UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): **March 30, 2026**

AMPHENOL CORPORATION
(Exact name of registrant as specified in charter)

Delaware	**1-10879**	**22-2785165**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

358 Hall Avenue, Wallingford, Connecticut	**06492**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (203) 265-8900

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Class A Common Stock, $0.001 par value per share	APH	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

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 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On March 30, 2026, Amphenol Technologies Holding GmbH ("Amphenol Technologies"), a German limited liability company (*Gesellschaft mit beschränkter Haftung*) and wholly-owned indirect subsidiary of Amphenol Corporation, issued and sold €500,000,000 aggregate principal amount of Amphenol Technologies' 3.625% Senior Notes due 2031 (the "Notes"), pursuant to Amphenol Corporation's and Amphenol Technologies' Registration Statement on Form S-3 (No. 333-293923) (the "Registration Statement"), including the related prospectus dated March 2, 2026, as supplemented by the prospectus supplement dated March 24, 2026. The Notes are guaranteed on a senior unsecured basis by Amphenol Corporation. The Notes were sold in an underwritten public offering pursuant to an underwriting agreement, dated March 24, 2026, among Amphenol Technologies, as issuer, Amphenol Corporation, as guarantor, and Barclays Bank PLC, Citigroup Global Markets Europe AG, Commerzbank Aktiengesellschaft, HSBC Bank plc, BofA Securities Europe SA, Goldman Sachs & Co. LLC, TD Global Finance unlimited company, U.S. Bancorp Investments, Inc., Loop Capital Markets LLC and Siebert Williams Shank & Co., LLC.

Amphenol Technologies received net proceeds from the offering of the Notes, after deducting the underwriting discounts and estimated offering expenses payable by Amphenol Technologies, of approximately €496.1 million. Amphenol Technologies intends to use the net proceeds from the offering of the Notes to repay Amphenol Technologies' outstanding 0.750% Euro Senior Notes due 2026, which are guaranteed by Amphenol Corporation, at maturity and for general corporate purposes.

The Notes were issued pursuant to an indenture dated as of March 30, 2026 (the "Amphenol Technologies Indenture") among Amphenol Technologies, as issuer, Amphenol Corporation, as guarantor and U.S. Bank Trust Company, National Association, as trustee, and certain of the terms of the Notes were established pursuant to a certificate issued by an officer of Amphenol Technologies and an officer of Amphenol Corporation, dated March 30, 2026 (the "Officers' Certificate"), in accordance with the Amphenol Technologies Indenture. The Amphenol Technologies Indenture and Officers' Certificate contain certain covenants and events of default and other customary provisions.

The Notes bear interest at a rate of 3.625% per year. Interest on the Notes is payable annually on March 30 of each year, beginning on March 30, 2027. Amphenol Technologies will make each interest payment to the persons in whose name the Notes are registered at the close of business on the day that is one business day immediately preceding the applicable interest payment date. The Notes will mature on March 30, 2031. Prior to December 30, 2030 (three months prior to the maturity date of the Notes), Amphenol Technologies may redeem, at its option, some or all of the Notes at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the date of redemption, plus a "make-whole" premium. On or after December 30, 2030 (three months prior to the maturity date of the Notes), Amphenol Technologies may redeem, at its option, the Notes in whole or in part, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the date of redemption. The Notes are senior unsecured and unsubordinated indebtedness and rank equally in right of payment with all of Amphenol Technologies' existing and future senior unsecured and unsubordinated indebtedness, senior in right of payment to Amphenol Technologies' future indebtedness that is expressly subordinated to the Notes, structurally subordinated to the indebtedness of Amphenol Technologies' subsidiaries and effectively subordinated to all of Amphenol Technologies' future secured indebtedness to the extent of the value of the assets securing such indebtedness.

Amphenol Corporation's guarantee of the Notes is a senior unsecured obligation of Amphenol Corporation and ranks equally in right of payment with all of Amphenol Corporation's existing and future unsecured and unsubordinated indebtedness, senior in right of payment to any future unsecured and subordinated indebtedness of Amphenol Corporation, structurally subordinated to the indebtedness of Amphenol Corporation's subsidiaries and effectively subordinated to Amphenol Corporation's future secured indebtedness to the extent of the value of the assets securing such indebtedness.

The Notes have been approved for admission to the Official List of the Irish Stock Exchange plc, trading as Euronext Dublin, and trading on the Global Exchange Market thereof.

The above descriptions of the Amphenol Technologies Indenture, the Officers' Certificate and the Notes are qualified in their entirety by reference to the Amphenol Technologies Indenture, the Officers' Certificate and the Notes, copies of which are attached as Exhibits 4.1, 4.2 and 4.3, respectively, to this Current Report on Form 8-K, and are incorporated by reference herein.

The exhibits to this Current Report on Form 8-K (except for Exhibit 104) are hereby incorporated by reference in the Registration Statement (No. 333-293923).

Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.

The foregoing terms and conditions of the Amphenol Technologies Indenture, the Officers' Certificate and the Notes described in Item 1.01 of this Current Report on Form 8-K are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
4.1	Indenture, dated as of March 30, 2026, among Amphenol Technologies Holding GmbH, as issuer Amphenol Corporation, as guarantor and U.S. Bank Trust Company, National Association, as trustee
4.2	Officers' Certificate, dated March 30, 2026, establishing the Notes pursuant to the Amphenol Technologies Indenture
4.3	Form of Global Note for the Notes
5.1	Opinion of Latham & Watkins LLP, New York, New York
5.2	Opinion of Latham & Watkins LLP, Frankfurt, Germany
23.1	Consent of Latham & Watkins LLP, New York, New York (included in Exhibit 5.1)
23.2	Consent of Latham & Watkins LLP, Frankfurt, Germany (included in Exhibit 5.2)
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

SIGNATURE

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

AMPHENOL CORPORATION

By: /s/ Craig A. Lampo
Craig A. Lampo
Executive Vice President and Chief Financial Officer

Date: March 30, 2026

Exhibit 4.1

Execution Version

INDENTURE,

dated as of March 30, 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

TIA Section		Indenture Section
Section 310	(a)(1)	7.10
	(a)(2)	7.10
	(a)(3)	Not Applicable
	(a)(4)	Not Applicable
	(a)(5)	7.10
	(b)	7.10
Section 311	(a)	7.11
	(b)	7.11
	(c)	Not Applicable
Section 312	(a)	2.6
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Section 313	(a)	7.6
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	(c)(3)	Not Applicable
	(d)	Not Applicable
	(e)	11.5
	(f)	Not Applicable
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	(c)	Not Applicable
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	(b)	2.5
Section 318	(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 March 30, 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, 27th 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.

"Depositary" 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 Depositary for such Series by the Company, which Depositary 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, "Depositary" as used with respect to the Securities of any Series shall mean the Depositary 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 Depositary for such Series or its nominee, and registered in the name of such Depositary 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 depositary 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 depositary 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 depositary 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 depositary 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 Depositary 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 Depositary. 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 Depositary'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

(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(r).

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 of or 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 Depositary shall be deemed an agent of the Trustee, and the Trustee shall not be responsible for any act or omission by any Depositary.

(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(e) or 6.1(f) shall have occurred and be continuing on the 91st 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, 27th 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 Depositary'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: /s/ Lance D'Amico
Name: Lance D'Amico
Title: Managing Director

AMPHENOL CORPORATION, as Guarantor

By: /s/ Lance D'Amico
Name: Lance D'Amico
Title: Executive Vice President, Vice President, Secretary and General Counsel

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

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

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

Exhibit 4.2

Execution Version

AMPHENOL TECHNOLOGIES HOLDING GMBH
AMPHENOL CORPORATION

OFFICERS' CERTIFICATE
Pursuant to Section 2.2 of the Indenture

Reference is made to the Indenture (the "Indenture"), dated as of March 30, 2026, among Amphenol Technologies Holding GmbH, a German limited liability company (*Gesellschaft mit beschränkter Haftung*), as issuer (the "Issuer"), Amphenol Corporation, a Delaware corporation, as guarantor (the "Guarantor") and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Indenture.

Pursuant to Section 2.2 of the Indenture, the Issuer and Guarantor hereby certify, through Lance D'Amico, as a Managing Director of the Issuer and Executive Vice President, Secretary and General Counsel of the Guarantor, as follows:

1. Pursuant to (i) an Action by Resolution of the Sole Shareholder (the "Sole Shareholder") of the Issuer taken as of February 24, 2026, including authority delegated by the Sole Shareholder to the pricing committee of the Guarantor's board of directors (the "Pricing Committee"), (ii) an Action by Unanimous Written Consent of the Guarantor's board of directors taken as of February 24, 2026 and (iii) an Action by Unanimous Written Consent of the Pricing Committee taken as of March 24, 2026 (the "Pricing Committee Consent"), the Issuer has created one series of senior debt securities of the Issuer, designated as the 3.625% Senior Notes due 2031 (the "Notes"), to be issued under the Indenture, and authorized the sale of up to $1.5 billion (or applicable Euro equivalent) (or such other amount approved by the Pricing Committee not to exceed $2.0 billion (or applicable Euro equivalent)) in aggregate principal amount of one or more series of Notes.

