SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

Annual Report Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

For the fiscal year ended	Commission file number
December 31, 1994	1-9608

NEWELL CO.
(Exact name of Registrant as specified in its charter)

DELAWARE	36-3514169
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer (Identification No.)

Newell Center 29 East Stephenson Street, Freeport, Illinois	61032-0943
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (815)235-4171

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

Title of each class	Name of each exchange on which registered
Common Stock, $1 par value per share, and associated Preferred Stock Purchase Rights	New York Stock Exchange Chicago Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes __X__ No _____

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. (X)

There were 157.9 million shares of the Registrant's common stock outstanding as of January 31, 1995. The aggregate market value of the shares of common stock (based upon the closing price on the New York Stock Exchange on that date) beneficially owned by nonaffiliates of the Registrant was approximately $3,326.5 million. For purposes of the foregoing calculation only, which is required by Form 10-K, the Registrant has included in the shares owned by affiliates those shares owned by directors and officers of the Registrant, and such inclusion shall not be construed as an admission that any such person is an affiliate for any purpose.

Documents Incorporated by Reference

Part III

Portions of the Registrant's Definitive Proxy Statement for its Annual Meeting of Stockholders to be held May 10, 1995, which was filed March 17, 1995.

PART I

Item 1. Business

"Newell" or the "Company" refers to Newell Co. alone or with its wholly-owned subsidiaries, as the context requires.

GENERAL

Newell is a manufacturer and full-service marketer of high-volume consumer products serving the needs of volume purchasers. The Company's basic strategy is to merchandise a multi-product offering of brand-name consumer products, with an emphasis on excellent customer service, in order to achieve maximum results for its stockholders. Each group of the Company's products is manufactured and sold by a subsidiary or division (each referred to herein as a "division," even if separately incorporated).

The Company manages the activities of its divisions through executives at the corporate level, to whom the divisional managers report, and controls financial activities through centralized accounting, capital expenditure reporting, cash management, order processing, billing, credit, accounts receivable and data processing operations. The production and marketing functions of each division, however, are conducted with substantial independence. Each division is managed by employees who make day-to-day operating and sales decisions and participate in an incentive compensation plan that ties a significant part of their compensation to their division's return on assets and sales growth. The Company believes that this allocation of responsibility and system of incentives fosters an entrepreneurial approach to management that has been important to the Company's success.

INDUSTRY SEGMENTS

Since the beginning of 1993, after the sale of its closures business on December 31, 1992, over 90% of the Company's revenues are derived from consumer products and, as such, the Company operates in a single industry segment. Prior to 1993, the Company operated in two industry segments, Consumer Products and Industrial Products.

Consumer Products are sold through a variety of retail and wholesale distribution channels. Industrial Products were sold directly and through distributors. Intersegment sales were not material.

PRODUCTS

HOUSEWARES

COOKWARE AND BAKEWARE. The Company's cookware and bakeware business is conducted by the Mirro division, which manufactures aluminum cookware, bakeware and kitchen utensils. Mirro's manufacturing operations are highly integrated, rolling its own sheet stock from aluminum ingot, and producing phenolic handles and knobs at its own plastics molding facility. Principal facilities are located in Manitowoc and Chilton, Wisconsin and Salina, Kansas.

Mirro products are sold primarily under the brand names of MIRRO(r), FOLEY(r) and WEAREVER(r), and the trade names of AIRBAKE(r), CUSHIONAIRE(r), CUSHIONAIRE PRO(tm), CONCENTRIC AIRE(r), CHANNELON(r) and LIMITED EDITION by WEAREVER(tm) . Mirro also manufactures canning accessories, pressure cookers/canners and various specialized cookware and bakeware items for the food service industry. It also produces aluminum contract stampings and components for other manufacturers and makes aluminum and plastic kitchen tools and utensils. Mirro markets its products directly to mass merchants, warehouse clubs, grocery/drug stores, department/specialty stores, hardware distributors, cable TV networks, and select contract customers, using a network of manufacturers' representatives, as well as regional zone and market-specific sales managers.

