this Indenture (or a Supplemental Indenture or an Officer's Certificate) no longer holds that office at the time the Trustee authenticates Securities of any Series, the Note Guarantee shall be valid nevertheless.
- (d) The delivery of Securities of any Series by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Note Guarantee set forth in this Indenture on behalf of the Guarantor.

Section 10.3 Severability. In case any provision of the Note Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 10.4 Limitation of Liability. The Guarantor and by its acceptance of Securities of any Series each Holder hereby confirms that it is the intention of all such parties that the guarantee by the Guarantor pursuant to its Note Guarantee not constitute a fraudulent transfer or conveyance for purposes of the Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law or the provisions of its local law relating to fraudulent transfer or conveyance. To effectuate the foregoing intention, the Holders and the Guarantor hereby irrevocably agree that the obligations of the Guarantor under the Note Guarantee shall be limited to the maximum amount that will not, after giving effect to all other contingent and fixed liabilities of the Guarantor, result in the obligations of the Guarantor under the Note Guarantee constituting such fraudulent transfer or conveyance.

Section 10.5 Subrogation. The Guarantor shall be subrogated to all rights of Holders, the Trustee and the Agents against the Company in respect of any amounts paid by the Guarantor pursuant to the provisions of Section 10.1; *provided, however*, that if an Event of Default has occurred and is continuing, the Guarantor shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under this Indenture or the Securities of any Series shall have been paid in full.

Section 10.6 Reinstatement. The Guarantor hereby agrees that the Note Guarantee provided for in Section 10.1 shall continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any obligations or interest thereon is rescinded or must otherwise be restored by a Holder, the Trustee or any Agent to the Company upon the bankruptcy or insolvency of the Company.

Section 10.7 Benefits Acknowledged. The Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Indenture and that the Note Guarantee is knowingly made in contemplation of such benefits.

Section 10.8 Release of Guarantees.

(a) Notwithstanding any other provisions of this Indenture, the Guarantee of the Guarantor may be released upon the terms and subject to the conditions set forth in Section 8.2, Section 8.5 and this Section 10.8. Provided that no Default shall have occurred and shall be continuing under this Indenture, the Guarantee incurred by the Guarantor pursuant to this Article X shall be unconditionally released and discharged (i) automatically upon (A) any sale, exchange or transfer, whether by way of merger or otherwise, to any person that is not an Affiliate of the Guarantor, of all of the Guarantor's direct or indirect equity interests in the Company (provided such sale, exchange or transfer is not prohibited by this Indenture) or (B) the merger of the Company into the Guarantor or the liquidation and dissolution of the Guarantor (in each case to the extent not prohibited by this Indenture) or (ii) with respect to any Series of Securities, upon the occurrence of any other condition set forth in the Supplemental Indenture or Officer's Certificate establishing the terms of such Series.

(b) Upon receipt of a written request of the Company accompanied by an Officer's Certificate and Opinion of Counsel to the effect that the Guarantor is entitled to be released from the Guarantee in accordance with the provisions of this Indenture, the Trustee shall, without recourse, representation or warranty of any kind, deliver instruments reasonably requested by the Company or the Guarantor evidencing the release of the Guarantor from the Guarantee, such instruments to be prepared by the Company or the Guarantor and delivered to the Trustee.

ARTICLE XI  
MISCELLANEOUS

Section 11.1 Trust Indenture Act Controls. If any provision of this Indenture limits, qualifies or conflicts with another provision that is required or deemed to be included in this Indenture by the TIA, such required or deemed provision shall control.

Section 11.2 Notices. Any notice or communication by the Company, the Guarantor or the Trustee to the other, or by a Holder to the Company or the Trustee, is duly given if in writing and delivered in Person or mailed by first-class mail:

(a) if to the Company:

Amphenol Technologies Holding GmbH  
c/o Amphenol Corporation  
358 Hall Avenue  
Wallingford, Connecticut 06492  
Attention: Treasurer  
Facsimile: (203) 265-8628

with a copy to:

Amphenol Corporation  
358 Hall Avenue  
Wallingford, Connecticut 06492  
Attention: General Counsel  
Facsimile: (203) 265-8827

and

Latham & Watkins LLP  
200 Clarendon Street  
Boston, Massachusetts 02116  
Attention: Wesley C. Holmes; R. Charles Cassidy III  
Telephone: (617) 948-6000; (202) 637-2176

(b) if to the Guarantor

Amphenol Corporation  
358 Hall Avenue  
Wallingford, Connecticut 06492  
Attention: Treasurer  
Facsimile: (203) 265-8628

with a copy to:

Amphenol Corporation  
358 Hall Avenue  
Wallingford, Connecticut 06492  
Attention: General Counsel  
Facsimile: (203) 265-8827

and

Latham & Watkins LLP  
200 Clarendon Street  
Boston, Massachusetts 02116  
Attention: Wesley C. Holmes; R. Charles Cassidy III  
Telephone: (617) 948-6000; (202) 637-2176

(c) if to the Trustee:

U.S. Bank Trust Company, National Association  
185 Asylum Street, 27<sup>th</sup> Floor  
Hartford, CT 06103  
Attention: Global Corporate Trust and Custody (Amphenol Technologies Holding GmbH Notes Administrator)  
Facsimile: (860) 241-6897

with a copy to:

Shipman & Goodwin LLP  
One Constitution Plaza  
Hartford, Connecticut 06103  
United States of America  
Attention: Marie C. Pollio  
Telephone: (860) 251-5561

(d) if to the initial Paying Agent:

In accordance with the applicable paying agency agreement.

The Company, the Guarantor or the Trustee by notice to the others may designate additional or different addresses for subsequent notices or communications.

Any notice or communication to a Holder shall be mailed by first-class mail to such Holder's address as shown on the register kept by the Registrar or otherwise delivered in accordance with the Depository's procedures. Failure to mail or deliver a notice or communication to a Holder of any Series or any defect in it shall not affect its sufficiency with respect to other Holders of that or any other Series.

If a notice or communication is mailed or published in the manner provided above, within the time prescribed, it is duly given, whether or not the Holder receives it.

If the Company mails a notice or communication to Holders, it shall mail a copy to the Trustee and each Agent at the same time.

Section 11.3 Communication by Holders with Other Holders. Holders of any Series may communicate pursuant to Section 312(b) of the TIA with other Holders of such Series or any other Series with respect to their rights under this Indenture or the Securities of such Series or all Series. The Company, the Guarantor, the Trustee, the Registrar and anyone else shall have the protection of Section 312(c) of the TIA.

Section 11.4 Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Company or the Guarantor to the Trustee to take any action under this Indenture, the Company or the Guarantor shall furnish to the Trustee:

- (a) an Officer's Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and
- (b) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Section 11.5 Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to Section 314(a)(4) of the TIA) shall comply with the provisions of Section 314(e) of the TIA and shall include:

- (a) a statement that the Person making such certificate or opinion has read such covenant or condition;

- (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;
- (c) a statement that, in the opinion of such Person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and
- (d) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been complied with.

Section 11.6 Rules by Trustee and Agents. The Trustee may make reasonable rules for action by or a meeting of Holders of one or more Series. Any Agent may make reasonable rules and set reasonable requirements for its functions.

Section 11.7 Legal Holidays. Unless otherwise provided by Board Resolution, an Officer's Certificate or Supplemental Indenture for a particular Series, a "Legal Holiday" is any day that is not a Business Day. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period.

Section 11.8 No Recourse Against Others. A director, officer, employee or stockholder, as such, of the Company, the Guarantor or any of the Guarantor's subsidiaries (including the Company) shall not have any liability for any obligations of the Company or the Guarantor under the Securities and the Note Guarantee or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Securities.

Section 11.9 Counterparts. This Indenture may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The Trustee shall not have any duty to confirm that any person sending any notice, instruction or other communication (a "Notice") by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so, other than to confirm that such person is listed on the incumbency or other certificate previously delivered to the Trustee by the Company or the Guarantor, as applicable, listing designated persons with the authority to provide such Notice, which incumbency or other certificate shall be amended or replaced from time to time whenever a person is to be added or deleted from the list and upon which incumbency or other certificate the Trustee may conclusively rely. Electronic signatures believed by the Trustee to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to the Trustee) shall be deemed original signatures for all purposes. Each other party assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to the Trustee, including without limitation the risk of the Trustee acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Trustee in lieu of, or in addition to, any such electronic Notice.

Section 11.10 Governing Laws. THIS INDENTURE, THE SECURITIES AND THE NOTE GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE SECURITIES AND THE NOTE GUARANTEE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.11 No Adverse Interpretation of Other Agreements. This Indenture may not be used to interpret another indenture, loan or debt agreement of the Company, the Guarantor or a Subsidiary of the Guarantor. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 11.12 Successors. All agreements of the Company in this Indenture and the Securities shall bind its successor. All agreements of the Guarantor in this Indenture and the Note Guarantee shall bind its successor. All agreements of the Trustee in this Indenture shall bind its successor.

Section 11.13 Severability. In case any provision in this Indenture or in the Securities and the Note Guarantee shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11.14 Table of Contents, Headings, Etc. The Table of Contents, Cross-Reference Table, and headings of the Articles and sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 11.15 Securities in a Foreign Currency. Unless otherwise specified in a Board Resolution, an Officer's Certificate or a Supplemental Indenture delivered pursuant to Section 2.2 with respect to the Securities of a particular Series, whenever for purposes of this Indenture any action may be taken by the Holders of a specified percentage in aggregate principal amount of Securities of all Series or all Series affected by a particular action at the time outstanding and, at such time, there are outstanding Securities of any Series that are denominated in a coin or currency other than dollars, then the principal amount of Securities of such Series that shall be deemed to be outstanding for the purpose of taking such action shall be that amount of dollars that could be obtained for such amount at the Market Exchange Rate at such time. For purposes of this Section 11.15, "Market Exchange Rate" shall mean the noon dollars buying rate in New York City for cable transfers of that currency as published by the Federal Reserve Bank of New York. If such Market Exchange Rate is not available for any reason with respect to such currency, the Company shall use, in its sole discretion and without liability on its part, such quotation of the Federal Reserve Bank of New York as of the most recent available date, or quotations from one or more major banks in The City of New York or in the country of issue of the currency in question or such other quotations as the Company shall deem appropriate. The provisions of this paragraph shall apply in determining the equivalent principal amount in respect of Securities of a Series denominated in currency other than dollars in connection with any action taken by Holders of Securities pursuant to the terms of this Indenture.

All decisions and determinations of the Company regarding the Market Exchange Rate or any alternative determination provided for in the preceding paragraph shall be in its sole discretion and shall, in the absence of manifest error, to the extent permitted by law, be conclusive for all purposes and irrevocably binding upon all Holders.