2. The terms of the Notes as authorized by and determined pursuant to the Pricing Committee Consent, are as follows:

   (a) The title of the Notes shall be 3.625% Senior Notes due 2031 (Common Code / ISIN: 331622575 / XS3316225757).

   (b) The price at which the Notes will be issued shall be 99.838% of the principal amount of the Notes.

   (c) The maximum aggregate principal amount of the Notes shall be €500,000,000.

   (d) The principal of the Notes shall be payable on March 30, 2031 (the "Maturity Date").

   (e) (i) The Notes shall bear interest at an annual rate of 3.625% from March 30, 2026, payable annually on March 30 of each year (the "Interest Payment Dates"), commencing March 30, 2027 until the principal of the Notes is paid or made available for payment. The interest so payable shall be paid to the Persons in whose name the Notes are registered at the close of business on the day that is one Business Day (as defined below) immediately preceding the applicable Interest Payment Date (the "Interest Record Date"). A "Business Day" shall mean any day other than a Saturday or Sunday on which commercial banks and foreign exchange markets are open for business in New York and London and which is a day on which the real time gross settlement system operated by the Eurosystem, or any successor system ("T2") is operating. The amount of interest payable on any Interest Payment Date shall be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Notes (or March 30, 2026 if no interest has been paid on the Notes), to but excluding the next scheduled Interest Payment Date. This payment convention is referred to as Actual/Actual (ICMA) as defined in the rulebook of the International Capital Market Association. In the event that any Interest Payment Date, any redemption date or the Maturity Date falls on a day that is not a Business Day, the required payment of principal, premium, if any, and interest will be made on the next succeeding Business Day (except as provided under Section 2(g)(IV), without any interest or other payment in respect of such delay) with the same force and effect as if made on such Interest Payment Date, such redemption date or Maturity Date, as the case may be.

(ii) Payments on the Notes will be made through the Paying Agent. Payments on the Notes will be made at the specified office or agency of the Paying Agent which, as of the date hereof, is U.S. Bank Europe DAC. The Issuer may also choose to pay interest by mailing checks or making wire transfers. The Issuer may also arrange for additional paying agent offices and may change these offices.

(f) (i) Notices to Holders of the Notes will be sent to such Holders by the Issuer or by a designee at the Issuer's direction. Any notice shall be deemed to have been given on the date of sending. So long as the Notes are represented by a Global Security deposited with the common depositary for Clearstream and Euroclear (the "Common Depositary"), notices to Holders may be given by delivery to Clearstream and Euroclear, and such notices shall be deemed to be given on the date of delivery to Clearstream and Euroclear. At the Issuer's direction and expense, the Trustee will transmit notices to each registered Holder's last known address as it appears in the security register that the Trustee maintains. The Trustee will only transmit these notices to the registered Holder of the Notes. Holders will not receive notices regarding the Notes directly from the Issuer unless the Issuer reissues the Notes to the Holder in fully certificated form.

(ii) So long as any Notes are listed on the Official List of Euronext Dublin and admitted for trading on the Global Exchange Market thereof and the rules of Euronext Dublin so require, any such notice to the Holders of the relevant Notes shall also be published to the extent and in the manner permitted by such rules, posted on the official website of Euronext Dublin (www.euronext.com/en/markets/dublin) and, in connection with any redemption, the Issuer will notify Euronext Dublin of any change in the principal amount of Notes outstanding.

(g) (I) Prior to the Par Call Date (as defined herein), the Issuer may redeem the Notes at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the Notes matured on the Par Call Date) on an annual (ACTUAL/ACTUAL (ICMA)) basis at a rate equal to the comparable government bond rate (as defined below), plus 15 basis points, less (b) interest accrued to, but not including, the date of redemption, and

(ii) 100% of the principal amount of the Notes to be redeemed,

plus, in either case, accrued and unpaid interest thereon to, but not including, the redemption date.

On or after the Par Call Date, the Issuer may redeem the Notes, at its option, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest thereon to, but not including, the redemption date.

If the date of redemption is on or after an Interest Record Date and on or before the related Interest Payment Date, the accrued and unpaid interest, if any, shall be paid to the Person in whose name the Note is registered at the close of business on such Interest Record Date, and no additional interest shall be payable to Holders whose Notes will be subject to redemption by the Issuer.

For purposes of this Section 2(g)(I), the following terms have the following meanings:

"Par Call Date" means December 30, 2030 (three months prior to the maturity date).

"comparable government bond" means, with respect to the Notes to be redeemed prior to the Par Call Date in relation to any comparable government bond rate calculation, at the discretion of an independent investment banker selected by the Issuer (an "independent investment banker"), a bond that is a direct obligation of the Federal Republic of Germany (a "German government bond") whose maturity is closest to the Par Call Date of the Notes to be redeemed, or if such independent investment banker in its discretion determines that such similar bond is not in issue, such other German government bond as such independent investment banker may, with the advice of three brokers of, and/or market makers in, German government bonds selected by the Issuer, determine to be appropriate for determining the comparable government bond rate.

"comparable government bond rate" means the yield (rounded to three decimal places, with 0.0005 being rounded upwards) of the comparable government bond on the third Business Day prior to the date fixed for redemption, calculated on the basis of the middle market price of such comparable government bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment banker selected by the Issuer and calculated in accordance with generally accepted market practice at the time.

The Issuer's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the redemption date to each Holder of Notes to be redeemed. In connection with any redemption, the Issuer will notify Euronext Dublin of any change in the principal amount of Notes outstanding. The Trustee shall not be responsible for performing or verifying any calculations or selections required in connection with a redemption.

Unless the Issuer defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the Notes or portions thereof called for redemption.

(II) If (a) a Payor (as defined herein) becomes or will become obligated to pay Additional Amounts with respect to any Notes (as described under Section 2(g)(IV) below) as a result of any change in, or amendment to, the laws, treaties, rulings or regulations of a Relevant Jurisdiction (as defined below), or any change in the official interpretation or application of the laws, treaties, rulings or regulations of a Relevant Jurisdiction, which change or amendment becomes effective after March 24, 2026 (or, if the applicable Relevant Jurisdiction became a Relevant Jurisdiction after March 24, 2026, such later date), and (b) such obligation cannot be avoided by taking reasonable measures available to the Issuer (provided that changing the jurisdiction of a Payor is not a reasonable measure for purposes of this section), the Issuer may, at its option, having given not less than 30 days' notice to the Holders of the Notes (which notice shall be irrevocable), with a copy to the Trustee, redeem all, but not a portion of, the Notes at any time at their principal amount together with interest accrued to, but excluding, the redemption date, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Payor would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this section, the Issuer will deliver to the Trustee (i) an Officer's Certificate stating that the requirements referred to in (a) and (b) above are satisfied, and (ii) an Opinion of Counsel to the effect that the Payor has or will become obligated to pay such Additional Amounts as a result of the change or amendment, in each case to be held by the Trustee and made available for viewing at the offices of the Trustee on written request by any Holder of the Notes. The Trustee will accept such Officer's Certificate and Opinion of Counsel as sufficient evidence of the existence and satisfaction of the conditions precedent as described above, in which event they will be conclusive and binding on the Holders of the Notes. Unless the Issuer defaults in the payment of the redemption price, interest will cease to accrue on the Notes called for redemption on the applicable redemption date. Notes called for redemption become due on the date fixed for redemption.

(III) For Notes which are represented by global certificates held on behalf of Euroclear and/or Clearstream, notices may be given by delivery of the relevant notices to Euroclear and/or Clearstream for communication to entitled account holders in substitution for the notification method set out above. In connection with any redemption, the Issuer will notify Euronext Dublin of any change in the principal amount of Notes outstanding.