OTHER. Anchor Hocking Glass - glass ovenware, tabletop, household and foodservice products; Anchor Hocking Plastics - plastic microwave cookware and food storage containers; Plastics, Inc. - food processing and foodservice items; Goody - personal consumer products including hair accessories and beauty organizers; Anchor Specialty Glass - glass lamp parts, lighting components, meter covers and appliance covers; and Newell Europe - glass cookware and dinnerware marketed in Europe, the Middle East and Africa only.

HOME FURNISHINGS

DECORATIVE WINDOW COVERINGS. In 1993, Newell acquired Levolor, entering the custom made-to-order non-drapery window coverings market. In 1994, Newell acquired another custom made-to-order business, Home Fashions, Inc. and the two businesses were subsequently combined into Levolor Home Fashions ("Levolor"). Levolor is a full-line manufacturer and marketer of decorative window coverings sold through volume purchasers and specialty stores. There are three major brand names: Levolor, DelMar and LouverDrape.

Levolor products are sold primarily under the trade names of OVATION(tm), MONACO(r), MARK I(tm) and RIVIERA(r) (for custom products). Levolor also markets stock horizontal and vertical window coverings. DelMar products are sold primarily under the trade names of GRAND CLASSIQUE(r), NOUVELLE(r), LIGHT GARDE(tm), ESPIRIT(tm),

ENCHANTE(r) and SOFTLIGHT(r). LouverDrape sells primarily under the LouverDrape name including sales direct to fabricators, such as stock components, and also under the CAROUSEL(r) and GOLDEN TOUCH(r) trade names.

Levolor's principal facility is in Greensboro, North Carolina. Levolor has a total of 15 manufacturing facilities in the United States and two in Canada.

WINDOW FURNISHINGS. Newell Window Furnishings ("Window Furnishings") manufactures drapery hardware, window shades, and other window treatments. Principal facilities are located in Freeport, Illinois and Prescott, Ontario. Window Furnishings' products are sold primarily under the brand name of NEWELL(r) and the trade names of VISIONS(r), SPECTRIM(r), MAGIC FIT(r) and DESIGNERS GUILD(tm). Window Furnishings also markets custom "size in store" programs for mini blinds and window shades under the SPECTRIM(r) trade name.

Window Furnishings markets its products directly to mass merchants, home centers, hardware distributors, department/specialty stores and select contract customers, using a network of regional sales managers, customer specific national account managers and manufacturers' representatives.

OTHER. Lee/Rowan - coated wire storage and organization products; Intercraft - ready-made picture frames; and Dorfile and System Works - home storage and shelving systems.

OFFICE PRODUCTS

MARKERS AND WRITING INSTRUMENTS. In 1992, Newell acquired Sanford, entering the markers and writing instruments market. In 1994, Newell acquired another marker and writing instrument company, Faber-Castell (whose products are marketed under the Eberhard Faber brand name), and the two businesses were subsequently combined. The combined Sanford operation manufactures permanent/waterbase markers, rolling ball pens, wood-cased pencils, highlighters, porous tip pens, dry erase markers and overhead projector pens. Sanford manufactures its own inks and assembles products in its manufacturing location in Bellwood, Illinois, manufactures wood-cased pencils in Lewisburg, Tennessee and imports other writing instruments. Sanford products are sold in the mass market and via traditional commercial office products channels. Principal trade names are SHARPIE(r), UNIBALL(r), EBERHARD FABER(r), VIS A VIS(r), EXPO(r), MAJOR ACCENT(r), EXPRESSO(r), MONGOL(r), ECOWRITER(r), PINK PEARL(r), VELVET(r) and AMERICAN(r). Sanford sells its products directly and through distributors, using its direct sales force and making limited use of manufacturers' representatives.

OTHER. Stuart Hall - school supplies, stationery and office supplies; and Newell, Rogers and Keene Office Products - desktop and office accessories.