Section 11.16 Judgment Currency. The Company agrees, to the fullest extent that it may effectively do so under applicable law, that (a) if for the purpose of obtaining judgment in any court it is necessary to convert the sum due in respect of the principal of or interest or other amount on the Securities of any Series (the "Required Currency") into a currency in which a judgment will be rendered (the "Judgment Currency"), the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Trustee could purchase in The City of New York the Required Currency with the Judgment Currency on the day on which final unappealable judgment is entered, unless such day is not a New York Banking Day, then the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Trustee could purchase in The City of New York the Required Currency with the Judgment Currency on the New York Banking Day preceding the day on which final unappealable judgment is entered and (b) its obligations under this Indenture to make payments in the Required Currency (i) shall not be discharged or satisfied by any tender, any recovery pursuant to any judgment (whether or not entered in accordance with clause (a) above), in any currency other than the Required Currency, except to the extent that such tender or recovery shall result in the actual receipt, by the payee, of the full amount of the Required Currency expressed to be payable in respect of such payments, (ii) shall be enforceable as an alternative or additional cause of action for the purpose of recovering in the Required Currency the amount, if any, by which such actual receipt shall fall short of the full amount of the Required Currency so expressed to be payable and (iii) shall not be affected by judgment being obtained for any other sum due under this Indenture. For purposes of the foregoing, "New York Banking Day" means any day except a Saturday, Sunday or a legal holiday in The City of New York on which banking institutions are authorized or required by law, regulation or executive order to close.

Section 11.17 USA Patriot Act. The parties hereto acknowledge that, in accordance with Section 326 of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (as amended, modified or supplemented from time to time, the "USA Patriot Act"), the Trustee, like all financial institutions, is required to obtain, verify, and record information that identifies each person or legal entity that opens an account. The parties to this Indenture agree that they will provide the Trustee with such information as the Trustee may request in order for the Trustee to satisfy the requirements of the USA Patriot Act.

Section 11.18 Consent to Jurisdiction; Appointment of Agent; Enforceability of Judgments. Any legal action or proceeding with respect to this Indenture and any action for enforcement of any judgment in respect thereof may be brought in the federal and state courts in the City of New York, County and State of New York, United States of America, and, by execution and delivery of this Indenture, each of the parties hereto hereby accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any thereof. The Guarantor hereby irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Guarantor at its address referred to in Section 11.2. The Company hereby irrevocably designates and appoints Amphenol Corporation, 358 Hall Ave, Wallingford, CT 06492, as its agent to receive service of process with respect to any such action or proceeding, such service being hereby acknowledged by it to be effective and binding service in every respect.

Each of the parties hereto hereby irrevocably waives, to the fullest extent it may do so under applicable law, any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Indenture brought in the courts referred to above and to the fullest extent it may do so under applicable law hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein shall affect the right of any party hereto to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed in any other jurisdiction.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed and attested, all as of the day and year first above written.

AMPHENOL TECHNOLOGIES HOLDING GMBH, as issuer

By: \_\_\_\_\_  
Name:  
Title:

AMPHENOL CORPORATION, as Guarantor

By: \_\_\_\_\_  
Name:  
Title:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Amphenol Technologies Holding GmbH – Indenture]*

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555 Eleventh Street, N.W., Suite 1000  
 Washington, D.C. 20004-1304  
 Tel: +1.202.637.2200 Fax: +1.202.637.2201  
 www.lw.com

**LATHAM & WATKINS** LLP

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Los Angeles	Tokyo
Madrid	Washington, D.C.

March 2, 2026

Amphenol Corporation  
 Amphenol Technologies Holding GmbH  
 358 Hall Avenue  
 Wallingford, Connecticut 06492

Re: Registration Statement on Form S-3

To the addressees set forth above:

We have acted as special counsel to Amphenol Corporation, a Delaware corporation (the “*Company*”) and Amphenol Technologies Holding GmbH, a German limited liability company (*Gesellschaft mit beschränkter Haftung*) and a wholly-owned subsidiary of the Company (“*Amphenol Technologies*”), in connection with the filing on the date hereof with the Securities and Exchange Commission (the “*Commission*”) of a registration statement on Form S-3 (as amended, the “*Registration Statement*”), including a base prospectus (the “*Base Prospectus*”), which provides that it will be supplemented by one or more prospectus supplements (each such prospectus supplement, together with the Base Prospectus, a “*Prospectus*”), under the Securities Act of 1933, as amended (the “*Act*”), relating to the registration (a) for issue and sale of one or more series of the Company’s senior debt securities (collectively, the “*Company Debt Securities*”) to be issued under an indenture dated February 21, 2023 between the Company, as issuer, and U.S. Bank Trust Company, National Association, as trustee, (which is included as Exhibit 4.1 to the Registration Statement) and one or more board resolutions, supplements thereto or officers’ certificates thereunder (such indenture, together with the applicable board resolution, supplement or officers’ certificate pertaining to the applicable series of Company Debt Securities, the “*Applicable Company Indenture*”) and (b) (i) for issue and sale of one or more series of Amphenol Technologies’ senior debt securities (collectively, the “*Amphenol Technologies Debt Securities*”) and (ii) the provision of a full and unconditional guarantee of the Amphenol Technologies Debt Securities by the Company (the “*Guarantee*”), in each case pursuant to an indenture among Amphenol Technologies, as issuer, the Company, as guarantor, and U.S. Bank Trust Company, National Association, as trustee, (a form of which is included as Exhibit 4.2 to the Registration Statement) and one or more board resolutions, supplements thereto or officers’ certificates thereunder (such indenture, together with the applicable board resolution, supplement or officers’ certificate pertaining to the applicable series of Amphenol Technologies Debt Securities, the “*Applicable Amphenol Technologies Indenture*” and, together with the Applicable Company Indenture, the “*Applicable Indentures*”). The Company Debt Securities, the Amphenol Technologies Debt Securities and the Guarantee are referred to herein collectively as the “*Securities*.”

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or related applicable Prospectus, other than as expressly stated herein with respect to the issue of the Securities.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company, Amphenol Technologies and others as to factual matters without having independently verified such factual matters. We are opining herein as to the General Corporation Law of the State of Delaware and the internal laws of the State of New York, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or, in the case of Delaware, any other laws, or as to any matters of municipal law or the laws of any local agencies within any state. Various issues pertaining to German law are addressed in the opinion of Latham & Watkins LLP, Frankfurt, Germany, separately provided to you. We express no opinion with respect to those matters herein, and to the extent elements of such opinion are necessary to the conclusions expressed herein, we have, with your consent assumed such matters.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof:

1. When the Applicable Company Indenture has been duly authorized, executed and delivered by all necessary corporate action of the Company, and when the specific terms of a particular series of Company Debt Securities have been duly established in accordance with the terms of the Applicable Company Indenture and authorized by all necessary corporate action of the Company, and such Company Debt Securities have been duly executed, authenticated, issued and delivered against payment therefor in accordance with the terms of the Applicable Company Indenture and in the manner contemplated by the applicable Prospectus and by such corporate action, such Company Debt Securities will be the legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.
  2. When the Applicable Amphenol Technologies Indenture has been duly authorized, executed and delivered by all necessary limited liability company action of Amphenol Technologies and all necessary corporate action of the Company, as applicable, when the specific terms of a particular series of Amphenol Technologies Debt Securities and the Guarantee, if any, relating thereto have been duly established in accordance with the terms of the Applicable Amphenol Technologies Indenture and authorized by all necessary limited liability company action of Amphenol Technologies and all necessary corporate action of the Company, as applicable, and such Amphenol Technologies Debt Securities have been duly executed, authenticated, issued and delivered against payment therefor in accordance with the terms of the Applicable Amphenol Technologies Indenture and in the manner contemplated by the applicable Prospectus and by such limited liability company action of Amphenol Technologies, such Amphenol Technologies Debt Securities and the related Guarantee will be the legally valid and binding obligations of Amphenol Technologies and the Company, respectively, enforceable against Amphenol Technologies and the Company, respectively, in accordance with their terms.
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Our opinions are subject to: (i) the effect of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors; (ii) (a) the effect of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), (b) concepts of materiality, reasonableness, good faith and fair dealing, and (c) the discretion of the court before which a proceeding is brought; and (iii) the invalidity under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy. We express no opinion as to (a) any provision for liquidated damages, default interest, late charges, monetary penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty, (b) consents to, or restrictions upon, governing law, jurisdiction, venue, arbitration, remedies, or judicial relief, (c) waivers of rights or defenses, (d) any provision requiring the payment of attorneys' fees, where such payment is contrary to law or public policy, (e) any provision permitting, upon acceleration of any Company Debt Securities or Amphenol Technologies Debt Securities, collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon, (f) the creation, validity, attachment, perfection, or priority of any lien or security interest, (g) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights, (h) waivers of broadly or vaguely stated rights, (i) provisions for exclusivity, election or cumulation of rights or remedies, (j) provisions authorizing or validating conclusive or discretionary determinations, (k) grants of setoff rights, (l) proxies, powers and trusts, (m) provisions prohibiting, restricting, or requiring consent to assignment or transfer of any right or property, (n) any provision to the extent it requires that a claim with respect to a security denominated in other than U.S. dollars (or a judgment in respect of such a claim) be converted into U.S. dollars at a rate of exchange at a particular date, to the extent applicable law otherwise provides, and (o) the severability, if invalid, of provisions to the foregoing effect.

With your consent, we have assumed (a) that each of the Securities and Applicable Indentures (collectively, the "**Documents**") will be governed by the internal laws of the State of New York, (b) that each of the Documents has been or will be duly authorized, executed and delivered by the parties thereto, (c) that each of the Documents constitutes or will constitute legally valid and binding obligations of the parties thereto other than the Company and Amphenol Technologies, enforceable against each of them in accordance with their respective terms, and (d) that the status of each of the Documents as legally valid and binding obligations of the parties will not be affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or to make required registrations, declarations or filings with, governmental authorities.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm contained in the Prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Sincerely,

/s/ Latham & Watkins LLP

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Die Welle  
 Reuterweg 20  
 60323 Frankfurt am Main, Germany  
 Tel: +49.69.6062.6000  
 Fax: +49.69.6062.6700  
 www.lw.com

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London	Tel Aviv
Los Angeles	Tokyo
Madrid	Washington, D.C.

March 2, 2026

To:  
 Amphenol Corporation  
 358 Hall Avenue  
 Wallingford, Connecticut 06492

Amphenol Technologies Holding GmbH  
 August-Häußer-Straße 10  
 74080 Heilbronn

**Amphenol – Registration Statement on Form S-3**

To the addressees set forth above:

- (1) We have acted as special German legal counsel to Amphenol Technologies Holding GmbH (the “**Company**”), a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Federal Republic of Germany and a wholly-owned subsidiary of Amphenol Corporation, a Delaware corporation (the “**Parent**”), in connection with the filing on the date hereof with the Securities and Exchange Commission (the “**Commission**”) of a registration statement on Form S-3 (as amended, the “**Registration Statement**”), including a base prospectus (the “**Base Prospectus**”), which provides that it will be supplemented by one or more prospectus supplements (each such prospectus supplement, together with the Base Prospectus, a “**Prospectus**”), under the Securities Act of 1933, as amended (the “**Act**”), relating to the registration (a) for issue and sale of one or more series of the Parent’s senior debt securities to be issued under an indenture dated March 16, 2023 between the Parent, as issuer, and U.S. Bank Trust Company, National Association, as trustee, (which is included as Exhibit 4.1 to the Registration Statement) and one or more board resolutions, supplements thereto or officers’ certificates thereunder, and (b) (i) for issue and sale of one or more series of senior debt securities of the Company’s senior debt securities (collectively, the “**German Debt Securities**”) and (ii) the provision of a full and unconditional guarantee of the German Debt Securities by the Parent (the “**Guarantee**”), in each case pursuant to an indenture among the Company, as issuer, the Parent, as guarantor, and U.S. Bank Trust Company, National Association, as trustee, (a form of which is included as Exhibit 4.2 to the Registration Statement) and one or more supplements thereto or officers’ certificates thereunder (such indenture, together with the applicable supplement or officers’ certificate pertaining to the applicable series of the German Debt Securities, the “**Indenture**”).