(IV) All payments in respect of the notes or the Guarantee, as applicable, by us or the Guarantor or any successor thereto (each, a "Payor") shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (collectively, "Taxes"), unless such withholding or deduction is required by applicable law. Where the withholding or deduction of Taxes by the Payor is imposed, collected, withheld, assessed or levied by or on behalf of Germany or any other jurisdiction in which a Payor is organized or resident for tax purposes, any jurisdiction through which the Paying Agent under the Indenture makes the payments on the Notes or the Guarantee on behalf of a Payor or, in each case, any governmental authority or political subdivision thereof or therein having the power to tax (a "Relevant Jurisdiction"), the Payor will, subject to the exceptions and limitations set forth below, pay such Additional Amounts as are necessary so that the net payment by the Payor or the Paying Agent under the Indenture of the principal of, premium, if any, and interest on such Notes received by each Holder, after such withholding or deduction (including any withholding or deduction in respect of such payment of Additional Amounts), will not be less than the amount that would have been received in respect of such Notes and the Guarantee had no withholding or deduction been required by the Payor. A Payor's obligation to pay Additional Amounts shall not apply:

(1) to the extent of any Taxes that are imposed by reason of any present or former connection (including, without limitation, a permanent establishment in the Relevant Jurisdiction) between the Holder or beneficial owner of the Notes (or, if the Holder or beneficial owner is an estate, nominee, trust, partnership, corporation or other business entity, between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of power over, the Holder or beneficial owner) and the Relevant Jurisdiction with the power to levy or otherwise impose or assess such Taxes, other than a connection arising solely from the ownership of the Notes or a beneficial interest therein or the receipt of payments or the enforcement of rights thereunder;

(2) to any Holder that is not the sole beneficial owner of the Notes, or a portion thereof, or that is a fiduciary, limited liability company or partnership, but only to the extent that the beneficial owner, a beneficiary or settlor with respect to the fiduciary, or a member of the limited liability company or partnership would not have been entitled to the payment of Additional Amounts had such beneficial owner, beneficiary, settlor or member been the actual Holder of the note;

(3) to any Taxes that are imposed or withheld because the Holder or beneficial owner of the Notes failed to accurately comply with a request from the Payor to meet any reasonable certification, identification or information reporting requirements concerning the nationality, residence or identity of the Holder or beneficial owner of the Notes, if such compliance is required as a precondition to exemption from, or reduction in, such Taxes;

(4) to any Taxes that are imposed other than by withholding or deduction by a Payor from the payment under, or with respect to, the Notes or the Guarantee;

(5) to any estate, inheritance, gift, sales, excise, transfer, wealth, personal property or similar Taxes;

(6) to any German withholding tax (*Kapitalertragsteuer*), plus solidarity surcharge (*Solidaritätszuschlag*) and church tax (*Kirchensteuer*), if any, thereon, levied in Germany by a custodian bank or a disbursing agent acting on behalf of the Holder;

(7) to any Taxes that are imposed or withheld pursuant to the German Act Combating Tax Avoidance and Unfair Tax Competition (*Gesetz zur Abwehr von Steuervermeidung und unfairem Steuerwettbewerb*), as amended from time to time;

(8) to any Taxes to the extent such Taxes were imposed as a result of the presentation of a note for payment (where presentation is required) more than 30 days after the relevant amount is first made available for payment to the Holder (except to the extent that the Holder would have been entitled to Additional Amounts had the note been presented on the last day of such 30-day period); or

(9) in the case of any combination of any items (1) through (8).

In addition, any amounts to be paid on the Notes will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended (the "Code"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention entered into in connection with the implementation of such Sections of the Code, and no Additional Amounts will be required to be paid on account of any such deduction or withholding.

Each Payor will provide the Trustee and the Paying Agent with the official acknowledgment of the applicable Relevant Jurisdiction (or, if such acknowledgment is not available, other reasonable documentation) evidencing the payment of any Taxes in respect of which such Payor has paid any Additional Amounts. Copies of such documentation will be made available to the Holders or beneficial owners of the Notes upon written request therefor. The Trustee and the Paying Agent shall have no obligation to determine the amount of, and if any, Additional Amounts are due. The Trustee and the Paying Agent shall have no obligation to confirm the Issuer's calculations and determinations with respect to Additional Amounts.

The Issuer will pay any stamp, issue, excise, property, registration, documentary or other similar taxes and duties, including interest, penalties and other liabilities, imposed by a Relevant Jurisdiction in respect of the creation, issue, delivery, registration and offering of the Notes or the execution of the Notes, the Indenture or any other related document or instrument; provided, for the avoidance of doubt, that the Issuer will not pay any taxes or duties (or interest, penalties or other liabilities imposed thereon) imposed on or in connection with a transfer of the Notes or the Guarantee other than on the initial sale by the underwriters. The Issuer and the Guarantor will also pay and indemnify the Holders and beneficial owners of the Notes from and against all court taxes or other similar taxes and duties, including interest, penalties and other liabilities, paid by any of them in any jurisdiction in connection with any action permitted to be taken by the Holders and beneficial owners to enforce our obligations, and the obligations of the Guarantor, with respect to the Notes.

The Notes and the Guarantee are subject in all cases to any applicable tax, fiscal or other law or regulation or administrative or judicial interpretation thereof. Except as specifically provided under this Section 2(g)(IV) and under Section 2(g)(II), the Issuer and the Guarantor do not have to make any payment to Holders with respect to any Taxes imposed by any governmental authority or political subdivision having the power to tax. The Paying Agent shall not be liable for any selection made by it in accordance with this clause (g).

(h) Except as described under Section 2(g) above, the Notes will not be redeemable by the Issuer prior to maturity and will not be entitled to the benefit of any sinking fund.

(i) If a Change of Control Repurchase Event (as defined below) occurs, unless the Issuer has exercised its right to redeem all of the Notes as described under Section 2(g) above, each Holder of the Notes shall have the right to require the Issuer to repurchase all or any part (equal to €100,000 and integral multiples of €1,000 in excess thereof) of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer"), at a purchase price in cash equal to 101% of the principal amount of the Notes, plus accrued and unpaid interest, if any, to, but not including, the date of repurchase (subject to the right of Holders of record on the relevant Interest Record Date to receive interest due on the relevant Interest Payment Date).

Within 30 days following any Change of Control Repurchase Event, or at the Issuer's option, prior to any Change of Control but after the public announcement of the pending Change of Control, the Issuer shall send, by first class mail, a notice to each Holder, with a copy to the Trustee, which notice will govern the terms of the Change of Control Offer, stating:

(i) that such Change of Control Repurchase Event has occurred or is pending and that such Holder has the right to require the Issuer to repurchase such Holder's Notes at a purchase price in cash equal to 101% of the principal amount of the Notes plus accrued and unpaid interest, if any, to, but not including, the date of repurchase (subject to the right of Holders of record on the relevant Interest Record Date to receive interest due on the relevant Interest Payment Date) (the "Change of Control Payment");

(ii) if such notice is mailed prior to the date of consummation of the Change of Control, that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date;

(iii) the date of repurchase (which shall be no earlier than 30 days nor later than 60 days from the date the Change of Control Offer is mailed) (the "Change of Control Payment Date"); and

(iv) the procedures determined by the Issuer, consistent with the Indenture, that a Holder must follow in order to have its Notes repurchased.

On the Change of Control Payment Date, the Issuer shall, to the extent lawful:

(1) accept for payment all Notes or portions of Notes (equal to €100,000 and integral multiples of €1,000 in excess thereof) properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes so tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being repurchased by the Issuer and, to the extent applicable, an executed new note or Notes evidencing any unpurchased portion of any Note or Notes surrendered for which the Trustee shall authenticate and deliver a new note or Notes as provided below.

The Trustee shall promptly as practicable mail, or shall cause the Paying Agent to promptly mail, to each Holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee shall promptly as practicable authenticate and mail (or cause to be transferred by book entry) to each Holder a new note equal in principal amount to any unpurchased portion of the Notes surrendered, if any, *provided* that each such new note shall be in a principal amount of €100,000 and integral multiples of €1,000 in excess thereof.

If the Change of Control Payment Date is on or after an Interest Record Date and on or before the related Interest Payment Date, any accrued and unpaid interest, if any, shall be paid to the Person in whose name the Note is registered at the close of business on such Interest Record Date, and no additional interest shall be payable to Holders who tender pursuant to the Change of Control Offer.

The Issuer shall not be required to make the Change of Control Offer upon a Change of Control Repurchase Event if a third party makes an offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to the Change of Control Offer to be made by the Issuer and repurchases all Notes validly tendered and not withdrawn under such offer.

The Issuer shall comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions in this Section 2(i), the Issuer shall comply with those securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Offer provisions in this Section 2(i) by virtue of any such conflict.