HARDWARE

CABINET AND WINDOW HARDWARE. The Company's Amerock division offers a broad line of cabinet and window hardware, which is primarily manufactured at its facility in Rockford, Illinois. These products are sold under the AMEROCK(r) and ALLISON(r) brand names, and the NATURAL ELEGANCE(tm), TRUE ELEGANCE(tm), EXPRESSIONS(tm), COLORS(tm) and RUSTIC FINISHES(tm) trade names and include knobs, pulls, hinges, drawer slides, catches, various window hardware components, towel bars and tissue holders. Amerock also produces convenience and storage products such as pantry storage systems, lazy susans for corner cabinets and wire storage products.

Amerock markets its products directly and through distributors, using its own sales force and a complement of manufacturers' representatives.

OTHER. EZ Paintr - manual paint applicator products; BernzOmatic - propane and propane/oxygen hand torches and accessories; and Bulldog - household hardware.

MARKETING AND DISTRIBUTION

During 1994, sales to Wal-Mart Stores, Inc. and subsidiaries amounted to approximately 15% of consolidated sales; each of the Company's other customers, individually, amounted to less than 10%.

Most of the Company's customers are retailers who rely on a single or principal source of each of the consumer products that they sell. Accordingly, the divisions focus their marketing effort not on the ultimate consumer, but on the retailer, and compete with other suppliers for business. The Company's strategy is to emphasize excellent customer service, innovative merchandising programs and a quality multiproduct offering. The Company's computerized order processing system allows it to receive orders from its customers on a computer-to-computer basis. This system, and the ability to fill and ship orders promptly, are important competitive factors since they reduce a customer's order processing costs and allow the customer to minimize the inventory it must carry. The divisions maintain sales and service organizations to be responsive to the needs of their customers.

BACKLOG

The dollar value of unshipped factory orders is not material.

SEASONAL VARIATIONS

The divisions are only moderately affected by seasonal trends. Housewares products typically have higher sales in the second half of the year due to retail stocking related to the holiday season, Home Furnishings and Hardware products have higher sales in the second and third quarters due to an increased level of do-it-yourself projects completed in the summer months and Office Products have higher sales in the second and third quarters due to the back-to-school season. As a result of these moderate seasonal trends, the Company's consolidated quarterly sales do not fluctuate significantly.

NET SALES BY PRODUCT CLASS

The following table sets forth the amounts and percentages of the Company's net sales for the three years ended December 31, 1994 (including sales of acquired companies only from the time of acquisition), for the groups of similar products described previously.

	Year Ended December 31, 1994	%	1993	%	1992	%
	(In millions, except percentages)					
Housewares:						
Cookware and Bakeware	$ 280.9	14%	$ 264.7	16%	$ 262.8	18%
Other *	410.9	20	264.1	16	244.6	17
Total Housewares	691.8	34	528.8	32	507.4	35
Home Furnishings:						
Decorative Window Coverings and Furnishings	317.8	15	222.7	13	85.0	6
Other *	325.0	16	202.8	13	77.3	5
Total Home Furnishings	642.8	31	425.5	26	162.3	11
Office Products:						
Markers and Writing Instruments	212.6	10	156.0	10	142.0	10
Other *	170.6	8	184.7	11	136.0	9
Total Office Products	383.2	18	340.7	21	278.0	19
Hardware:						
Cabinet and Window Hardware	186.3	9	179.4	11	182.7	13
Other *	170.8	8	155.9	9	142.8	9
Total Hardware	357.1	17	335.3	20	325.5	22
Sold Businesses:						
Industrial - Caps & Closures	-	-	-	-	160.6	12
- Counselor	-	-	14.7	1	17.9	1
Total Sold Businesses	-	-	14.7	1	178.5	13
Newell Consolidated	$2,074.9	100%	$1,645.0	100%	$1,451.7	100%

* This category is comprised of many different product classes, each representing less than 10% of net sales.

ACQUISITIONS AND DIVESTITURES OF BUSINESSES

At the foundation of the Company's growth strategy is acquisitions. Since the late 1960s, acquisitions have been the Company's primary vehicle for growth. Over the years, the Company has acquired more than 50 companies, and in the 1990s alone, the Company completed ten major acquisitions, representing nearly $1.5 billion in additional sales.