This opinion (the “**Opinion**”) is rendered to in connection with the Registration Statement.

Capitalized English terms used herein, but not otherwise defined shall have the meaning ascribed to them in the Registration Statement. Where a German translation of an English term appears in the text of this Opinion, the German translation of such term shall be decisive and authoritative for the interpretation of the relevant English term in the Opinion.

- (2) For the purposes of this Opinion, we have examined:

- (a) a draft of the Indenture in the form attached to the Registration Statement, expressed to be governed by the laws of the State of New York:

Latham & Watkins LLP, a limited liability partnership organized under the laws of the State of Delaware (USA)

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- (b) the following corporate documents (the “**Corporate Documents**”):
  - (i) an electronic copy of the excerpt from the commercial register (*Handelsregisterauszug*) at the local court (*Amtsgericht*) of Stuttgart, HRB 104157 relating to the Company, dated March 2, 2026 (the “**Excerpt**”);
  - (ii) an electronic copy of the articles of association (*Satzung*) of the Company, dated June 13, 2018 (the “**Articles of Association**”);
  - (iii) an electronic copy of the list of the shareholders of the Company, dated February 8, 2019 (the “**Shareholders List**”);
  - (iv) an electronic copy of the shareholders’ resolution (*Gesellschafterbeschluss*) of Amphenol Germany GmbH as the shareholder of the Company approving the execution and performance of the Indenture to which the Company is a party, dated February 24, 2026 (the “**Shareholders’ Resolution**”); and
- (c) an electronic copy of the Registration Statement;

The Registration Statement, the Indenture and the Corporate Documents are collectively referred to as the “**Documents**”.

Except as stated above, we have not examined any agreements, deeds, instruments or other documents entered into by or affecting the Company or any corporate records of the Company or any other person and we have not made any other inquiries concerning the Company or any other person. We have relied upon the foregoing with respect to all factual matters stated therein. We have not independently verified such factual matters and do not opine as to matters of fact.

- (3) We have not investigated the laws of any country other than the Federal Republic of Germany (including the laws of the European Union to the extent directly applicable in the Federal Republic of Germany). This Opinion speaks only as of the date hereof and is given only with respect to the laws of the Federal Republic of Germany as in effect on the date hereof. To the extent we have reviewed documents expressed to be governed by any laws other than the laws of the Federal Republic of Germany, we have interpreted the provisions contained therein from the perspective of a German-qualified lawyer without considering the particular meaning of such provisions under the relevant foreign law. In this Opinion, unless expressly stated to the contrary, German legal concepts are described and referred to in the English language and not in their original German terms which may not be fully identical in their respective legal meanings or ramifications. This Opinion may, therefore, only be relied upon on the express condition that any issues of interpretation arising thereunder are governed by German law. We express no opinion as to tax law.
  - (4) In giving this Opinion, we have assumed:
    - (a) the genuineness of all signatures and seals;
    - (b) the authenticity and completeness of all documents submitted to us as originals;
    - (c) the conformity to the original documents of all documents submitted to us as copies and the authenticity and completeness of such original documents;
    - (d) that each natural person executing any Document on behalf of the Company had, or will have, unlimited legal capacity (*unbeschränkte Geschäftsfähigkeit*) at the time of execution and has issued a statement of intent (*Willenserklärung*) which is not subject to rescission (*nicht anfechtbar*);
-

- (e) that the Excerpt, the Articles of Association and the Shareholders' Resolution (as provided to us by or on behalf of the Company) are accurate and complete as of their respective dates and that no changes to the facts stated therein have occurred between their respective dates and the date of this Opinion or will occur between the date of this Opinion and the date of the execution of the Indenture;
  - (f) that all matters capable of being entered into the commercial register of the Company have been entered into the relevant commercial register, that all matters entered into the commercial register of the Company are true and correct as of the date hereof and that no entries have been made in the commercial register which are not yet reflected in the Excerpts;
  - (g) that the shareholder of the Company and its shareholding in the Company as of the date of signing of each relevant document and as of the date of this Opinion are as set out in the Shareholders List;
  - (h) that the Indenture will be signed on behalf of the Company by person(s) who are identical with the person(s) named in the Excerpt of such Company as managing director(s) (*Geschäftsführer*) or authorized officer (*Prokurist*);
  - (i) that the parties to the Indenture (other than the Company) have been duly established and incorporated, respectively, and are since then validly existing and in good standing (if applicable) under the laws of their respective jurisdictions and have the corporate and other power and capacity and hold all necessary licenses to enter into and to perform their respective obligations and to exercise their rights under the Indenture;
  - (j) the due authorization, valid execution and delivery of the Indenture by or on behalf of all parties thereto, including that the execution of the Indenture by each of the relevant signatories was, or will be, duly authorized by the party which such signatory purports to represent (other than in relation to the Company to the extent we expressly opine thereon in the specific opinion statements (b) and (c));
  - (k) that the copy of the Shareholders' Resolution of the Company provided to us in connection with giving this Opinion accurately records the resolution of the shareholders of the Company which was duly passed in accordance with the Articles of Association and applicable law;
  - (l) that the Indenture creates or will create, as the case may be, legal, valid and binding obligations of each of the parties thereto, enforceable under all applicable laws (other than in relation to the Company under German law to the extent we expressly opine thereon in the specific opinion statement (d));
  - (m) that all statements of fact and all opinions, including but not limited to the representations, warranties and all statements made, or to be made, by the parties to the Indenture in or pursuant to the Indenture as to matters not covered by this opinion are, and will at the time of the execution of the Indenture be, accurate;
  - (n) that the Company has, and will at the time of the execution of the Indenture have, its administrative seat (*Verwaltungssitz*) and its centre of main interests (as such term is described in Article 3(1) of the Regulation (EU) of the European Parliament and of the Council No. 848/2015 of May 20, 2015 on Insolvency Proceedings) in the Federal Republic of Germany;
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- (o) that no voluntary winding-up resolution or court order for an involuntary dissolution and no application for the commencement of insolvency proceedings (*Insolvenzantrag*) or any other insolvency or bankruptcy procedure (including preventive measures in connection with any applicable preventive restructuring framework, in particular, for the avoidance of doubt, for the Federal Republic of Germany any measures under Chapters (*Kapitel*) 2 and 3 of the Law on the Stabilization and Restructuring Framework for Enterprises (*StaRUG*)) has been made, or will at the time of the execution of the Indenture have been made, within the meaning of any applicable insolvency and bankruptcy laws and procedures (including any preventive restructuring framework) with respect to any of the parties to the Indenture (provided that with regard to the Company we have reviewed the Excerpt which revealed no resolution or court order for the dissolution or winding up of the Company as of its date);
- (p) that as of the date of this Opinion and the date of the execution of the Indenture or as a consequence of entering into the Indenture, no party to the Indenture is or will be deemed unable to pay any of its debts when they fall due (*zahlungsunfähig*) or is over-indebted (*überschuldet*);
- (q) that no party to the Indenture is aware of any circumstances which would indicate that, or give reason to inquire further whether or not, any party to the Indenture are close to any of the events set forth in subsections (o) and (p) above;
- (r) that each party enters into the Indenture or any transaction contemplated thereby with *bona fide* and at arms' length terms and with no intention to prejudice, defraud or damage any creditor of any party to the Indenture;
- (s) that there are no other agreements among the parties to the Indenture and that no shareholders' or partners' resolutions (other than the Shareholders' Resolution) have been adopted that would affect this Opinion; and

that there is no provision in the laws of any country other than the Federal Republic of Germany which would affect this Opinion.

- (5) Subject to the foregoing, the other matters set forth herein and any matters not disclosed to us, it is our opinion that, as of the date hereof:
    - (a) The Company is a limited liability company (*Gesellschaft mit beschränkter Haftung, GmbH*) validly existing under the laws of the Federal Republic of Germany.
    - (b) The Company has the corporate power and authority (*Rechtsmacht*) to enter into the Indenture and to perform its obligations thereunder, and, assuming that the Indenture will be executed in the form attached to the Registration Statement, has duly taken all necessary corporate action required under its Articles of Association to authorize the execution of the Indenture and the performance of its obligations thereunder.
    - (c) Assuming that the Indenture is executed on behalf of the Company by one or several of its managing directors (*Geschäftsführer*) or by persons duly authorized to represent the Company for such purpose under a valid power of attorney, the Company will be validly represented in executing the Indenture.
    - (d) The choice of the laws of the State of New York expressed to govern the Indenture, upon due execution, will be recognized and given effect to by the courts of the Federal Republic of Germany applying German law.
-

(6) This Opinion is subject to the following qualifications:

- (a) The enforcement of the parties' rights and the Companies' performance of their obligations under the Indenture may be limited by and are subject to the laws on insolvency, liquidation, reorganization or any other laws of general application relating to or affecting the rights of creditors (including the attachment of claims by third-party creditors and the principle of voidability of transactions on the onset of insolvency proceedings or fraud) as such law may be applied in the event of an insolvency, liquidation, reorganization or other similar proceedings (including any preventive restructuring framework) with respect to such party.
- (b) The German Federal Supreme Court (*Bundesgerichtshof*) has ruled that insolvency-related contractual termination rights (*insolvenzabhängige Lösungsklauseln*) are void pursuant to Sections 119, 103 of the German Insolvency Code (*Insolvenzordnung*) if contained in an agreement on the steady supply of goods or energy. The Indenture contains clauses providing that the debt securities will become immediately due and payable in case of bankruptcy, insolvency or reorganization regarding the Parent or the Company.

As there is no court decision in place so far specifically relating to termination rights under bond indentures, we cannot rule out that the German Federal Supreme Court will also hold insolvency-related terminations rights as contained in the Indenture to be void.

Section 44 StaRUG provides that (a) pendency of restructuring proceedings under that law or (b) the use of the instruments provided by the framework set out by the that law by a debtor alone are no reason (i) to terminate any contracts to which the debtor is a party, (ii) to declare any payments thereunder due and payable or (iii) for the other party to have a right to refuse performance or to demand adjustment or amendment of the contract. Section 44 para. 2 StaRUG provides for agreements conflicting with these provisions to be void. We can therefore not rule out that certain termination rights as agreed in the Indenture that become relevant when restructuring proceedings under the StaRUG are commenced or instruments provided by the framework set out by the StaRUG are used by a debtor are void.

- (c) The recognition and effect of a choice of law provision will, to the extent relating to contractual obligations (*vertragliche Schuldverhältnisse*), be subject to the provisions of Regulation (EC) No. 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations (*Rome I*) and to German public policy (*ordre public*).
  - (d) The recognition and effect of a choice of law provision will, to the extent relating to non-contractual obligations (*außervertragliche Schuldverhältnisse*), be subject to Article 14 of Regulation (EC) No. 864/2007 of the European Parliament and of the Council on the law applicable to non-contractual obligations (*Rome II*) and to German public policy (*ordre public*).
  - (e) There is no final precedent in the Federal Republic of Germany for holding facsimile or electronic communications legal, valid and binding in all circumstances. However, where there are no particular legal requirements as to the form, the German Federal Supreme Court (*Bundesgerichtshof*) has held that any facsimile communication actually received by the addressee will be deemed validly given.
-

- (7) This Opinion only applies to those facts and circumstances which exist as of today's date and we assume no obligation or responsibility to update or supplement this Opinion to reflect any facts or circumstances which may subsequently come to our attention, any changes in laws which may occur after today, or to inform you of any change in circumstances happening after the date of this Opinion which would alter our opinions.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm contained in the Prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Sincerely,

/s/ LATHAM & WATKINS LLP

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The following subsidiary of Amphenol Corporation (“**Amphenol**”) will be the issuer of senior debt securities under the indenture to be entered into among Amphenol, as guarantor, and the subsidiary listed below.