For purposes of this Section 2(i), the following terms have the following meanings:

"Change of Control" means:

- the consummation of any transaction (including without limitation, any merger or consolidation) the result of which is that any "person" (as such term is used in Sections 13(d)(3) of the Exchange Act) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d- 5 under the Exchange Act, except that such person shall be deemed to have "beneficial ownership" of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total voting power of the Guarantor's Voting Stock (or the Guarantor's successor by merger, consolidation or purchase of all or substantially all of its assets) (for the purposes of this Section 2(i), such person shall be deemed to beneficially own any of the Guarantor's Voting Stock held by a parent entity, if such person "beneficially owns" (as defined above), directly or indirectly, more than a majority of the voting power of the Voting Stock of such parent entity); or

- the Guarantor consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into, the Guarantor, in any such event pursuant to a transaction in which any of the Guarantor's outstanding Voting Stock or outstanding Voting Stock of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Guarantor's Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person immediately after giving effect to such transaction; or

- the first day on which a majority of the members of the Guarantor's Board of Directors are not Continuing Directors; or

- the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the Guarantor's assets and the assets of the Subsidiaries taken as a whole to any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than to the Guarantor or one of the Guarantor's Subsidiaries; or

- the adoption by the Guarantor's stockholders of a plan or proposal for the Guarantor's liquidation or dissolution; or

- the Guarantor ceases to own, directly or indirectly, 100% of all equity interests in the Issuer.

Notwithstanding the foregoing, a transaction shall not be considered to be a Change of Control if (A) the Guarantor becomes a direct or indirect wholly owned Subsidiary of a holding company and (B) immediately following that transaction, (1) the direct or indirect holders of the Voting Stock of the holding company are substantially the same as the holders of the Guarantor's Voting Stock immediately prior to that transaction or (2) no person or group is the beneficial owner, directly or indirectly, of more than a majority of the total voting power of the Voting Stock of the holding company.

"Change of Control Repurchase Event" means the occurrence of both a Change of Control and a Rating Decline with respect to such Change of Control. Notwithstanding anything in this Section 2(i), no Change of Control Repurchase Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

"Continuing Directors" means, as of any date of determination, any member of the Guarantor's Board of Directors who (a) was a member of the Guarantor's Board of Directors on the date of issuance of the Notes or (b) was nominated for election or elected to the Guarantor's Board of Directors with the approval of a majority of the Continuing Directors who were members of the Guarantor's Board of Directors at the time of such nomination or election.

"Investment Grade" means BBB- or higher by S&P and Baa3 or higher by Moody's, or the equivalent of such ratings by S&P or Moody's or, if either S&P or Moody's shall not make a rating on the Notes publicly available, another Rating Agency.

"Moody's" means Moody's Investors Service Inc. and its successors.

"Rating Agency" means each of S&P and Moody's or, to the extent S&P or Moody's or both do not make a rating on the Notes publicly available, a "nationally recognized statistical rating organization" (within the meaning of Section 3(a)(62) under the Exchange Act) or "organizations", as the case may be, selected by the Issuer (as certified by a resolution of the Guarantor's Board of Directors), which shall be substituted for S&P or Moody's, or both, as the case may be.

"Rating Decline" means, with respect to a Change of Control, the Notes cease to be rated Investment Grade by each Rating Agency on any date during the period ("Trigger Period") from the date of the public notice of an arrangement that could result in such Change of Control until 60 days following the consummation of such Change of Control (which Trigger Period will be extended for so long as the rating on the Notes is under publicly announced consideration for a possible downgrade by either of the Rating Agencies).

"S&P" means S&P Global Ratings, a division of S&P Global Inc. and its successors.

"Voting Stock" of any specified Person as of any date means the capital stock of such Person that is at the time entitled to vote generally in the election of the board of directors, managers or trustees, as applicable, of such Person.

(j) The Notes shall be issued in denominations of €100,000 and integral multiples of €1,000 in excess thereof.

(k) The Notes shall be issued only in registered form without coupons. The Notes shall be represented by one or more Global Securities deposited with, or on behalf of, a common depositary for Euroclear System ("Euroclear") or Clearstream Banking, S.A. ("Clearstream") (or a successor or clearing system) in the form set forth in Exhibit A hereto.

(l) In the event of a declaration of acceleration of the maturity of the Notes pursuant to Section 6.2 of the Indenture, 100% of the principal amount of the Notes shall be payable.

(m) The Notes shall be issued in euros.

(n) Subject to Section 2(o) hereof, principal of and premium, if any, and interest on the Notes shall be paid in euros in immediately available funds.

(o) Initial Holders will be required to pay for the Notes in euro, and all payments of interest and principal, including payments made upon any redemption of the Notes and any payment of additional amounts will be payable in euro. However, if, on or after March 24, 2026, the euro is unavailable to the Issuer due to the imposition of exchange controls or other circumstances beyond the Issuer's control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in U.S. Dollars until the euro is again available to the Issuer or so used. The amount payable on any date in euro will be converted into U.S. Dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second Business Day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the most recent euro/U.S. Dollar exchange rate available on or prior to the second Business Day prior to the relevant payment date, as reported by Bloomberg. Any payment in respect of the Notes so made in U.S. Dollars will not constitute an event of default under the Notes or the Indenture governing the Notes. Neither the Trustee nor the Paying Agent shall have any responsibility for determining or verifying any calculation or conversion in connection with the foregoing.

(p) N/A

(q) N/A

(r) N/A

(s) Other than as set forth in Section 2(i) above, there shall be no additions to or changes in the covenants set forth in Article IV or V of the Indenture that apply to the Notes.

(t) The Notes shall not be convertible to any other securities of the Issuer.

(u) (I) The Notes shall be the senior unsecured and unsubordinated debt securities of the Issuer and shall rank equally with all of the Issuer's existing and future senior unsecured and unsubordinated indebtedness, including the Issuer's 2.000% Euro Senior Notes due 2028, and senior in right of payment to any of the Issuer's future indebtedness that is expressly subordinated to the Notes. However, the Notes shall be structurally subordinated to the indebtedness of the Issuer's Subsidiaries and effectively subordinated to any of the Issuer's future secured indebtedness to the extent of the value of the assets securing such indebtedness.

(II) The Guarantee shall be the senior unsecured and unsubordinated debt securities of the Guarantor and shall rank equally in right of payment with all of the Guarantor's existing and future senior unsecured and unsubordinated indebtedness and senior in right of payment to any of the Guarantor's future unsecured and subordinated indebtedness. However, the Guarantee shall be structurally subordinated to the indebtedness of the Guarantor's Subsidiaries and effectively subordinated to any of the Guarantor's future secured indebtedness to the extent of the value of the assets securing such indebtedness.

(v) U.S. Bank Europe DAC shall initially act as the Transfer Agent, Registrar and Paying Agent for the Notes. Upon notice to the Trustee, the Issuer may change any Paying Agent or Registrar, and the Issuer or any of its subsidiaries may act as Paying Agent or Registrar. For so long as the Notes are listed on the Official List of Euronext Dublin and admitted for trading on the Global Exchange Market thereof and the rules of Euronext Dublin so require, the Issuer will publish a notice of any change of Paying Agent, Registrar or Transfer Agent to the extent and in the manner permitted by such rules, posted on the official website of Euronext Dublin (www.euronext.com/en/markets/dublin).

(w) The Notes will be guaranteed on a senior unsecured basis by the Guarantor upon issuance, pursuant to Article X of the Indenture. The Guarantee will be limited in amount to an amount not to exceed the maximum amount that can be guaranteed by the Guarantor without rendering the Guarantee, as it relates to the Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

(x) N/A

(y) The Issuer may, without notice to, or the consent of, the Holders of the Notes, issue an unlimited principal amount of additional Notes having identical terms and conditions as the Notes, other than, in each case, the issue date, issue price and, in some cases, the first Interest Payment Date. The Issuer will only be permitted to issue such additional Notes if, at the time of such issuance, the Issuer is in compliance with the covenants contained in the Indenture. Any additional Notes will be part of the same issue as the Notes and will vote on all matters with the Holders of the Notes, provided that if such additional Notes are not fungible for U.S. federal income tax purposes with the Notes, such additional Notes will be issued with a separate ISIN, Common Code and/or any other identifying number, and *provided further* that in the case of any Notes represented by Global Securities, for so long as may be required by the United States Securities Act of 1933, as amended, or the procedures of the Common Depositary for Euroclear or Clearstream (or a successor clearing system), such additional Notes will be represented by one or more separate Global Securities in accordance with the terms of the Indenture and subject to applicable transfer or other restrictions.