Twenty-five years ago, the Company was a small drapery hardware manufacturer with $20 million in sales. Today, the Company is an international consumer goods supplier with annualized sales of over $2.5 billion. This dramatic growth is largely the result of using acquisitions as the vehicle to execute a multi-product offering strategy supported by internal growth from existing product lines.

In its acquisition planning, the Company looks for branded, staple product lines sold to volume purchasers. These product lines must have the potential to reach the Company's high standard of profitability, have a low technology level and a long product life cycle. In addition to adding entirely new product lines, acquisitions can be beneficial in rounding out existing businesses by filling gaps in the product offering, adding new customers and distribution channels and improving operational efficiency through shared resources.

The Company has typically acquired companies with unrealized profit potential. "Newellization" is the profit improvement and productivity enhancement process that is implemented to bring newly acquired product lines up to the Company's high standards of profitability.

Elements of the Newellization process at newly acquired companies include establishing a focused business strategy, improving customer service, building partnerships with customers, eliminating corporate overhead through centralization of administrative functions, trimming excess costs, tightening financial controls, improving manufacturing efficiency, pruning nonproductive product lines and reducing inventories, increasing trade receivable turnover and improving sales mix profitability through the application of program merchandising techniques.

As part of the Newellization process to improve profitability, sales can often decline as unprofitable product lines are reduced or eliminated. In the Newell strategy, once a company has been fully Newellized and is under good control, it is expected to begin building profitable sales and contribute to the Company's internal sales growth.

Additional information regarding acquisitions and divestitures of businesses is included in note 2 to the consolidated financial statements.

FOREIGN OPERATIONS

Canadian sales of the Company were approximately 6% of the Company's total net sales in 1994, 1993 and 1992. The Company's international division coordinates export sales of consumer products to all other foreign countries, totaling less than 3% of 1994 total net sales. Other foreign sales were less than 1% of the Company's total net sales in all three years.

All of the Company's products are sold by the Canadian subsidiaries; however, only decorative window coverings and furnishings, picture frames and home hardware are manufactured in Canada.

On November 30, 1994, the Company acquired the European consumer products business of Corning Incorporated (now known as Newell Europe). This acquisition included Corning's consumer products manufacturing facilities in England, France and Germany, the European trademark rights and product lines for Pyrex, Pyroflam and Visions brands in Europe, the Middle East and Africa, and Corning's consumer distribution network throughout these areas (Pyrex and Visions are registered trademarks of Corning Incorporated). Additionally, the Company became the distributor in Europe, the Middle East and Africa for Corning's U.S.-manufactured cookware and dinnerware brands.

RAW MATERIAL

The Company expects to have multiple sources of supply for substantially all of its material requirements. The raw materials and various purchased components required for its products have generally been available in sufficient quantities.

PATENTS AND TRADEMARKS

The Company has a number of patents and trademarks, none of which is considered material to the consolidated operations.

COMPETITION

The Company competes with a number of well-established domestic and foreign manufacturers that serve the markets for its products. Many of the Company's products also compete against a number of substitute products. Although the available information does not

permit the Company to form a reliable opinion as to its precise competitive position within these markets, the Company believes it has a significant share in many of the markets.

ENVIRONMENT

The Company is subject to various laws regulating the discharge of materials into the environment or otherwise relating to the protection of the environment. Regulation in this area is in the process of development, including changes in the standards of enforcement of existing laws and enactment of new laws. Although the Company, like other companies engaged in similar businesses, is a party to various proceedings relating to environmental matters and makes capital expenditures for environmental projects, it does not believe that the Company will have material capital expenditures for environmental control facilities during the current or succeeding fiscal year.

EMPLOYEES

The Company employs approximately 20,000 persons, of whom approximately 5,000 are covered by collective bargaining agreements. In June 1994, there was a one-week strike at the EZ Paintr division, affecting 163 employees. There were no strikes during 1993. In October 1992, there was a three-week strike at the Anchor Consumer Glass division. The Company believes that its employee relations are good.