<u>Subsidiary</u>	<u>Jurisdiction of Organization</u>
Amphenol Technologies Holding GmbH	Germany

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement on Form S-3 (the "Registration Statement") of our report dated February 11, 2026, relating to the financial statements of Amphenol Corporation and the effectiveness of Amphenol Corporation's internal control over financial reporting, appearing in the Annual Report on Form 10-K of Amphenol Corporation for the year ended December 31, 2025. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ Deloitte & Touche LLP

Hartford, Connecticut

March 2, 2026

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**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM T-1**

**STATEMENT OF ELIGIBILITY UNDER  
THE TRUST INDENTURE ACT OF 1939 OF A  
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

Check if an Application to Determine Eligibility of  
a Trustee Pursuant to Section 305(b)(2)

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**  
(Exact name of Trustee as specified in its charter)

**91-1821036**  
I.R.S. Employer Identification No.

800 Nicollet Mall Minneapolis, Minnesota (Address of principal executive offices)	55402 (Zip Code)
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Kathy L. Mitchell  
U.S. Bank Trust Company, National Association  
185 Asylum Street, 27<sup>th</sup> Floor  
Hartford, CT 06103  
(860) 241-6832  
(Name, address and telephone number of agent for service)

**Amphenol Corporation**  
(Issuer with respect to the Securities)

Delaware (State or other jurisdiction of incorporation or organization)	22-2785165 (I.R.S. Employer Identification No.)
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358 Hall Avenue Wallingford, Connecticut (Address of Principal Executive Offices)	06492 (Zip Code)
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**Senior Debt Securities**  
(Title of the Indenture Securities)

**FORM T-1**

**Item 1. GENERAL INFORMATION.** Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of the Currency  
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*

Yes

**Item 2. AFFILIATIONS WITH THE OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

**Items 3-15** *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

**Item 16.** **LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee, attached as Exhibit 1.
  2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
  3. A copy of the authorization of the Trustee to exercise corporate trust powers, included as Exhibit 2.
  4. A copy of the existing bylaws of the Trustee, attached as Exhibit 4.
  5. A copy of each Indenture referred to in Item 4. Not applicable.
  6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
  7. Report of Condition of the Trustee as of December 31, 2025, published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.
-

**SIGNATURE**

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Hartford, State of Connecticut on the 12th of February, 2026.

By: /s/ Kathy L. Mitchell  
Kathy L. Mitchell  
Vice President

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Exhibit I

**ARTICLES OF ASSOCIATION  
OF  
U. S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**

For the purpose of organizing an association (the "Association") to perform any lawful activities of national banks, the undersigned enter into the following Articles of Association:

**FIRST.** The title of this Association shall be U. S. Bank Trust Company, National Association.

**SECOND.** The main office of the Association shall be in the city of Portland, county of Multnomah, state of Oregon. The business of the Association will be limited to fiduciary powers and the support of activities incidental to the exercise of those powers. The Association may not expand or alter its business beyond that stated in this article without the prior approval of the Comptroller of the Currency.

**THIRD.** The board of directors of the Association shall consist of not less than five nor more than twenty-five persons, the exact number to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any annual or special meeting thereof. Each director shall own common or preferred stock of the Association or of a holding company owning the Association, with an aggregate par, fair market, or equity value of not less than \$1,000, as of either (i) the date of purchase, (ii) the date the person became a director, or (iii) the date of that person's most recent election to the board of directors, whichever is more recent. Any combination of common or preferred stock of the Association or holding company may be used.

Any vacancy in the board of directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The board of directors may increase the number of directors up to the maximum permitted by law. Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office. Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of directors and his or her position is eliminated.

Honorary or advisory members of the board of directors, without voting power or power of final decision in matters concerning the business of the Association, may be appointed by resolution of a majority of the full board of directors, or by resolution of shareholders at any annual or special meeting. Honorary or advisory directors shall not be counted to determine the number of directors of the Association or the presence of a quorum in connection with any board action, and shall not be required to own qualifying shares.

**FOURTH.** There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the board of directors may designate, on the day of each year specified therefor in the Bylaws, or if that day falls on a legal holiday in the state in which the Association is located, on the next following banking day. If no election is held on the day fixed or in the event of a legal holiday on the following banking day, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the board of directors, or, if the directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases, at least 10 days' advance notice of the meeting shall be given to the shareholders by first-class mail.

In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares he or she owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by him or her.

A director may resign at any time by delivering written notice to the board of directors, its chairperson, or to the Association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed by the shareholders at a meeting called to remove him or her, when notice of the meeting stating that the purpose or one of the purposes is to remove him or her is provided, if there is a failure to fulfill one of the affirmative requirements for qualification, or for cause; provided, however, that a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

**FIFTH.** The authorized amount of capital stock of the Association shall be 1,000,000 shares of common stock of the par value of ten dollars (\$10) each; but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States. The Association shall have only one class of capital stock.

No holder of shares of the capital stock of any class of the Association shall have any preemptive or preferential right of subscription to any shares of any class of stock of the Association, whether now or hereafter authorized, or to any obligations convertible into stock of the Association, issued, or sold, nor any right of subscription to any thereof other than such, if any, as the board of directors, in its discretion, may from time to time determine and at such price as the board of directors may from time to time fix.

Transfers of the Association's stock are subject to the prior written approval of a federal depository institution regulatory agency. If no other agency approval is required, the approval of the Comptroller of the Currency must be obtained prior to any such transfers.

Unless otherwise specified in the Articles of Association or required by law, (1) all matters requiring shareholder action, including amendments to the Articles of Association must be approved by shareholders owning a majority voting interest in the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

Unless otherwise specified in the Articles of Association or required by law, all shares of voting stock shall be voted together as a class, on any matters requiring shareholder approval.

Unless otherwise provided in the Bylaws, the record date for determining shareholders entitled to notice of and to vote at any meeting is the close of business on the day before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70 days before the meeting.

The Association, at any time and from time to time, may authorize and issue debt obligations, whether subordinated, without the approval of the shareholders. Obligations classified as debt, whether subordinated, which may be issued by the Association without the approval of shareholders, do not carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or part of securities into securities of another class or series.

**SIXTH.** The board of directors shall appoint one of its members president of this Association and one of its members chairperson of the board and shall have the power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the Association, and such other officers and employees as may be required to transact the business of this Association. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the board of directors in accordance with the Bylaws.

The board of directors shall have the power to:

- (1) Define the duties of the officers, employees, and agents of the Association.
- (2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the Association.
- (3) Fix the compensation and enter employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.
- (4) Dismiss officers and employees.
- (5) Require bonds from officers and employees and to fix the penalty thereof.
- (6) Ratify written policies authorized by the Association's management or committees of the board.
- (7) Regulate the manner any increase or decrease of the capital of the Association shall be made; provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the Association in accordance with law, and nothing shall raise or lower from two-thirds the percentage required for shareholder approval to increase or reduce the capital.

- (8) Manage and administer the business and affairs of the Association.
- (9) Adopt initial Bylaws, not inconsistent with law or the Articles of Association, for managing the business and regulating the affairs of the Association.
- (10) Amend or repeal Bylaws, except to the extent that the Articles of Association reserve this power in whole or in part to the shareholders.
- (11) Make contracts.
- (12) Generally perform all acts that are legal for a board of directors to perform.

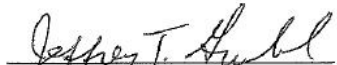
**SEVENTH.** The board of directors shall have the power to change the location of the main office to any authorized branch within the limits of the city of Portland, Oregon, without the approval of the shareholders, or with a vote of shareholders owning two-thirds of the stock of the Association for a location outside such limits and upon receipt of a certificate of approval from the Comptroller of the Currency, to any other location within or outside the limits of the city of Portland, Oregon, but not more than thirty miles beyond such limits. The board of directors shall have the power to establish or change the location of any office or offices of the Association to any other location permitted under applicable law, without approval of shareholders, subject to approval by the Comptroller of the Currency.

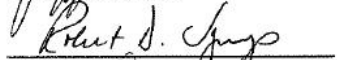
**EIGHTH.** The corporate existence of this Association shall continue until termination according to the laws of the United States.

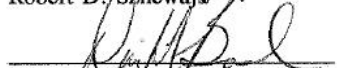
**NINTH.** The board of directors of the Association, or any shareholder owning, in the aggregate, not less than 25 percent of the stock of the Association, may call a special meeting of shareholders at any time. Unless otherwise provided by the Bylaws or the laws of the United States, or waived by shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least 10, and no more than 60, days prior to the date of the meeting to each shareholder of record at his/her address as shown upon the books of the Association. Unless otherwise provided by the Bylaws, any action requiring approval of shareholders must be effected at a duly called annual or special meeting.

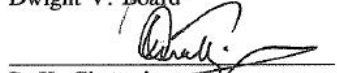
**TENTH.** These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of the Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount; provided, that the scope of the Association's activities and services may not be expanded without the prior written approval of the Comptroller of the Currency. The Association's board of directors may propose one or more amendments to the Articles of Association for submission to the shareholders.


In witness whereof, we have hereunto set our hands this 11<sup>th</sup> of June, 1997.

  
\_\_\_\_\_  
Jeffrey T. Grubb

  
\_\_\_\_\_  
Robert D. Szniewajski

  
\_\_\_\_\_  
Dwight V. Board

  
\_\_\_\_\_  
P. K. Chatterjee

  
\_\_\_\_\_  
Robert Lane

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Exhibit 2



Office of the Comptroller of the Currency

Washington, DC 20219

**CERTIFICATE OF CORPORATE EXISTENCE AND FIDUCIARY POWERS**

I, Jonathan Gould, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank Trust Company, National Association," Portland, Oregon (Charter No. 23412), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking and exercise fiduciary powers on the date of this certificate.

IN TESTIMONY WHEREOF, today, December 1, 2025, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

A handwritten signature in black ink, appearing to read 'Jonathan Gould'.

Comptroller of the Currency



2026-00320-C

**Exhibit 4**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**

**AMENDED AND RESTATED BYLAWS**

**ARTICLE I**

**Meetings of Shareholders**

Section 1.1. **Annual Meeting.** The annual meeting of the shareholders, for the election of directors and the transaction of any other proper business, shall be held at a time and place as the Chairman or President may designate. Notice of such meeting shall be given not less than ten (10) days or more than sixty (60) days prior to the date thereof, to each shareholder of the Association, unless the Office of the Comptroller of the Currency (the "OCC") determines that an emergency circumstance exists. In accordance with applicable law, the sole shareholder of the Association is permitted to waive notice of the meeting. If, for any reason, an election of directors is not made on the designated day, the election shall be held on some subsequent day, as soon thereafter as practicable, with prior notice thereof. Failure to hold an annual meeting as required by these Bylaws shall not affect the validity of any corporate action or work a forfeiture or dissolution of the Association.