3. Solely with respect to the Notes, Section 2.7 of the Indenture shall be replaced in its entirety with the following:

"SECTION 2.7. Transfer and Exchange. Where Securities of a Series are presented to the 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 Issuer shall execute and the Trustee, upon receipt of a written order signed in the name of the Issuer by an Officer of the Issuer (an "Issuer Order") directing the authentication and delivery thereof, shall authenticate and deliver Securities in any authorized denominations in an aggregate principal amount equal to the principal amount of such Global Securities in exchange for such Global Securities. No service charge shall be made for any registration of transfer or exchange (except as otherwise expressly permitted herein), but the Issuer 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 Issuer 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, (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 or (c) to register the transfer of or exchange Securities of any Series which the Holder has tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer (as defined in Section 2(i) of the Officer's Certificate of the Issuer and the Guarantor, dated March 30, 2026, relating to the 3.625% Senior Notes due March 30, 2031 (Common Code / ISIN: 331622575 / XS3316225757)).

Prior to the due presentation for registration of transfer of any Securities, the Issuer, the Trustee, the Paying Agent and the Registrar may deem and treat the person in whose name such Securities are registered as the absolute owner of such Securities for the purpose of receiving payment of principal of and interest, if any, on such Securities and for all other purposes.

Any Holder of a Global Security shall, by acceptance of such Global Security, agree that transfers of beneficial interest in such Global Security may be effected only through a book-entry system maintained by Euroclear Bank SA/NV ("Euroclear") and/or Clearstream Banking SA ("Clearstream") (and/or its or their successor clearing system(s)) and their respective direct and indirect participants, as the case may be, and that ownership of a beneficial interest in the Security shall be required to be reflected in a book-entry system. So long as the Global Securities remain outstanding and are held by or on behalf of the common depositary, transfer of beneficial interests in a Global Security and transfers increasing or decreasing the aggregate principal amount of a Global Security may be conducted only in accordance with the rules and procedures of Euroclear and/or Clearstream (and/or its or their successor clearing system(s)), as the case may be. In the event a Global Security, or any portion thereof, is redeemed, Euroclear and/or Clearstream, as applicable, will distribute the amount received by them in respect of the Global Security so redeemed to the holders of the book-entry interests in such Global Security from the amount received by it in respect of the redemption of such Global Security."

4. Solely with respect to the Notes, Section 2.14(b) of the Indenture shall be replaced in its entirety with the following:

"SECTION 2.14(b) Transfer and Exchange. Notwithstanding any provisions to the contrary contained in Section 2.7, owners of book-entry interests will receive certificated Notes in registered form (the "Certificated Notes") only in the following circumstances: (1) if either Depositary notifies the Issuer that it is unwilling or unable to continue as Depositary or that the common depositary with whom any Global Security is deposited is unwilling or unable to continue to act as common depositary and a successor Depositary for such Global Securities is not appointed by the Issuer within 90 days after the Issuer receives such notice, (2) in whole, but not in part, at any time if the Issuer in its sole discretion determines that any Global Security should be exchanged for Certificated Notes, or (3) if the owner of a book-entry interest requests such exchange in writing delivered through either Euroclear or Clearstream in the event that the Notes have become immediately due and payable in accordance with Sections 6.1 and 6.2. In each case, the Issuer shall execute, and the Trustee, upon receipt of an Issuer Order (copied to the Paying Agent, Registrar and common depositary) directing the authentication and delivery thereof, shall authenticate and deliver, Certificated Notes in any authorized denominations in an aggregate principal amount equal to the principal amount of such Global Securities in exchange for such Global Securities. Upon the exchange of such Global Securities for Certificated Notes, the Global Securities shall be cancelled by the Trustee. Upon receipt of notice from the Depositary in accordance with this subsection, Euroclear and/or Clearstream (and/or its or their successor clearing system(s)) and the Trustee, as the case may be, and the Issuer shall use its commercially reasonable efforts to make arrangements with the common depositary for the exchange of interests in the Global Securities for Certificated Notes and cause the requested Certificated Notes to be executed and delivered to the Registrar in sufficient quantities and authenticated by the Trustee for delivery to Holders. Holders exchanging interests in a Global Security for Certificated Notes shall be required to provide to the Registrar, through the relevant clearing system (and in separate writings, if required by the Trustee, Paying Agent and/or Registrar), written instructions and other information required by the Issuer and the Registrar to complete, execute and deliver such Certificated Notes. Certificated Notes delivered in exchange for any Global Security or beneficial interests in Global Securities will be registered in the names, and issued in any approved denominations, requested by the relevant clearing system (in accordance with its customary procedures).

Other than as provided for in this Section 2.14(b), a Global Security is not exchangeable for a Certificated Note or Certificated Notes."

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned has executed this Officers' Certificate on behalf of the Issuer and the Guarantor in his capacity as specified below.

Dated: March 30, 2026

AMPHENOL TECHNOLOGIES HOLDING GMBH

By: /s/ Lance D'Amico
Name: Lance D'Amico
Title: Managing Director

AMPHENOL CORPORATION

By: /s/ Lance D'Amico
Name: Lance D'Amico
Title: Executive Vice President, Secretary and General Counsel

[*Signature Page to Officers' Certificate (Pursuant to Section 2.2 of the Indenture)*]

Exhibit A

Form of Note

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE COMMON DEPOSITARY OR A NOMINEE OF THE COMMON DEPOSITARY. THIS NOTE IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE COMMON DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE COMMON DEPOSITARY TO A NOMINEE OF THE COMMON DEPOSITARY, BY A NOMINEE OF THE COMMON DEPOSITARY TO THE COMMON DEPOSITARY OR ANOTHER NOMINEE OF THE COMMON DEPOSITARY OR BY THE COMMON DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR COMMON DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR COMMON DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK, S.A./N.V, AS OPERATOR OF THE EUROCLEAR SYSTEM ("EUROCLEAR") AND CLEARSTREAM BANKING S.A. ("CLEARSTREAM," AND TOGETHER WITH EUROCLEAR, "EUROCLEAR/CLEARSTREAM") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF THE COMMON DEPOSITARY OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM (AND ANY PAYMENT IS TO BE MADE TO THE COMMON DEPOSITARY OR ITS NOMINEE OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY OR AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, THE COMMON DEPOSITARY OR ITS NOMINEE, HAS AN INTEREST HEREIN.

ISIN: XS3316225757
Common Code: 331622575

No. [ ] €[ ]

AMPHENOL TECHNOLOGIES HOLDING GMBH
3.625% SENIOR NOTES DUE 2031

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**," which term includes any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to USB Nominees (UK) Limited, as nominee for the Common Depositary, or its registered assigns, the principal sum of [ ] (€[ ]), on March 30, 2031 (such date is hereinafter referred to as the "**Stated Maturity**"), and to pay interest on said principal sum, from March 30, 2026 or from the next most recent date to which interest has been paid or duly provided for, annually, on March 30 of each year (the "**Interest Payment Date**"), commencing on March 30, 2027, at the rate of 3.625% per annum until the principal hereof shall have been paid or duly made available for payment and, to the extent permitted by law, to pay interest on any overdue principal and premium, if any, and on any overdue installment of interest from time to time on demand at the rate borne by the Notes.

The interest so payable shall be paid to the persons in whose name the Notes are registered at the close of business on the day that is one Business Day immediately preceding the applicable Interest Payment Date (each such date is referred to as an "**Interest Record Date**"). A "Business Day" shall mean any day on which commercial banks and foreign exchange markets are open for business in New York and London and which is a day on which the real time gross settlement system operated by the Eurosystem, or any successor system ("**T2**") is operating.

The amount of interest payable on any Interest Payment Date shall be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Notes (or March 30, 2026, if no interest has been paid), to but excluding the next scheduled Interest Payment Date (ACTUAL/ACTUAL (ICMA)). If any date on which any Interest Payment Date, any redemption date or the Stated Maturity falls on a day that is not a Business Day, then payment of such amounts payable on such date will be made on the next succeeding Business Day as if made on the date that payment was due (and, except as provided in Section 2(g)(IV) of the Officers' Certificate (as defined herein), without any interest or other payment in respect of such delay) with the same force and effect as if made on such Interest Payment Date, such redemption date or Stated Maturity, as the case may be.

If the Company defaults in a payment of interest on the Notes, 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 Notes 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 the Notes 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.

Payments on the Notes will be made through the principal paying agent. Payments on the Notes will be made at the specified office or agency of the principal paying agent. The Company may also choose to pay interest by mailing checks or making wire transfers. The Company may also arrange for additional paying agent offices and may change these offices.