Item 2. Properties

The following table shows the location and general character of the principal operating facilities owned or leased by the Company. The executive offices are located in Beloit, Wisconsin, which is an owned facility occupying approximately 9,000 square feet. Other Corporate offices are located in owned facilities in Freeport, Illinois (occupying 59,000 square feet) and in Rockford, Illinois (occupying 7,000 square feet). Most of the idle facilities, which are excluded from the following list, are subleased while being held pending sale or lease expiration. The Company considers its properties to be in generally good condition and well-maintained, and are generally suitable and adequate to carry on the Company's business.

Location	City	General Character
Alabama	Phoenix City	Distribution
Arizona	Bisbee	Distribution
California	Garden Grove	Manufacturing
	Los Angeles	Manufacturing
	Santa Monica	Manufacturing
	Vista	Manufacturing and Distribution
	Westminster	Manufacturing, Distribution and Administrative Office
Canada	Calgary, AB	Manufacturing
	Mississauga, ON	Manufacturing and Distribution
	Oakville, ON	Distribution and Administrative Office
	Pickering, ON	Distribution
	Prescott, ON	Manufacturing
	Scarborough, ON	Administrative Office
	Toronto, ON	Manufacturing, Distribution and Administrative Office
	Watford, ON	Manufacturing, Distribution and Administrative Office
	Weston, ON	Administrative Office
Europe	Avon, France	Administrative Office
	Bagneaux, France	Manufacturing and Distribution
	Bath Road, Slough, England	Administrative Office
	Berhamsted, England	Administrative Office
	Brussels, Belgium	Distribution
	Chateauroux, France	Manufacturing

Location	City	General Character
	Deptford, Sunderland England	Distribution
	Las Rozas, Madrid, Spain	Administrative Office
	Lisburn Terrace Sunderland, England	Distribution
	Milan, Italy	Distribution and Administrative Office
	Muhltal, Germany	Manufacturing
	Sunderland, England	Manufacturing
	Zellick, Belgium	Distribution and Administrative Office
Georgia	Ashburn	Manufacturing and Administrative Office
	Columbus	Distribution
	Manchester	Manufacturing and Administrative Office
Hawaii	Waipahu	Manufacturing
Illinois	Bedford Park	Manufacturing, Distribution and Administrative Office
	Bellwood	Manufacturing, Distribution and Administrative Office
	Freeport	Manufacturing, Distribution and Administrative Office
	Rockford	Manufacturing, Distribution and Administrative Office
	South Holland	Manufacturing
Kansas	Salina	Manufacturing and Distribution
Minnesota	Coon Rapids	Manufacturing
	Eagan	Distribution
	St. Paul	Manufacturing and Administrative Office
Missouri	Jackson	Manufacturing
	Kansas City	Manufacturing, Distribution and Administrative Office
Nebraska	Omaha	Distribution
New Jersey	Kearny	Manufacturing and Administrative Office
	Newark	Manufacturing, Distribution and Administrative Office
	Parsippany	Administrative Office
	Rockaway	Manufacturing
New York	Medina	Manufacturing, Distribution and Administrative Office
	Ogdensburg	Manufacturing
North Carolina	Greensboro	Administrative Office
	Statesville	Manufacturing and Distribution

Location	City	General Character
Ohio	Bremen	Manufacturing
	Lancaster	Manufacturing, Distribution and Administrative Office
Pennsylvania	Ambridge	Distribution
	Evans City	Distribution
	Monaca	Manufacturing and Administrative Office
Puerto Rico	Carolina	Distribution and Administrative Office
Tennessee	Johnson City	Manufacturing
	Lewisburg	Manufacturing, Distribution and Administrative Office
	Memphis	Distribution and Administrative Office
Texas	Dallas	Manufacturing
	Taylor	Manufacturing, Distribution and Administrative Office
Utah	Ogden	Manufacturing
	Salt Lake City	Manufacturing
West Virginia	Weirton	Manufacturing
Wisconsin	Beloit	Administrative Office
	Chilton	Manufacturing
	Madison	Manufacturing, Distribution and Administrative Office
	Manitowoc	Manufacturing, Distribution and Administrative Office
	Milwaukee	Distribution
	St. Francis	Manufacturing, Distribution and Administrative Office

Item 3. Legal Proceedings

Information regarding legal proceedings is included in note 15 to the consolidated financial statements and is hereby incorporated by reference herein.