Section 1.2. **Special Meetings.** Except as otherwise specially provided by law, special meetings of the shareholders may be called for any purpose, at any time by a majority of the board of directors (the "Board"), or by any shareholder or group of shareholders owning at least ten percent of the outstanding stock.

Every such special meeting, unless otherwise provided by law, shall be called upon not less than ten (10) days nor more than sixty (60) days prior notice stating the purpose of the meeting.

Section 1.3. **Nominations for Directors.** Nominations for election to the Board may be made by the Board or by any shareholder.

Section 1.4. **Proxies.** Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing. Proxies shall be valid only for one meeting and any adjournments of such meeting and shall be filed with the records of the meeting.

Section 1.5. **Record Date.** The record date for determining shareholders entitled to notice and to vote at any meeting will be thirty days before the date of such meeting, unless otherwise determined by the Board.

Section 1.6. **Quorum and Voting.** A majority of the outstanding capital stock, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, unless otherwise provided by law, but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held as adjourned without further notice. A majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting, unless otherwise provided by law or by the Articles of Association.

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Section 1.7. Inspectors. The Board may, and in the event of its failure so to do, the Chairman of the Board may appoint Inspectors of Election who shall determine the presence of quorum, the validity of proxies, and the results of all elections and all other matters voted upon by shareholders at all annual and special meetings of shareholders.

Section 1.8. Waiver and Consent. The shareholders may act without notice or a meeting by a unanimous written consent by all shareholders.

Section 1.9. Remote Meetings. The Board shall have the right to determine that a shareholder meeting not be held at a place, but instead be held solely by means of remote communication in the manner and to the extent permitted by the General Corporation Law of the State of Delaware.

## ARTICLE II Directors

Section 2.1. Board of Directors. The Board shall have the power to manage and administer the business and affairs of the Association. Except as expressly limited by law, all corporate powers of the Association shall be vested in and may be exercised by the Board.

Section 2.2. Term of Office. The directors of this Association shall hold office for one year and until their successors are duly elected and qualified, or until their earlier resignation or removal.

Section 2.3. Powers. In addition to the foregoing, the Board shall have and may exercise all of the powers granted to or conferred upon it by the Articles of Association, the Bylaws and by law.

Section 2.4. Number. As provided in the Articles of Association, the Board of this Association shall consist of no less than five nor more than twenty-five members, unless the OCC has exempted the Association from the twenty-five-member limit. The Board shall consist of a number of members to be fixed and determined from time to time by resolution of the Board or the shareholders at any meeting thereof, in accordance with the Articles of Association. Between meetings of the shareholders held for the purpose of electing directors, the Board by a majority vote of the full Board may increase the size of the Board but not to more than a total of twenty-five directors, and fill any vacancy so created in the Board; provided that the Board may increase the number of directors only by up to two directors, when the number of directors last elected by shareholders was fifteen or fewer, and by up to four directors, when the number of directors last elected by shareholders was sixteen or more. Each director shall own a qualifying equity interest in the Association or a company that has control of the Association in each case as required by applicable law. Each director shall own such qualifying equity interest in his or her own right and meet any minimum threshold ownership required by applicable law.

Section 2.5. Organization Meeting. The newly elected Board shall meet for the purpose of organizing the new Board and electing and appointing such officers of the Association as may be appropriate. Such meeting shall be held on the day of the election or as soon thereafter as practicable, and, in any event, within thirty days thereafter, at such time and place as the Chairman or President may designate. If, at the time fixed for such meeting, there shall not be a quorum present, the directors present may adjourn the meeting until a quorum is obtained.

Section 2.6. Regular Meetings. The regular meetings of the Board shall be held, without notice, as the Chairman or President may designate and deem suitable.

Section 2.7. Special Meetings. Special meetings of the Board may be called at any time, at any place and for any purpose by the Chairman of the Board or the President of the Association, or upon the request of a majority of the entire Board. Notice of every special meeting of the Board shall be given to the directors at their usual places of business, or at such other addresses as shall have been furnished by them for the purpose. Such notice shall be given at least twelve hours (three hours if meeting is to be conducted by conference telephone) before the meeting by telephone or by being personally delivered, mailed, or electronically delivered. Such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting.

Section 2.8. Quorum and Necessary Vote. A majority of the directors shall constitute a quorum at any meeting of the Board, except when otherwise provided by law; but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held as adjourned without further notice. Unless otherwise provided by law or the Articles or Bylaws of this Association, once a quorum is established, any act by a majority of those directors present and voting shall be the act of the Board.

Section 2.9. Written Consent. Except as otherwise required by applicable laws and regulations, the Board may act without a meeting by a unanimous written consent by all directors, to be filed with the Secretary of the Association as part of the corporate records.

Section 2.10. Remote Meetings. Members of the Board, or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone, video or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 2.11. Vacancies. When any vacancy occurs among the directors, the remaining members of the Board may appoint a director to fill such vacancy at any regular meeting of the Board, or at a special meeting called for that purpose.

### ARTICLE III Committees

Section 3.1. Advisory Board of Directors. The Board may appoint persons, who need not be directors, to serve as advisory directors on an advisory board of directors established with respect to the business affairs of either this Association alone or the business affairs of a group of affiliated organizations of which this Association is one. Advisory directors shall have such powers and duties as may be determined by the Board, provided, that the Board's responsibility for the business and affairs of this Association shall in no respect be delegated or diminished.

Section 3.2. Trust Audit Committee. At least once during each calendar year, the Association shall arrange for a suitable audit (by internal or external auditors) of all significant fiduciary activities under the direction of its trust audit committee, a function that will be fulfilled by the Audit Committee of the financial holding company that is the ultimate parent of this Association. The Association shall note the results of the audit (including significant actions taken as a result of the audit) in the minutes of the Board. In lieu of annual audits, the Association may adopt a continuous audit system in accordance with 12 C.F.R. § 9.9(b).

The Audit Committee of the financial holding company that is the ultimate parent of this Association, fulfilling the function of the trust audit committee:

- (1) Must not include any officers of the Association or an affiliate who participate significantly in the administration of the Association's fiduciary activities; and
- (2) Must consist of a majority of members who are not also members of any committee to which the Board has delegated power to manage and control the fiduciary activities of the Association.

Section 3.3. Executive Committee. The Board may appoint an Executive Committee which shall consist of at least three directors and which shall have, and may exercise, to the extent permitted by applicable law, all the powers of the Board between meetings of the Board or otherwise when the Board is not meeting.

Section 3.4. Trust Management Committee. The Board of this Association shall appoint a Trust Management Committee to provide oversight of the fiduciary activities of the Association. The Trust Management Committee shall determine policies governing fiduciary activities. The Trust Management Committee or such sub-committees, officers or others as may be duly designated by the Trust Management Committee shall oversee the processes related to fiduciary activities to assure conformity with fiduciary policies it establishes, including ratifying the acceptance and the closing out or relinquishment of all trusts. The Trust Management Committee will provide regular reports of its activities to the Board.

Section 3.5. Other Committees. The Board may appoint, from time to time, committees of one or more persons who need not be directors, for such purposes and with such powers as the Board may determine; however, the Board will not delegate to any committee any powers or responsibilities that it is prohibited from delegating under any law or regulation. In addition, either the Chairman or the President may appoint, from time to time, committees of one or more officers, employees, agents or other persons, for such purposes and with such powers as either the Chairman or the President deems appropriate and proper. Whether appointed by the Board, the Chairman, or the President, any such committee shall at all times be subject to the direction and control of the Board.

Section 3.6. Meetings, Minutes and Rules. An advisory board of directors and/or committee shall meet as necessary in consideration of the purpose of the advisory board of directors or committee, and shall maintain minutes in sufficient detail to indicate actions taken or recommendations made; unless required by the members, discussions, votes or other specific details need not be reported. An advisory board of directors or a committee may, in consideration of its purpose, adopt its own rules for the exercise of any of its functions or authority.

ARTICLE IV  
Officers

Section 4.1 Who Shall Constitute. The Officers of the Association shall be a Chief Executive Officer, a President, a Secretary, and other officers such as Vice Chair, Executive Vice Presidents, Senior Vice Presidents, Vice Presidents, Assistant Vice Presidents, Assistant Secretaries, Trust Officers, Assistant Trust Officers, Controller, and Assistant Controller, as the Board may appoint from time to time. The Board may appoint or elect a person as a Vice Chair without regard to whether such person is a member of the Board. The Board may choose to delegate authority to elect officers other than the Chief Executive Officer, President, Secretary, Vice Chairs and Senior Executive Vice Presidents, to the President. Any person may hold two offices. The President shall at all times be a member of the Board of Directors.

Section 4.2 Term of Office. All officers shall be elected for and shall hold office until their respective successors are elected and qualified or until their earlier death, resignation, retirement, disqualification or removal from office, subject to the right of the Board of Directors in its sole discretion to discharge any officer at any time. The Board may choose to delegate authority to remove officers other than the Chairman, Chief Executive Officer, President, Secretary, Vice Chair and Senior Executive Vice Presidents, to the President.

Section 4.3. Chairman of the Board. The Board may appoint one of its members to be Chairman of the Board to serve at the pleasure of the Board. The Chairman shall supervise the carrying out of the policies adopted or approved by the Board; shall have general executive powers, as well as the specific powers conferred by these Bylaws; and shall also have and may exercise such powers and duties as from time to time may be conferred upon or assigned by the Board.

Section 4.4. President. The Board may appoint one of its members to be President of the Association. In the absence of the Chairman, the President shall preside at any meeting of the Board. The President shall have general executive powers, and shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice, to the office of President, or imposed by these Bylaws. The President shall also have and may exercise such powers and duties as from time to time may be conferred or assigned by the Board.

Section 4.5. Vice President. The Board may appoint one or more Vice Presidents who shall have such powers and duties as may be assigned by the Board and to perform the duties of the President on those occasions when the President is absent, including presiding at any meeting of the Board in the absence of both the Chairman and President.

Section 4.6. Secretary. The Board shall appoint a Secretary, or other designated officer who shall be Secretary of the Board and of the Association, and shall keep accurate minutes of all meetings. The Secretary shall attend to the giving of all notices required by these Bylaws to be given; shall be custodian of the corporate seal, records, documents and papers of the Association; shall provide for the keeping of proper records of all transactions of the Association; shall, upon request, authenticate any records of the Association; shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice, to the Secretary, or imposed by these Bylaws; and shall also perform such other duties as may be assigned from time to time by the Board. The Board may appoint one or more Assistant Secretaries with such powers and duties as the Board, the President or the Secretary shall from time to time determine.

Section 4.7. Other Officers. The Board may appoint, and may authorize the Chairman, the President or any other officer to appoint, any officer as from time to time may appear to the Board, the Chairman, the President or such other officer to be required or desirable to transact the business of the Association.

Such officers shall exercise such powers and perform such duties as pertain to their several offices, or as may be conferred upon or assigned to them by these Bylaws, the Board, the Chairman, the President or such other authorized officer. Any person may hold two offices.