Notwithstanding the foregoing, as long as this Note is represented by a Global Note, payments of principal of, premium, if any, and interest on this Note will be made in immediately available funds to the Common Depositary or its nominee as the initial holder of this Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS NOTE SET FORTH ON THE FOLLOWING PAGES HEREOF, WHICH FURTHER PROVISIONS SHALL, FOR ALL PURPOSES, HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated:

AMPHENOL TECHNOLOGIES HOLDING GMBH

By: _____
Name:
Title:

[Signature Page to the Global Note (EUR)]

CERTIFICATE OF AUTHENTICATION

This Global Note is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Officer

Dated:

[Signature Page to Global Note (EUR)]

(REVERSE OF NOTE)

AMPHENOL TECHNOLOGIES HOLDING GMBH
3.625% SENIOR NOTES DUE 2031

This Global Note designated on the face hereof as 3.625% Senior Notes due 2031 (the "**Notes**") is a duly authorized issue of securities of the Company issued and issuable in one or more series under an indenture, dated as of March 30, 2026 (the "**Base Indenture**"), between the Company, Amphenol Corporation, as guarantor (the "**Guarantor**") and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**," which term includes any successor trustee under such indenture), to such indenture, as supplemented by an Officers' Certificate dated as of March 30, 2026 establishing the terms of the Notes (the "**Officers' Certificate**," and together with the Base Indenture, the "**Indenture**"), reference is hereby made for a statement of the respective rights, limitation of rights, duties and immunities thereunder of the Company, the Guarantor, the Trustee and the holders of the securities issued thereunder and of the terms upon which said securities are, and are to be, authenticated and delivered. Capitalized terms used herein for which no definition is provided herein shall have the meanings set forth in the Indenture.

The Notes are not subject to a mandatory or optional sinking fund requirement.

The Company's obligations under the Notes are fully and unconditionally guaranteed, to the extent set forth in the Indenture, by the Guarantor.

The Notes shall be redeemable, at the Company's option, in whole or in part, at any time or from time to time, at the redemption prices described in the Indenture.

If a Change of Control Repurchase Event occurs, unless the Company has exercised its right to redeem all of the Notes as described above, each Holder of the Notes shall have the right to require the Company to repurchase all or any part (equal to €100,000 and integral multiples of €1,000 in excess thereof) of such Holder's Notes pursuant to the offer described in the Indenture, at a purchase price in cash equal to 101% of the principal amount of the Notes, plus accrued and unpaid interest, if any, to, but not including, the date of repurchase (subject to the right of Holders of record on the relevant Interest Record Date to receive interest due on the relevant Interest Payment Date).

If an Event of Default (as defined in the Indenture) with respect to the Notes occurs and is continuing, the principal of the Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time outstanding to be affected. Without the consent of any Holder of Securities, the Indenture or the Securities may be amended to cure, correct or supplement any ambiguity, omission, defect or inconsistency as to the Securities or to make any change that does not adversely affect the rights of any Holder of the Securities in any material respect. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities at the time outstanding, on behalf of the Holders of all Securities, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Until such waiver becomes effective, a consent to it by a Holder of this Note is a continuing consent by the Holder and every subsequent Holder of this Note or portion of this Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on this Note. However, any such Holder or subsequent Holder may revoke the consent as to such Holder's Note or portion of this Note if the Trustee receives the notice of revocation before the date of the waiver becomes effective. Any amendment or waiver once effective shall bind every Holder affected by such amendment or waiver, subject to certain exceptions provided for in the Indenture.

Every amendment to the Indenture or the Securities shall be set forth in a Supplemental Indenture that complies with the TIA as then in effect.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times and place and at the rate and in the currency herein prescribed.

A Holder shall register the transfer of or exchange Notes in accordance with the Indenture. The Company or the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay certain transfer taxes or similar governmental charges payable in connection therewith as permitted by the Indenture. Neither the Company nor the Registrar shall be required (a) to issue, register the transfer of, or exchange Notes for the period beginning at the opening of business fifteen days immediately preceding the mailing of a notice of redemption of Notes selected for redemption and ending at the close of business on the day of such mailing, (b) to register the transfer of or exchange Notes 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 or (c) to register the transfer of or exchange the Notes which the Holder has tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer (as defined in Section 2(i) of the Officers' Certificate).

The Company and the Guarantor may be discharged from their obligations under the Notes and the Note Guarantee and under the Indenture with respect to the Notes and the Note Guarantee except for certain provisions thereof, and may be discharged from obligations to comply with certain covenants contained in the Notes and in the Indenture with respect to the Notes and the Note Guarantee, in each case upon satisfaction of certain conditions specified in the Indenture.

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 this Note 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 the Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Note.

The registered Holder of this Note shall be treated as the owner of it for all purposes.

If funds for the payment of principal or interest remain unclaimed for two years, the Trustee and the Paying Agent will repay the funds to the Company at its written request. After that, all liability of the Trustee and such Paying Agent with respect to such funds shall cease.

The Trustee shall initially act as Service Agent for the Notes. U.S. Bank Europe DAC shall initially act as Paying Agent, Transfer Agent, and Registrar (as defined in the Indenture) for the Notes. The Notes shall be issued in denominations of €100,000 and integral multiples of €1,000 in excess thereof. The Notes shall be issued only in registered form without coupons. The Notes shall be deposited with, or on behalf of, a common depositary for Euroclear and Clearstream. In the event of a declaration of acceleration of the maturity of the Notes pursuant to the Indenture, 100% of the principal amount of the Notes shall be payable. The Notes shall be issued in euros and principal of and premium, if any, and interest on the Notes shall be paid in euros. If, on or after March 24, 2026, the euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond the Company's control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in United States dollars until the euro is again available to the Company or so used. In such circumstances, the amount payable on any date in euros will be converted into United States dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second Business Day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the then most recent United States dollars/euro exchange rate available on or prior to the second Business Day prior to the relevant payment date, as reported by Bloomberg. Any payment in respect of the Notes so made in United States dollars will not constitute an Event of Default under the Notes or the Indenture. Neither the Trustee nor the Paying Agent shall have any responsibility for any calculation or conversion in connection with the foregoing. The Notes shall be unsecured debt securities of the Company. The Notes shall not be convertible to any other securities of the Company. The Indenture, this Note and the Note Guarantee shall be governed by and construed in accordance with the laws of the State of New York.

In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Notes in effect from time to time ("**Applicable Law**") that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Company agrees (i) upon written request of the Trustee, to provide to the Trustee, to the extent reasonably available to the Company, sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so the Trustee can determine whether it has tax related obligations under Applicable Law and (ii) that the Trustee shall be entitled to make any withholding or deduction from payments to the extent necessary to comply with Applicable Law for which the Trustee shall not have any liability.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

_____

(Insert assignee's legal name)

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

(Print or type assignee's name, address and Zip Code)

and irrevocably appoint _____

to transfer this Note on the books of the Company. The Agent may substitute another to act for him.

Date:

Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

_____

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to the provisions hereof, check the box: ☐

If you want to elect to have only part of the Note purchased by the Company pursuant to the provisions hereof, state the amount you elect to have purchased: $ _____

Date:

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.: _____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

Exhibit 4.3

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE COMMON DEPOSITARY OR A NOMINEE OF THE COMMON DEPOSITARY. THIS NOTE IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE COMMON DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE COMMON DEPOSITARY TO A NOMINEE OF THE COMMON DEPOSITARY, BY A NOMINEE OF THE COMMON DEPOSITARY TO THE COMMON DEPOSITARY OR ANOTHER NOMINEE OF THE COMMON DEPOSITARY OR BY THE COMMON DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR COMMON DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR COMMON DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK, S.A./N.V, AS OPERATOR OF THE EUROCLEAR SYSTEM ("EUROCLEAR") AND CLEARSTREAM BANKING S.A. ("CLEARSTREAM," AND TOGETHER WITH EUROCLEAR, "EUROCLEAR/CLEARSTREAM") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF THE COMMON DEPOSITARY OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM (AND ANY PAYMENT IS TO BE MADE TO THE COMMON DEPOSITARY OR ITS NOMINEE OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY OR AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, THE COMMON DEPOSITARY OR ITS NOMINEE, HAS AN INTEREST HEREIN.

ISIN: XS3316225757
Common Code: 331622575

No. [ ] €[ ]

AMPHENOL TECHNOLOGIES HOLDING GMBH
3.625% SENIOR NOTES DUE 2031

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**," which term includes any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to USB Nominees (UK) Limited, as nominee for the Common Depositary, or its registered assigns, the principal sum of [ ] (€[ ]), on March 30, 2031 (such date is hereinafter referred to as the "**Stated Maturity**"), and to pay interest on said principal sum, from March 30, 2026 or from the next most recent date to which interest has been paid or duly provided for, annually, on March 30 of each year (the "**Interest Payment Date**"), commencing on March 30, 2027, at the rate of 3.625% per annum until the principal hereof shall have been paid or duly made available for payment and, to the extent permitted by law, to pay interest on any overdue principal and premium, if any, and on any overdue installment of interest from time to time on demand at the rate borne by the Notes.