As previously reported in the Company's Current Report on Form 8-K dated June 20, 1994, Plastics, Inc. ("Plastics"), a subsidiary of the Company, pled guilty to a single criminal charge of violating the Federal antitrust laws based on its understanding that sometime after December 1, 1991, former officers of Plastics agreed with certain competitors to raise list prices on certain disposable injection-molded commercial plasticware, which agreement(s) ended on or before December 8, 1992. During 1994, class action antitrust complaints on behalf of customers were filed against Plastics and other manufacturers in the United States District Court for the Eastern District of Pennsylvania (the "Philadelphia cases"), the United States District Court for the Middle District of Florida (the "Florida cases"), the Superior Court of California, San Francisco County (the "California cases") and the Ontario Court of Justice, Toronto, Ontario, Canada seeking civil damages. Plastics has entered into settlement agreements relating to the Philadelphia, Florida and California cases which provide for aggregate payments of $4 million and which are subject to approval by each of the respective courts. Management believes that resolution of these cases will not have a material effect on the Company's consolidated financial position or results of operations.

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

There were no matters submitted to a vote of the Company's security holders during the fourth quarter of fiscal year 1994.

Supplementary Item - Executive Officers of the Registrant

NAME	AGE	PRESENT POSITION WITH THE COMPANY
William P. Sovey	61	Vice Chairman and Chief Executive Officer
Thomas A. Ferguson	47	President and Chief Operating Officer
Donald L. Krause	55	Senior Vice President-Corporate Controller
William T. Alldredge	55	Vice President-Finance
Richard C. Dell	49	Group President
William J. Denton	50	Group President
William K. Doppstadt	62	Vice President-Personnel Relations

William P. Sovey has been Vice Chairman and Chief Executive Officer since July 1992. From January 1986 through July 1992, he had been President and Chief Operating Officer.

Thomas A. Ferguson has been President and Chief Operating Officer since May 1992. From January 1989 to May 1992, he was President-Operating Companies.

William T. Alldredge has been Vice President-Finance of the Company since August 1983.

Donald L. Krause was appointed Senior Vice President-Corporate Controller in March 1990. He was President-Industrial Companies from February 1988 to March 1990.

Richard C. Dell has been Group President since June 1992. He was President of Amerock from November 1989 to June 1992. At EZ Paintr, he was President from September 1987 to November 1989.

William J. Denton has been Group President since March 1990. From April 1989 to March 1990, he was Vice President-Corporate Controller. He was President of Anchor Hocking Glass from August 1987 to April 1989.

William K. Doppstadt has been Vice President-Personnel Relations of the Company since 1974.

PART II

Item 5. Market for Registrant's Common Equity and Related Stockholder Matters

The Company's common stock is listed on the New York and Chicago Stock Exchanges (symbol: NWL). The following table sets forth the high and low sales prices of the common stock on the New York Stock Exchange Composite Tape (as published in the Wall Street Journal) for the calendar periods indicated as adjusted for the two-for-one stock split discussed below.

	Year Ended December 31			
	1994		1993	
	High	Low	High	Low
Quarters:				
First	$21 13/16	$19 1/8	$21 1/4	$16 7/16
Second	23 1/4	19	19 7/8	16 7/16
Third	23 7/8	21 7/8	18 1/2	15 9/16
Fourth	22 3/8	20 1/2	21	17 1/2

On December 31, 1994 there were 10,290 record holders of the Company's common stock.

The Company has paid regular cash dividends on its common stock since 1947. On May 13, 1993, the quarterly cash dividend was increased to $0.09 per share from the $0.08 per share that had been paid since February 15, 1991. The quarterly cash dividend was again increased to $0.10 per share on May 12, 1994.