#### ARTICLE V

##### Stock

Section 5.1. The Board may authorize the issuance of stock either in certificated or in uncertificated form. Certificates for shares of stock shall be in such form as the Board may from time to time prescribe. If the Board issues certificated stock, the certificate shall be signed by the President, Secretary or any other such officer as the Board so determines. Shares of stock shall be transferable on the books of the Association, and a transfer book shall be kept in which all transfers of stock shall be recorded. Every person becoming a shareholder by such transfer shall, in proportion to such person's shares, succeed to all rights of the prior holder of such shares. Each certificate of stock shall recite on its face that the stock represented thereby is transferable only upon the books of the Association properly endorsed. The Board may impose conditions upon the transfer of the stock reasonably calculated to simplify the work of the Association for stock transfers, voting at shareholder meetings, and related matters, and to protect it against fraudulent transfers.

ARTICLE VI  
Corporate Seal

Section 6.1. The Association shall have no corporate seal; provided, however, that if the use of a seal is required by, or is otherwise convenient or advisable pursuant to, the laws or regulations of any jurisdiction, the following seal may be used, and the Chairman, the President, the Secretary and any Assistant Secretary shall have the authority to affix such seal:

ARTICLE VII  
Miscellaneous Provisions

Section 7.1. Execution of Instruments. All agreements, checks, drafts, orders, indentures, notes, mortgages, deeds, conveyances, transfers, endorsements, assignments, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies and other instruments or documents may be signed, countersigned, executed, acknowledged, endorsed, verified, delivered or accepted on behalf of the Association, whether in a fiduciary capacity or otherwise, by any officer of the Association, or such employee or agent as may be designated from time to time by the Board by resolution, or by the Chairman or the President by written instrument, which resolution or instrument shall be certified as in effect by the Secretary or an Assistant Secretary of the Association. The provisions of this section are supplementary to any other provision of the Articles of Association or Bylaws.

Section 7.2. Records. The Articles of Association, the Bylaws as revised or amended from time to time and the proceedings of all meetings of the shareholders, the Board, and standing committees of the Board, shall be recorded in appropriate minute books provided for the purpose. The minutes of each meeting shall be signed by the Secretary, or other officer appointed to act as Secretary of the meeting.

Section 7.3. Trust Files. There shall be maintained in the Association files all fiduciary records necessary to assure that its fiduciary responsibilities have been properly undertaken and discharged.

Section 7.4. Trust Investments. Funds held in a fiduciary capacity shall be invested according to the instrument establishing the fiduciary relationship and according to law. Where such instrument does not specify the character and class of investments to be made and does not vest in the Association a discretion in the matter, funds held pursuant to such instrument shall be invested in investments in which corporate fiduciaries may invest under law.

Section 7.5. Notice. Whenever notice is required by the Articles of Association, the Bylaws or law, such notice shall be by mail, postage prepaid, e-mail, in person, or by any other means by which such notice can reasonably be expected to be received, using the address of the person to receive such notice, or such other personal data, as may appear on the records of the Association.

Except where specified otherwise in these Bylaws, prior notice shall be proper if given not more than 30 days nor less than 10 days prior to the event for which notice is given.

ARTICLE VIII  
Indemnification

Section 8.1. The Association shall indemnify such persons for such liabilities in such manner under such circumstances and to such extent as permitted by Section 145 of the Delaware General Corporation Law, as now enacted or hereafter amended. The Board may authorize the purchase and maintenance of insurance and/or the execution of individual agreements for the purpose of such indemnification, and the Association shall advance all reasonable costs and expenses (including attorneys' fees) incurred in defending any action, suit or proceeding to all persons entitled to indemnification under this Section 8.1. Such insurance shall be consistent with the requirements of 12 C.F.R. § 7.2014 and shall exclude coverage of liability for a formal order assessing civil money penalties against an institution-affiliated party, as defined at 12 U.S.C. § 1813(u).

Section 8.2. Notwithstanding Section 8.1, however, (a) any indemnification payments to an institution-affiliated party, as defined at 12 U.S.C. § 1813(u), for an administrative proceeding or civil action initiated by a federal banking agency, shall be reasonable and consistent with the requirements of 12 U.S.C. § 1828(k) and the implementing regulations thereunder; and (b) any indemnification payments and advancement of costs and expenses to an institution-affiliated party, as defined at 12 U.S.C. § 1813(u), in cases involving an administrative proceeding or civil action not initiated by a federal banking agency, shall be in accordance with Delaware General Corporation Law and consistent with safe and sound banking practices.

ARTICLE IX  
Bylaws: Interpretation and Amendment

Section 9.1. These Bylaws shall be interpreted in accordance with and subject to appropriate provisions of law, and may be added to, altered, amended, or repealed, at any regular or special meeting of the Board.

Section 9.2. A copy of the Bylaws and all amendments shall at all times be kept in a convenient place at the principal office of the Association, and shall be open for inspection to all shareholders during Association hours.

ARTICLE X  
Miscellaneous Provisions

Section 10.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year and shall end on the thirty-first day of December following.

Section 10.2. Governing Law. This Association designates the Delaware General Corporation Law, as amended from time to time, as the governing law for its corporate governance procedures, to the extent not inconsistent with Federal banking statutes and regulations or bank safety and soundness.

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(November 6, 2025)

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**Exhibit 6**

**CONSENT**

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: February 12, 2026

By: /s/ Kathy L. Mitchell  
Kathy L. Mitchell  
Vice President

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Exhibit 7

U.S. Bank Trust Company, National Association  
Statement of Financial Condition  
as of 12/31/2025

(\$000's)

	<u>12/31/2025</u>
<b>Assets</b>	
Cash and Balances Due From Depository Institutions	\$ 2,035,855
Securities	4,696
Federal Funds	0
Loans & Lease Financing Receivables	0
Fixed Assets	623
Intangible Assets	574,084
Other Assets	173,370
<b>Total Assets</b>	<b>\$ 2,788,628</b>
<b>Liabilities</b>	
Deposits	\$ 0
Fed Funds	0
Treasury Demand Notes	0
Trading Liabilities	0
Other Borrowed Money	0
Acceptances	0
Subordinated Notes and Debentures	0
Other Liabilities	237,596
<b>Total Liabilities</b>	<b>\$ 237,596</b>
<b>Equity</b>	
Common and Preferred Stock	200
Surplus	1,171,635
Undivided Profits	1,379,197
Minority Interest in Subsidiaries	0
<b>Total Equity Capital</b>	<b>\$ 2,551,032</b>
<b>Total Liabilities and Equity Capital</b>	<b>\$ 2,788,628</b>

**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM T-1**

**STATEMENT OF ELIGIBILITY UNDER  
THE TRUST INDENTURE ACT OF 1939 OF A  
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

Check if an Application to Determine Eligibility of  
a Trustee Pursuant to Section 305(b)(2)

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**  
(Exact name of Trustee as specified in its charter)

**91-1821036**  
I.R.S. Employer Identification No.

800 Nicollet Mall Minneapolis, Minnesota (Address of principal executive offices)	55402 (Zip Code)
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Kathy L. Mitchell  
U.S. Bank Trust Company, National Association  
185 Asylum Street, 27<sup>th</sup> Floor  
Hartford, CT 06103  
(860) 241-6832  
(Name, address and telephone number of agent for service)

**Amphenol Technologies Holding GmbH**  
(Issuer with respect to the Securities)

Germany (State or other jurisdiction of incorporation or organization)	Not Applicable (I.R.S. Employer Identification No.)
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August-Häußer-Strasse 10 74080 Heilbronn (Address of Principal Executive Offices)	Not Applicable (Zip Code)
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**Senior Debt Securities**  
(Title of the Indenture Securities)

**FORM T-1**

**Item 1. GENERAL INFORMATION.** Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of the Currency  
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*

Yes

**Item 2. AFFILIATIONS WITH THE OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

**Items 3-15** Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.

**Item 16.** **LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee, attached as Exhibit 1.
  2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
  3. A copy of the authorization of the Trustee to exercise corporate trust powers, included as Exhibit 2.
  4. A copy of the existing bylaws of the Trustee, attached as Exhibit 4.
  5. A copy of each Indenture referred to in Item 4. Not applicable.
  6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
  7. Report of Condition of the Trustee as of December 31, 2025, published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.
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**SIGNATURE**

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Hartford, State of Connecticut on the 12th of February, 2026.

By: /s/ Kathy L. Mitchell  
Kathy L. Mitchell  
Vice President

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Exhibit I

**ARTICLES OF ASSOCIATION  
OF  
U. S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**

For the purpose of organizing an association (the "Association") to perform any lawful activities of national banks, the undersigned enter into the following Articles of Association:

**FIRST.** The title of this Association shall be U. S. Bank Trust Company, National Association.

**SECOND.** The main office of the Association shall be in the city of Portland, county of Multnomah, state of Oregon. The business of the Association will be limited to fiduciary powers and the support of activities incidental to the exercise of those powers. The Association may not expand or alter its business beyond that stated in this article without the prior approval of the Comptroller of the Currency.

**THIRD.** The board of directors of the Association shall consist of not less than five nor more than twenty-five persons, the exact number to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any annual or special meeting thereof. Each director shall own common or preferred stock of the Association or of a holding company owning the Association, with an aggregate par, fair market, or equity value of not less than \$1,000, as of either (i) the date of purchase, (ii) the date the person became a director, or (iii) the date of that person's most recent election to the board of directors, whichever is more recent. Any combination of common or preferred stock of the Association or holding company may be used.

Any vacancy in the board of directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The board of directors may increase the number of directors up to the maximum permitted by law. Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office. Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of directors and his or her position is eliminated.

Honorary or advisory members of the board of directors, without voting power or power of final decision in matters concerning the business of the Association, may be appointed by resolution of a majority of the full board of directors, or by resolution of shareholders at any annual or special meeting. Honorary or advisory directors shall not be counted to determine the number of directors of the Association or the presence of a quorum in connection with any board action, and shall not be required to own qualifying shares.

**FOURTH.** There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the board of directors may designate, on the day of each year specified therefor in the Bylaws, or if that day falls on a legal holiday in the state in which the Association is located, on the next following banking day. If no election is held on the day fixed or in the event of a legal holiday on the following banking day, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the board of directors, or, if the directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases, at least 10 days' advance notice of the meeting shall be given to the shareholders by first-class mail.

In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares he or she owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by him or her.

A director may resign at any time by delivering written notice to the board of directors, its chairperson, or to the Association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed by the shareholders at a meeting called to remove him or her, when notice of the meeting stating that the purpose or one of the purposes is to remove him or her is provided, if there is a failure to fulfill one of the affirmative requirements for qualification, or for cause; provided, however, that a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

**FIFTH.** The authorized amount of capital stock of the Association shall be 1,000,000 shares of common stock of the par value of ten dollars (\$10) each; but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States. The Association shall have only one class of capital stock.

No holder of shares of the capital stock of any class of the Association shall have any preemptive or preferential right of subscription to any shares of any class of stock of the Association, whether now or hereafter authorized, or to any obligations convertible into stock of the Association, issued, or sold, nor any right of subscription to any thereof other than such, if any, as the board of directors, in its discretion, may from time to time determine and at such price as the board of directors may from time to time fix.

Transfers of the Association's stock are subject to the prior written approval of a federal depository institution regulatory agency. If no other agency approval is required, the approval of the Comptroller of the Currency must be obtained prior to any such transfers.