The interest so payable shall be paid to the persons in whose name the Notes are registered at the close of business on the day that is one Business Day immediately preceding the applicable Interest Payment Date (each such date is referred to as an "**Interest Record Date**"). A "Business Day" shall mean any day on which commercial banks and foreign exchange markets are open for business in New York and London and which is a day on which the real time gross settlement system operated by the Eurosystem, or any successor system ("**T2**") is operating.

The amount of interest payable on any Interest Payment Date shall be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Notes (or March 30, 2026, if no interest has been paid), to but excluding the next scheduled Interest Payment Date (ACTUAL/ACTUAL (ICMA)). If any date on which any Interest Payment Date, any redemption date or the Stated Maturity falls on a day that is not a Business Day, then payment of such amounts payable on such date will be made on the next succeeding Business Day as if made on the date that payment was due (and, except as provided in Section 2(g)(IV) of the Officers' Certificate (as defined herein), without any interest or other payment in respect of such delay) with the same force and effect as if made on such Interest Payment Date, such redemption date or Stated Maturity, as the case may be.

If the Company defaults in a payment of interest on the Notes, 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 Notes 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 the Notes 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.

Payments on the Notes will be made through the principal paying agent. Payments on the Notes will be made at the specified office or agency of the principal paying agent. The Company may also choose to pay interest by mailing checks or making wire transfers. The Company may also arrange for additional paying agent offices and may change these offices.

Notwithstanding the foregoing, as long as this Note is represented by a Global Note, payments of principal of, premium, if any, and interest on this Note will be made in immediately available funds to the Common Depositary or its nominee as the initial holder of this Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS NOTE SET FORTH ON THE FOLLOWING PAGES HEREOF, WHICH FURTHER PROVISIONS SHALL, FOR ALL PURPOSES, HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated:

AMPHENOL TECHNOLOGIES HOLDING GMBH

By: _____
Name:
Title:

[Signature Page to the Global Note (EUR)]

CERTIFICATE OF AUTHENTICATION

This Global Note is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Officer

Dated:

[Signature Page to Global Note (EUR)]

(REVERSE OF NOTE)

AMPHENOL TECHNOLOGIES HOLDING GMBH
3.625% SENIOR NOTES DUE 2031

This Global Note designated on the face hereof as 3.625% Senior Notes due 2031 (the "**Notes**") is a duly authorized issue of securities of the Company issued and issuable in one or more series under an indenture, dated as of March 30, 2026 (the "**Base Indenture**"), between the Company, Amphenol Corporation, as guarantor (the "**Guarantor**") and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**," which term includes any successor trustee under such indenture), to such indenture, as supplemented by an Officers' Certificate dated as of March 30, 2026 establishing the terms of the Notes (the "**Officers' Certificate**," and together with the Base Indenture, the "**Indenture**"), reference is hereby made for a statement of the respective rights, limitation of rights, duties and immunities thereunder of the Company, the Guarantor, the Trustee and the holders of the securities issued thereunder and of the terms upon which said securities are, and are to be, authenticated and delivered. Capitalized terms used herein for which no definition is provided herein shall have the meanings set forth in the Indenture.

The Notes are not subject to a mandatory or optional sinking fund requirement.

The Company's obligations under the Notes are fully and unconditionally guaranteed, to the extent set forth in the Indenture, by the Guarantor.

The Notes shall be redeemable, at the Company's option, in whole or in part, at any time or from time to time, at the redemption prices described in the Indenture.

If a Change of Control Repurchase Event occurs, unless the Company has exercised its right to redeem all of the Notes as described above, each Holder of the Notes shall have the right to require the Company to repurchase all or any part (equal to €100,000 and integral multiples of €1,000 in excess thereof) of such Holder's Notes pursuant to the offer described in the Indenture, at a purchase price in cash equal to 101% of the principal amount of the Notes, plus accrued and unpaid interest, if any, to, but not including, the date of repurchase (subject to the right of Holders of record on the relevant Interest Record Date to receive interest due on the relevant Interest Payment Date).

If an Event of Default (as defined in the Indenture) with respect to the Notes occurs and is continuing, the principal of the Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time outstanding to be affected. Without the consent of any Holder of Securities, the Indenture or the Securities may be amended to cure, correct or supplement any ambiguity, omission, defect or inconsistency as to the Securities or to make any change that does not adversely affect the rights of any Holder of the Securities in any material respect. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities at the time outstanding, on behalf of the Holders of all Securities, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Until such waiver becomes effective, a consent to it by a Holder of this Note is a continuing consent by the Holder and every subsequent Holder of this Note or portion of this Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on this Note. However, any such Holder or subsequent Holder may revoke the consent as to such Holder's Note or portion of this Note if the Trustee receives the notice of revocation before the date of the waiver becomes effective. Any amendment or waiver once effective shall bind every Holder affected by such amendment or waiver, subject to certain exceptions provided for in the Indenture.

Every amendment to the Indenture or the Securities shall be set forth in a Supplemental Indenture that complies with the TIA as then in effect.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times and place and at the rate and in the currency herein prescribed.

A Holder shall register the transfer of or exchange Notes in accordance with the Indenture. The Company or the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay certain transfer taxes or similar governmental charges payable in connection therewith as permitted by the Indenture. Neither the Company nor the Registrar shall be required (a) to issue, register the transfer of, or exchange Notes for the period beginning at the opening of business fifteen days immediately preceding the mailing of a notice of redemption of Notes selected for redemption and ending at the close of business on the day of such mailing, (b) to register the transfer of or exchange Notes 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 or (c) to register the transfer of or exchange the Notes which the Holder has tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer (as defined in Section 2(i) of the Officers' Certificate).

The Company and the Guarantor may be discharged from their obligations under the Notes and the Note Guarantee and under the Indenture with respect to the Notes and the Note Guarantee except for certain provisions thereof, and may be discharged from obligations to comply with certain covenants contained in the Notes and in the Indenture with respect to the Notes and the Note Guarantee, in each case upon satisfaction of certain conditions specified in the Indenture.

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 this Note 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 the Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Note.

The registered Holder of this Note shall be treated as the owner of it for all purposes.

If funds for the payment of principal or interest remain unclaimed for two years, the Trustee and the Paying Agent will repay the funds to the Company at its written request. After that, all liability of the Trustee and such Paying Agent with respect to such funds shall cease.

The Trustee shall initially act as Service Agent for the Notes. U.S. Bank Europe DAC shall initially act as Paying Agent, Transfer Agent, and Registrar (as defined in the Indenture) for the Notes. The Notes shall be issued in denominations of €100,000 and integral multiples of €1,000 in excess thereof. The Notes shall be issued only in registered form without coupons. The Notes shall be deposited with, or on behalf of, a common depositary for Euroclear and Clearstream. In the event of a declaration of acceleration of the maturity of the Notes pursuant to the Indenture, 100% of the principal amount of the Notes shall be payable. The Notes shall be issued in euros and principal of and premium, if any, and interest on the Notes shall be paid in euros. If, on or after March 24, 2026, the euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond the Company's control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in United States dollars until the euro is again available to the Company or so used. In such circumstances, the amount payable on any date in euros will be converted into United States dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second Business Day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the then most recent United States dollars/euro exchange rate available on or prior to the second Business Day prior to the relevant payment date, as reported by Bloomberg. Any payment in respect of the Notes so made in United States dollars will not constitute an Event of Default under the Notes or the Indenture. Neither the Trustee nor the Paying Agent shall have any responsibility for any calculation or conversion in connection with the foregoing. The Notes shall be unsecured debt securities of the Company. The Notes shall not be convertible to any other securities of the Company. The Indenture, this Note and the Note Guarantee shall be governed by and construed in accordance with the laws of the State of New York.

In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Notes in effect from time to time ("**Applicable Law**") that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Company agrees (i) upon written request of the Trustee, to provide to the Trustee, to the extent reasonably available to the Company, sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so the Trustee can determine whether it has tax related obligations under Applicable Law and (ii) that the Trustee shall be entitled to make any withholding or deduction from payments to the extent necessary to comply with Applicable Law for which the Trustee shall not have any liability.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

_____

(Insert assignee's legal name)

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

(Print or type assignee's name, address and Zip Code)

and irrevocably appoint _____

to transfer this Note on the books of the Company. The Agent may substitute another to act for him.