In August 1994, the Company's Board of Directors declared a two-for-one common stock split in the form of a 100% stock distribution of the Company's common stock, which was paid on September 1, 1994 to stockholders of record on August 15, 1994. All per share data was adjusted to reflect the two-for-one stock split.

Item 6. Selected Financial Data

The following is a summary of certain consolidated financial information relating to the Company. The summary has been derived in part from, and should be read in conjunction with, the consolidated financial statements of the Company included elsewhere in this report and the schedules thereto.

	Year Ended December 31,				
	1994	1993	1992	1991	1990
	(In millions, except per share data)				
INCOME STATEMENT DATA					
Net sales	$2,074.9	$1,645.0	$1,451.7	$1,259.0	$1,204.4
Cost of products sold	1,403.8	1,101.7	997.3	845.6	820.0
Gross income	671.1	543.3	454.4	413.4	384.4
Selling, general and administrative expenses	313.2	257.2	201.1	182.2	174.3
Restructuring costs	-	-	20.9	-	-
Operating income	357.9	286.1	232.4	231.2	210.1
Nonoperating expenses (income):					
Interest expense	30.0	19.1	20.4	13.2	13.1
Other	(1.4)	(8.5)	(65.6)	(6.0)	(13.2)
Net	28.6	10.6	(45.2)	7.2	(0.1)
Income before income taxes and cumulative effect of accounting change	329.3	275.5	277.6	224.0	210.2
Income taxes	133.7	110.2	114.3	88.4	84.7
Net income before cumulative effect of accounting change	195.6	165.3	163.3	135.6	125.5
Cumulative effect of accounting change	-	-	(44.2)	-	-
Net income	$ 195.6	$ 165.3	$ 119.1	$ 135.6	$ 125.5
EARNINGS PER SHARE DATA					
Before cumulative effect of accounting change	$1.24	$1.05	$ 1.05	$0.89	$0.84
Cumulative effect of accounting change	-	-	(0.29)	-	-
Earnings per share	$1.24	$1.05	$0.76	$0.89	$0.84
Cash dividends per share	$0.39	$0.35	$0.30	$0.30	$0.25

Item 6. Selected Financial Data (Cont.)

	1994	1993	1992	1991	1990
			(In millions)		
WEIGHTED AVERAGE SHARES	157.8	157.3	155.8	151.5	148.9
BALANCE SHEET DATA					
Inventories	$ 420.7	$ 301.0	$ 226.2	$ 215.3	$ 197.8
Working Capital	133.6	76.7	219.5	187.9	236.7
Total assets	2,488.3	1,952.9	1,569.6	1,187.5	1,000.4
Short-term debt	309.1	247.2	97.1	2.1	11.2
Long-term debt, net of current maturities	409.0	218.1	176.8	176.6	90.3
Stockholders' equity	1,125.3	979.1	859.4	728.8	610.0

(1) On February 14, 1992, a subsidiary of the Company merged with Sanford Corporation ("Sanford"), a designer, manufacturer and marketer of marking and writing instruments, plastic desk accessories, file storage boxes and other office and school supplies. The Company issued approximately 13.8 million shares of common stock for all the common stock of Sanford. This transaction was accounted for as a pooling of interests; therefore, prior financial statements were restated to reflect this merger.

On July 8, 1992, the Company acquired Stuart Hall Company, Inc. ("Stuart Hall"), a manufacturer of school supplies, stationery and office supplies. The Company issued 1.6 million shares of common stock for all the common stock of Stuart Hall. On October 1, 1992, the Company acquired substantially all of the assets of Intercraft Industries, L.P., and all of the capital stock of Intercraft Industries of Canada, Inc. (collectively, "Intercraft"), manufacturers of ready-made picture frames. The purchase price was $175.0 million in cash. These transactions were accounted for as purchases; therefore, the results of operations for Stuart Hall and Intercraft are included in the accompanying consolidated financial statements since their respective dates of acquisition. The cost of these 1992 acquisitions was allocated to the fair market value of assets acquired and liabilities assumed and resulted in goodwill of approximately $161.9 million.