Unless otherwise specified in the Articles of Association or required by law, (1) all matters requiring shareholder action, including amendments to the Articles of Association must be approved by shareholders owning a majority voting interest in the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

Unless otherwise specified in the Articles of Association or required by law, all shares of voting stock shall be voted together as a class, on any matters requiring shareholder approval.

Unless otherwise provided in the Bylaws, the record date for determining shareholders entitled to notice of and to vote at any meeting is the close of business on the day before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70 days before the meeting.

The Association, at any time and from time to time, may authorize and issue debt obligations, whether subordinated, without the approval of the shareholders. Obligations classified as debt, whether subordinated, which may be issued by the Association without the approval of shareholders, do not carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or part of securities into securities of another class or series.

**SIXTH.** The board of directors shall appoint one of its members president of this Association and one of its members chairperson of the board and shall have the power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the Association, and such other officers and employees as may be required to transact the business of this Association. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the board of directors in accordance with the Bylaws.

The board of directors shall have the power to:

- (1) Define the duties of the officers, employees, and agents of the Association.
- (2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the Association.
- (3) Fix the compensation and enter employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.
- (4) Dismiss officers and employees.
- (5) Require bonds from officers and employees and to fix the penalty thereof.
- (6) Ratify written policies authorized by the Association's management or committees of the board.
- (7) Regulate the manner any increase or decrease of the capital of the Association shall be made; provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the Association in accordance with law, and nothing shall raise or lower from two-thirds the percentage required for shareholder approval to increase or reduce the capital.

- (8) Manage and administer the business and affairs of the Association.
- (9) Adopt initial Bylaws, not inconsistent with law or the Articles of Association, for managing the business and regulating the affairs of the Association.
- (10) Amend or repeal Bylaws, except to the extent that the Articles of Association reserve this power in whole or in part to the shareholders.
- (11) Make contracts.
- (12) Generally perform all acts that are legal for a board of directors to perform.

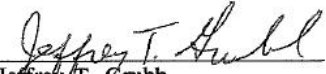
**SEVENTH.** The board of directors shall have the power to change the location of the main office to any authorized branch within the limits of the city of Portland, Oregon, without the approval of the shareholders, or with a vote of shareholders owning two-thirds of the stock of the Association for a location outside such limits and upon receipt of a certificate of approval from the Comptroller of the Currency, to any other location within or outside the limits of the city of Portland, Oregon, but not more than thirty miles beyond such limits. The board of directors shall have the power to establish or change the location of any office or offices of the Association to any other location permitted under applicable law, without approval of shareholders, subject to approval by the Comptroller of the Currency.

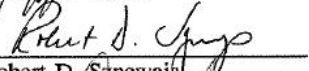
**EIGHTH.** The corporate existence of this Association shall continue until termination according to the laws of the United States.

**NINTH.** The board of directors of the Association, or any shareholder owning, in the aggregate, not less than 25 percent of the stock of the Association, may call a special meeting of shareholders at any time. Unless otherwise provided by the Bylaws or the laws of the United States, or waived by shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least 10, and no more than 60, days prior to the date of the meeting to each shareholder of record at his/her address as shown upon the books of the Association. Unless otherwise provided by the Bylaws, any action requiring approval of shareholders must be effected at a duly called annual or special meeting.


**TENTH.** These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of the Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount; provided, that the scope of the Association's activities and services may not be expanded without the prior written approval of the Comptroller of the Currency. The Association's board of directors may propose one or more amendments to the Articles of Association for submission to the shareholders.


In witness whereof, we have hereunto set our hands this 11<sup>th</sup> of June, 1997.

  
\_\_\_\_\_  
Jeffrey T. Grubb

  
\_\_\_\_\_  
Robert D. Szniewajski

  
\_\_\_\_\_  
Dwight V. Board

  
\_\_\_\_\_  
P. K. Chatterjee

  
\_\_\_\_\_  
Robert Lane

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**CERTIFICATE OF CORPORATE EXISTENCE AND FIDUCIARY POWERS**

I, Jonathan Gould, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank Trust Company, National Association," Portland, Oregon (Charter No. 23412), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking and exercise fiduciary powers on the date of this certificate.

IN TESTIMONY WHEREOF, today, December 1, 2025, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

A handwritten signature in black ink, appearing to read 'Jonathan Gould'.

Comptroller of the Currency



**Exhibit 4**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**

**AMENDED AND RESTATED BYLAWS**

**ARTICLE I**

**Meetings of Shareholders**

Section 1.1. **Annual Meeting.** The annual meeting of the shareholders, for the election of directors and the transaction of any other proper business, shall be held at a time and place as the Chairman or President may designate. Notice of such meeting shall be given not less than ten (10) days or more than sixty (60) days prior to the date thereof, to each shareholder of the Association, unless the Office of the Comptroller of the Currency (the "OCC") determines that an emergency circumstance exists. In accordance with applicable law, the sole shareholder of the Association is permitted to waive notice of the meeting. If, for any reason, an election of directors is not made on the designated day, the election shall be held on some subsequent day, as soon thereafter as practicable, with prior notice thereof. Failure to hold an annual meeting as required by these Bylaws shall not affect the validity of any corporate action or work a forfeiture or dissolution of the Association.

Section 1.2. **Special Meetings.** Except as otherwise specially provided by law, special meetings of the shareholders may be called for any purpose, at any time by a majority of the board of directors (the "Board"), or by any shareholder or group of shareholders owning at least ten percent of the outstanding stock.

Every such special meeting, unless otherwise provided by law, shall be called upon not less than ten (10) days nor more than sixty (60) days prior notice stating the purpose of the meeting.

Section 1.3. **Nominations for Directors.** Nominations for election to the Board may be made by the Board or by any shareholder.

Section 1.4. **Proxies.** Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing. Proxies shall be valid only for one meeting and any adjournments of such meeting and shall be filed with the records of the meeting.

Section 1.5. **Record Date.** The record date for determining shareholders entitled to notice and to vote at any meeting will be thirty days before the date of such meeting, unless otherwise determined by the Board.

Section 1.6. **Quorum and Voting.** A majority of the outstanding capital stock, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, unless otherwise provided by law, but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held as adjourned without further notice. A majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting, unless otherwise provided by law or by the Articles of Association.

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Section 1.7. Inspectors. The Board may, and in the event of its failure so to do, the Chairman of the Board may appoint Inspectors of Election who shall determine the presence of quorum, the validity of proxies, and the results of all elections and all other matters voted upon by shareholders at all annual and special meetings of shareholders.

Section 1.8. Waiver and Consent. The shareholders may act without notice or a meeting by a unanimous written consent by all shareholders.

Section 1.9. Remote Meetings. The Board shall have the right to determine that a shareholder meeting not be held at a place, but instead be held solely by means of remote communication in the manner and to the extent permitted by the General Corporation Law of the State of Delaware.

## ARTICLE II Directors

Section 2.1. Board of Directors. The Board shall have the power to manage and administer the business and affairs of the Association. Except as expressly limited by law, all corporate powers of the Association shall be vested in and may be exercised by the Board.

Section 2.2. Term of Office. The directors of this Association shall hold office for one year and until their successors are duly elected and qualified, or until their earlier resignation or removal.

Section 2.3. Powers. In addition to the foregoing, the Board shall have and may exercise all of the powers granted to or conferred upon it by the Articles of Association, the Bylaws and by law.

Section 2.4. Number. As provided in the Articles of Association, the Board of this Association shall consist of no less than five nor more than twenty-five members, unless the OCC has exempted the Association from the twenty-five-member limit. The Board shall consist of a number of members to be fixed and determined from time to time by resolution of the Board or the shareholders at any meeting thereof, in accordance with the Articles of Association. Between meetings of the shareholders held for the purpose of electing directors, the Board by a majority vote of the full Board may increase the size of the Board but not to more than a total of twenty-five directors, and fill any vacancy so created in the Board; provided that the Board may increase the number of directors only by up to two directors, when the number of directors last elected by shareholders was fifteen or fewer, and by up to four directors, when the number of directors last elected by shareholders was sixteen or more. Each director shall own a qualifying equity interest in the Association or a company that has control of the Association in each case as required by applicable law. Each director shall own such qualifying equity interest in his or her own right and meet any minimum threshold ownership required by applicable law.

Section 2.5. Organization Meeting. The newly elected Board shall meet for the purpose of organizing the new Board and electing and appointing such officers of the Association as may be appropriate. Such meeting shall be held on the day of the election or as soon thereafter as practicable, and, in any event, within thirty days thereafter, at such time and place as the Chairman or President may designate. If, at the time fixed for such meeting, there shall not be a quorum present, the directors present may adjourn the meeting until a quorum is obtained.

Section 2.6. Regular Meetings. The regular meetings of the Board shall be held, without notice, as the Chairman or President may designate and deem suitable.

Section 2.7. Special Meetings. Special meetings of the Board may be called at any time, at any place and for any purpose by the Chairman of the Board or the President of the Association, or upon the request of a majority of the entire Board. Notice of every special meeting of the Board shall be given to the directors at their usual places of business, or at such other addresses as shall have been furnished by them for the purpose. Such notice shall be given at least twelve hours (three hours if meeting is to be conducted by conference telephone) before the meeting by telephone or by being personally delivered, mailed, or electronically delivered. Such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting.

Section 2.8. Quorum and Necessary Vote. A majority of the directors shall constitute a quorum at any meeting of the Board, except when otherwise provided by law; but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held as adjourned without further notice. Unless otherwise provided by law or the Articles or Bylaws of this Association, once a quorum is established, any act by a majority of those directors present and voting shall be the act of the Board.

Section 2.9. Written Consent. Except as otherwise required by applicable laws and regulations, the Board may act without a meeting by a unanimous written consent by all directors, to be filed with the Secretary of the Association as part of the corporate records.

Section 2.10. Remote Meetings. Members of the Board, or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone, video or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 2.11. Vacancies. When any vacancy occurs among the directors, the remaining members of the Board may appoint a director to fill such vacancy at any regular meeting of the Board, or at a special meeting called for that purpose.

ARTICLE III  
Committees

Section 3.1. Advisory Board of Directors. The Board may appoint persons, who need not be directors, to serve as advisory directors on an advisory board of directors established with respect to the business affairs of either this Association alone or the business affairs of a group of affiliated organizations of which this Association is one. Advisory directors shall have such powers and duties as may be determined by the Board, provided, that the Board's responsibility for the business and affairs of this Association shall in no respect be delegated or diminished.

Section 3.2. Trust Audit Committee. At least once during each calendar year, the Association shall arrange for a suitable audit (by internal or external auditors) of all significant fiduciary activities under the direction of its trust audit committee, a function that will be fulfilled by the Audit Committee of the financial holding company that is the ultimate parent of this Association. The Association shall note the results of the audit (including significant actions taken as a result of the audit) in the minutes of the Board. In lieu of annual audits, the Association may adopt a continuous audit system in accordance with 12 C.F.R. § 9.9(b).

The Audit Committee of the financial holding company that is the ultimate parent of this Association, fulfilling the function of the trust audit committee:

- (1) Must not include any officers of the Association or an affiliate who participate significantly in the administration of the Association's fiduciary activities; and
- (2) Must consist of a majority of members who are not also members of any committee to which the Board has delegated power to manage and control the fiduciary activities of the Association.