Date:

Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

_____

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to the provisions hereof, check the box: ☐

If you want to elect to have only part of the Note purchased by the Company pursuant to the provisions hereof, state the amount you elect to have purchased: $_____

Date:

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.: _____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

Exhibit 5.1

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

March 30, 2026

Amphenol Technologies Holding GmbH
Häußer-Strasse 10
74080 Heilbronn, Germany

Re: Amphenol Technologies Holding GmbH

To the addressee set forth above:

We have acted as special U.S. counsel to 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***"), in connection with the issuance of €500 million aggregate principal amount of the Company's 3.625% Senior Notes due 2031 (the "***Notes***") and the guarantee of the Notes (the "***Guarantee***") by Amphenol Corporation, a Delaware corporation and the indirect parent of the Company (the "***Guarantor***"), under an indenture, dated as of the date hereof, by and among U.S. Bank Trust Company, National Association, as trustee, the Company, and the Guarantor (the "***Base Indenture***") and an officers' certificate, dated March 30, 2026, setting forth the terms of the Notes and the Guarantee (the "***Officers' Certificate***" and, together with the Base Indenture, the "***Indenture***"), and pursuant to a registration statement on Form S-3 under the Securities Act of 1933, as amended (the "***Act***"), filed with the Securities and Exchange Commission (the "***Commission***") on March 2, 2026 (Registration No. 333-293923) (as amended, the "***Registration Statement***"), a base prospectus, dated March 2, 2026 included in the Registration Statement at the time it originally became effective (the "***Base Prospectus***") and a final prospectus supplement, dated March 24, 2026, filed with the Commission pursuant to Rule 424(b) under the Act on March 25, 2026 (together with the Base Prospectus, the "***Prospectus***").

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 prospectus, other than as expressly stated herein with respect to the issue of the Notes and the Guarantee.

LATHAM & WATKINS LLP

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, the Guarantor, and others as to factual matters without having independently verified such factual matters. We are opining herein as to the internal laws of the State of New York and the Delaware General Corporation Law, 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, when the Notes have been duly executed, issued, and authenticated in accordance with the terms of the Indenture and delivered against payment therefor in the circumstances contemplated by the form of underwriting agreement most recently filed as an exhibit to the Registration Statement, the Notes and the Guarantee will have been duly authorized by all necessary corporate action of the Guarantor, and the Notes and the Guarantee will be legally valid and binding obligations of the Company and the Guarantor, respectively, enforceable against the Company and the Guarantor in accordance with their respective terms.

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 relating to stay, extension, and usury laws; and waivers of broadly or vaguely stated rights; (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 the Notes, collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon; (f) any provision to the extent it requires that a claim with respect to the Notes (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; (g) provisions purporting to make a guarantor primarily liable rather than as a surety and provisions purporting to waive modifications of any guaranteed obligation to the extent such modification constitutes a novation; and (h) the severability, if invalid, of provisions to the foregoing effect.

With your consent, we have assumed (a) that the Indenture, the Guarantee and the Notes (collectively, the "***Documents***") have been duly authorized, executed and delivered by the parties thereto other than the Guarantor, (b) that the Documents constitute legally valid and binding obligations of the parties thereto other than the Company and the Guarantor, enforceable against each of them in accordance with their respective terms, and (c) that the status of the Documents as legally valid and binding obligations of the parties is not 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 make required registrations, declarations or filings with, governmental authorities.

LATHAM & WATKINS LLP

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 Company's Form 8-K dated March 30, 2026 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

Exhibit 5.2

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

LATHAM & WATKINS LLP

March 30, 2026

To:
Amphenol Corporation
358 Hall Avenue
Wallingford, Connecticut 06492

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

Amphenol Technologies Holding GmbH - €500 million 3.625% Senior Notes due 2031

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 issuance of €500 million aggregate principal amount of the Company's 3.625% Senior Notes due 2031 (the "**Notes**") and the guarantee of the Notes (the "**Guarantee**") by the Parent, under an indenture dated as of the date hereof between U.S. Bank Trust Company, National Association, as trustee, the Company, and the Parent (the "**Base Indenture**") and an officers' certificate, dated as of the date hereof, setting forth the terms of the Notes (the "**Officers' Certificate**" and, together with the Base Indenture, the "**Indenture**"), and pursuant to a registration statement on Form S-3 under the Securities Act of 1933, as amended (the "**Act**"), filed with the Securities and Exchange Commission (the "**Commission**") on March 2, 2026 (Registration No. 333-293923) (as amended, the "**Registration Statement**"), a base prospectus, dated March 2, 2026 included in the Registration Statement (the "**Base Prospectus**") and a final prospectus supplement, dated March 24, 2026, filed with the Commission on March 25, 2026 (together with the Base Prospectus, the "**Prospectus**").

This opinion (the "**Opinion**") is rendered to 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 prospectus, other than as expressly stated herein with respect to the issue of the Notes.

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) the following opinion documents (the "**Opinion Documents**"):

(i) an electronic copy of the executed Base Indenture, expressed to be governed by the laws of the State of New York;

(ii) an electronic copy of the executed Officers' Certificate, expressed to be governed by the laws of the State of New York;

(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 30, 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**");

(v) an electronic copy of the resolution of the pricing committee of the board of directors of the Parent approving the terms of the issuance and sale of the Notes by the Company, dated March 24, 2026 (the "**Pricing Committee Resolution**"); and

(c) an electronic copy of the Prospectus;

The Prospectus, the Opinion Documents 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 Opinion Documents have been duly and validly executed according to applicable foreign law;

(f) that the Excerpt, the Articles of Association, the Shareholders' Resolution and the Pricing Committee 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;

(g) that the Pricing Committee Resolution provided to us accurately records the resolution of the Pricing Committee of the Parent which was duly passed in accordance with the constitutional documents of the Parent and applicable law;

(h) 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;

(i) 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;

(j) that the Opinion Documents have been 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*);

(k) that the parties to the Opinion Documents (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;

(l) that the Pricing Committee was duly established by the board of directors of the Guarantor and had the authority to approve the terms of the issuance and sale of the Notes by the Company;

(m) that the issuance and sale of the Notes, including the terms thereof as approved by the Pricing Committee Resolution, are within the parameters authorized by the Shareholders' Resolution;

(n) the due authorization, valid execution and delivery of the Opinion Documents by or on behalf of all parties thereto, including that the execution of the Opinion Documents by each of the relevant signatories was 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));

(o) that the copies of the Shareholders' Resolution of the Company and the Pricing Committee Resolution provided to us in connection with giving this Opinion accurately records the resolution of the shareholders of the Company which were duly passed in accordance with the Articles of Association and applicable law (including in the case of the Pricing Committee Resolution, the laws of the State of Delaware);

(p) that the Opinion Documents create 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 (e));

(q) that the legality, validity and enforceability of the Opinion Documents is not and will not be impaired by any other agreement or obligation of the parties thereto or by any violation of procedural or substantive requirements which are not evident from the face of the Opinion Documents;

(r) 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 accurate;

(s) that the Company has, 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;

(t) 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 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 Opinion Documents (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);

(u) that as of the date of this Opinion or as a consequence of entering into the Opinion Documents, no party to the Opinion Documents is or will be deemed unable to pay any of its debts when they fall due (*zahlungsunfähig*) or is over-indebted (*überschuldet*);

(v) that no party to the Opinion Documents is aware of any circumstances which would indicate that, or give reason to inquire further whether or not, any party to the Opinion Documents are close to any of the events set forth in subsections (t) and (u) above;

(w) that each party enters into the Opinion Documents 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 Opinion Documents;

(x) that any offering and sale of the Notes in the Federal Republic of Germany will be conducted as set out and will comply with all restrictions contained in the Prospectus, including, but not limited to the sections under the headings "*About this Prospectus Supplement*", and "*Provisions relating to the Notes while represented by the Global Notes*";

(y) that there are no other agreements among the parties to the Opinion Documents and that no shareholders' or partners' resolutions (other than the Shareholders' Resolution) have been adopted that would affect this Opinion;

(z) that there is no provision in the laws of any country other than the Federal Republic of Germany which would affect this Opinion; and

(aa) that the Opinion Documents have not been revoked, rescinded, repealed, terminated or otherwise voided or made subject to any further condition (in each case whether in whole or in part), amended or supplemented and are in full force and effect.

(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 Opinion Documents to which it is a party and to perform its obligations thereunder, including the issuance and sale of the Notes, and has duly taken all necessary corporate action required under its Articles of Association to authorize the execution of the Opinion Documents to which it is a party and the performance of its obligations thereunder, including the issuance and sale of the Notes on the terms set forth in the Opinion Documents.

(c) The Company has duly executed the Opinion Documents to which it is a party.

(d) The execution by the Company of the Opinion Documents to which it is a party and the performance by the Company of its obligations thereunder does not and the issuance and sale of the Notes by the Company do not contravene any provision of the Articles of Association of the Company in a way that would render the obligations of the Company invalid.

(e) The choice of the laws of the State of New York expressed to govern the Opinion Documents, 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 Opinion Documents 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 Base 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.

LATHAM & WATKINS LLP

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 Company's Form 8-K dated March 30, 2026 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