Section 3.3. Executive Committee. The Board may appoint an Executive Committee which shall consist of at least three directors and which shall have, and may exercise, to the extent permitted by applicable law, all the powers of the Board between meetings of the Board or otherwise when the Board is not meeting.

Section 3.4. Trust Management Committee. The Board of this Association shall appoint a Trust Management Committee to provide oversight of the fiduciary activities of the Association. The Trust Management Committee shall determine policies governing fiduciary activities. The Trust Management Committee or such sub-committees, officers or others as may be duly designated by the Trust Management Committee shall oversee the processes related to fiduciary activities to assure conformity with fiduciary policies it establishes, including ratifying the acceptance and the closing out or relinquishment of all trusts. The Trust Management Committee will provide regular reports of its activities to the Board.

Section 3.5. Other Committees. The Board may appoint, from time to time, committees of one or more persons who need not be directors, for such purposes and with such powers as the Board may determine; however, the Board will not delegate to any committee any powers or responsibilities that it is prohibited from delegating under any law or regulation. In addition, either the Chairman or the President may appoint, from time to time, committees of one or more officers, employees, agents or other persons, for such purposes and with such powers as either the Chairman or the President deems appropriate and proper. Whether appointed by the Board, the Chairman, or the President, any such committee shall at all times be subject to the direction and control of the Board.

Section 3.6. Meetings, Minutes and Rules. An advisory board of directors and/or committee shall meet as necessary in consideration of the purpose of the advisory board of directors or committee, and shall maintain minutes in sufficient detail to indicate actions taken or recommendations made; unless required by the members, discussions, votes or other specific details need not be reported. An advisory board of directors or a committee may, in consideration of its purpose, adopt its own rules for the exercise of any of its functions or authority.

ARTICLE IV  
Officers

Section 4.1 Who Shall Constitute. The Officers of the Association shall be a Chief Executive Officer, a President, a Secretary, and other officers such as Vice Chair, Executive Vice Presidents, Senior Vice Presidents, Vice Presidents, Assistant Vice Presidents, Assistant Secretaries, Trust Officers, Assistant Trust Officers, Controller, and Assistant Controller, as the Board may appoint from time to time. The Board may appoint or elect a person as a Vice Chair without regard to whether such person is a member of the Board. The Board may choose to delegate authority to elect officers other than the Chief Executive Officer, President, Secretary, Vice Chairs and Senior Executive Vice Presidents, to the President. Any person may hold two offices. The President shall at all times be a member of the Board of Directors.

Section 4.2 Term of Office. All officers shall be elected for and shall hold office until their respective successors are elected and qualified or until their earlier death, resignation, retirement, disqualification or removal from office, subject to the right of the Board of Directors in its sole discretion to discharge any officer at any time. The Board may choose to delegate authority to remove officers other than the Chairman, Chief Executive Officer, President, Secretary, Vice Chair and Senior Executive Vice Presidents, to the President.

Section 4.3. Chairman of the Board. The Board may appoint one of its members to be Chairman of the Board to serve at the pleasure of the Board. The Chairman shall supervise the carrying out of the policies adopted or approved by the Board; shall have general executive powers, as well as the specific powers conferred by these Bylaws; and shall also have and may exercise such powers and duties as from time to time may be conferred upon or assigned by the Board.

Section 4.4. President. The Board may appoint one of its members to be President of the Association. In the absence of the Chairman, the President shall preside at any meeting of the Board. The President shall have general executive powers, and shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice, to the office of President, or imposed by these Bylaws. The President shall also have and may exercise such powers and duties as from time to time may be conferred or assigned by the Board.

Section 4.5. Vice President. The Board may appoint one or more Vice Presidents who shall have such powers and duties as may be assigned by the Board and to perform the duties of the President on those occasions when the President is absent, including presiding at any meeting of the Board in the absence of both the Chairman and President.

Section 4.6. Secretary. The Board shall appoint a Secretary, or other designated officer who shall be Secretary of the Board and of the Association, and shall keep accurate minutes of all meetings. The Secretary shall attend to the giving of all notices required by these Bylaws to be given; shall be custodian of the corporate seal, records, documents and papers of the Association; shall provide for the keeping of proper records of all transactions of the Association; shall, upon request, authenticate any records of the Association; shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice, to the Secretary, or imposed by these Bylaws; and shall also perform such other duties as may be assigned from time to time by the Board. The Board may appoint one or more Assistant Secretaries with such powers and duties as the Board, the President or the Secretary shall from time to time determine.

Section 4.7. Other Officers. The Board may appoint, and may authorize the Chairman, the President or any other officer to appoint, any officer as from time to time may appear to the Board, the Chairman, the President or such other officer to be required or desirable to transact the business of the Association.

Such officers shall exercise such powers and perform such duties as pertain to their several offices, or as may be conferred upon or assigned to them by these Bylaws, the Board, the Chairman, the President or such other authorized officer. Any person may hold two offices.

#### ARTICLE V

##### Stock

Section 5.1. The Board may authorize the issuance of stock either in certificated or in uncertificated form. Certificates for shares of stock shall be in such form as the Board may from time to time prescribe. If the Board issues certificated stock, the certificate shall be signed by the President, Secretary or any other such officer as the Board so determines. Shares of stock shall be transferable on the books of the Association, and a transfer book shall be kept in which all transfers of stock shall be recorded. Every person becoming a shareholder by such transfer shall, in proportion to such person's shares, succeed to all rights of the prior holder of such shares. Each certificate of stock shall recite on its face that the stock represented thereby is transferable only upon the books of the Association properly endorsed. The Board may impose conditions upon the transfer of the stock reasonably calculated to simplify the work of the Association for stock transfers, voting at shareholder meetings, and related matters, and to protect it against fraudulent transfers.

ARTICLE VI  
Corporate Seal

Section 6.1. The Association shall have no corporate seal; provided, however, that if the use of a seal is required by, or is otherwise convenient or advisable pursuant to, the laws or regulations of any jurisdiction, the following seal may be used, and the Chairman, the President, the Secretary and any Assistant Secretary shall have the authority to affix such seal:

ARTICLE VII  
Miscellaneous Provisions

Section 7.1. Execution of Instruments. All agreements, checks, drafts, orders, indentures, notes, mortgages, deeds, conveyances, transfers, endorsements, assignments, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies and other instruments or documents may be signed, countersigned, executed, acknowledged, endorsed, verified, delivered or accepted on behalf of the Association, whether in a fiduciary capacity or otherwise, by any officer of the Association, or such employee or agent as may be designated from time to time by the Board by resolution, or by the Chairman or the President by written instrument, which resolution or instrument shall be certified as in effect by the Secretary or an Assistant Secretary of the Association. The provisions of this section are supplementary to any other provision of the Articles of Association or Bylaws.

Section 7.2. Records. The Articles of Association, the Bylaws as revised or amended from time to time and the proceedings of all meetings of the shareholders, the Board, and standing committees of the Board, shall be recorded in appropriate minute books provided for the purpose. The minutes of each meeting shall be signed by the Secretary, or other officer appointed to act as Secretary of the meeting.

Section 7.3. Trust Files. There shall be maintained in the Association files all fiduciary records necessary to assure that its fiduciary responsibilities have been properly undertaken and discharged.

Section 7.4. Trust Investments. Funds held in a fiduciary capacity shall be invested according to the instrument establishing the fiduciary relationship and according to law. Where such instrument does not specify the character and class of investments to be made and does not vest in the Association a discretion in the matter, funds held pursuant to such instrument shall be invested in investments in which corporate fiduciaries may invest under law.

Section 7.5. Notice. Whenever notice is required by the Articles of Association, the Bylaws or law, such notice shall be by mail, postage prepaid, e-mail, in person, or by any other means by which such notice can reasonably be expected to be received, using the address of the person to receive such notice, or such other personal data, as may appear on the records of the Association.

Except where specified otherwise in these Bylaws, prior notice shall be proper if given not more than 30 days nor less than 10 days prior to the event for which notice is given.

ARTICLE VIII  
Indemnification

Section 8.1. The Association shall indemnify such persons for such liabilities in such manner under such circumstances and to such extent as permitted by Section 145 of the Delaware General Corporation Law, as now enacted or hereafter amended. The Board may authorize the purchase and maintenance of insurance and/or the execution of individual agreements for the purpose of such indemnification, and the Association shall advance all reasonable costs and expenses (including attorneys' fees) incurred in defending any action, suit or proceeding to all persons entitled to indemnification under this Section 8.1. Such insurance shall be consistent with the requirements of 12 C.F.R. § 7.2014 and shall exclude coverage of liability for a formal order assessing civil money penalties against an institution-affiliated party, as defined at 12 U.S.C. § 1813(u).

Section 8.2. Notwithstanding Section 8.1, however, (a) any indemnification payments to an institution-affiliated party, as defined at 12 U.S.C. § 1813(u), for an administrative proceeding or civil action initiated by a federal banking agency, shall be reasonable and consistent with the requirements of 12 U.S.C. § 1828(k) and the implementing regulations thereunder; and (b) any indemnification payments and advancement of costs and expenses to an institution-affiliated party, as defined at 12 U.S.C. § 1813(u), in cases involving an administrative proceeding or civil action not initiated by a federal banking agency, shall be in accordance with Delaware General Corporation Law and consistent with safe and sound banking practices.

ARTICLE IX  
Bylaws: Interpretation and Amendment

Section 9.1. These Bylaws shall be interpreted in accordance with and subject to appropriate provisions of law, and may be added to, altered, amended, or repealed, at any regular or special meeting of the Board.

Section 9.2. A copy of the Bylaws and all amendments shall at all times be kept in a convenient place at the principal office of the Association, and shall be open for inspection to all shareholders during Association hours.

ARTICLE X  
Miscellaneous Provisions

Section 10.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year and shall end on the thirty-first day of December following.

Section 10.2. Governing Law. This Association designates the Delaware General Corporation Law, as amended from time to time, as the governing law for its corporate governance procedures, to the extent not inconsistent with Federal banking statutes and regulations or bank safety and soundness.

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(November 6, 2025)

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**Exhibit 6**

**CONSENT**

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: February 12, 2026

By: /s/ Kathy L. Mitchell  
Kathy L. Mitchell  
Vice President

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Exhibit 7

U.S. Bank Trust Company, National Association  
Statement of Financial Condition  
as of 12/31/2025

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	<u>12/31/2025</u>
<b>Assets</b>	
Cash and Balances Due From Depository Institutions	\$ 2,035,855
Securities	4,696
Federal Funds	0
Loans & Lease Financing Receivables	0
Fixed Assets	623
Intangible Assets	574,084
Other Assets	173,370
<b>Total Assets</b>	<b>\$ 2,788,628</b>
<b>Liabilities</b>	
Deposits	\$ 0
Fed Funds	0
Treasury Demand Notes	0
Trading Liabilities	0
Other Borrowed Money	0
Acceptances	0
Subordinated Notes and Debentures	0
Other Liabilities	237,596
<b>Total Liabilities</b>	<b>\$ 237,596</b>
<b>Equity</b>	
Common and Preferred Stock	200
Surplus	1,171,635
Undivided Profits	1,379,197
Minority Interest in Subsidiaries	0
<b>Total Equity Capital</b>	<b>\$ 2,551,032</b>
<b>Total Liabilities and Equity Capital</b>	<b>\$ 2,788,628</b>

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