On April 30, 1993, the Company acquired substantially all of the assets of Levolor Corporation ("Levolor"), a manufacturer and distributor of decorative window coverings. The purchase price was $72.5 million in cash. On September 22, 1993, the Company acquired Lee/Rowan Co. ("Lee/Rowan"), a manufacturer and marketer of coated wire storage and organization products. The purchase price was $73.5 million in cash. On November 9, 1993, the Company acquired Goody

Products, Inc. ("Goody"), a manufacturer and marketer of personal consumer products including hair accessories and beauty organizers. The purchase price, excluding the cost of Goody common stock that the Company owned prior to the acquisition, was $147.1 million in cash. These transactions were accounted for as purchases; therefore, the results of operations for Levolor, Lee/Rowan and Goody are included in the accompanying consolidated financial statements since their respective dates of acquisition. The cost of the 1993 acquisitions was allocated to the fair market value of assets acquired and liabilities assumed and resulted in goodwill of approximately $208.2 million.

As part of the Goody acquisition, the Company acquired the capital stock of Opti-Ray, Inc. ("Opti-Ray"), a designer and marketer of fashion sunglasses and non-prescription reading glasses. As of January 1, 1994, the Company sold the capital stock of Opti-Ray to Benson Eyecare Corporation. The net assets of Opti-Ray, which totalled $8.5 million, are included in Other Assets as of December 31, 1993. The operating results of Opti-Ray from the date of acquisition to December 31, 1993 are excluded from the Consolidated Statements of Income and are not material.

On August 29, 1994, the Company acquired Home Fashions, Inc.("HFI"), a manufacturer and marketer of decorative window coverings, including vertical blinds and pleated shades. The purchase price was $130.4 million in cash. This company was combined with Levolor and together they are operated as a single entity called Levolor Home Fashions. On October 18, 1994, the Company acquired Faber-Castell Corporation, which is a leading maker and marketer of markers and writing instruments, including wood-cased pencils and rolling ball pens, whose products are marketed under the Eberhard Faber brand name ("Eberhard Faber"). The purchase price was $136.5 million in cash. This company was combined with Sanford and together they are operated as single entity called Sanford. On November 30, 1994, the Company acquired the European consumer products business of Corning Incorporated (now known as Newell Europe). This acquisition included Corning's consumer products manufacturing facilities in England, France and Germany, the European trademark rights and product lines for Pyrex, Pyroflam and Visions brands in Europe, the Middle East and Africa, and Corning's consumer distribution network throughout these areas (Pyrex and Visions are registered trademarks of Corning Incorporated). Additionally, the Company became the distributor in Europe, the Middle East and Africa for Corning's U.S.-manufactured cookware and dinnerware brands. The purchase price was $86.4 million in cash. These transactions were accounted for as purchases; therefore, the results of operations for HFI, Eberhard Faber and Newell Europe are included in the accompanying consolidated financial statements since their respective dates of acquisition. The cost of the 1994 acquisitions was allocated on a preliminary basis to the fair market value of assets acquired and liabilities assumed and resulted in goodwill of approximately $163.0 million.

The unaudited consolidated results of operations for the years ended December 31, 1994 and 1993 on a pro forma basis, as though Levolor, HFI, Lee/Rowan, Goody, Eberhard Faber and Newell Europe each had been acquired on January 1, 1993, are as follows:

	1994	1993
	(In millions, except per share data)	
Net sales	$2,455.5	$2,439.4
Net income	195.1	167.1
Earnings per share	1.24	1.06

(2) In August 1994, the Company's Board of Directors declared a two-for-one common stock split in the form of a 100% stock distribution of the Company's common stock, which was paid on September 1, 1994 to stockholders of record on August 15, 1994. All per share data was adjusted to reflect the two-for-one stock split.

(3) The Financial Accounting Standards Board issued Statement of Financial Accounting Standards ("SFAS") No.'s 112 and 115, "Employers' Accounting for Postemployment Benefits" and "Accounting for Certain Investments in Debt and Equity Securities." The Company adopted these statements in 1994. The adoption of these statements did not have a material effect on the consolidated financial statements.

(4) In 1992, the Company adopted SFAS No. 106, "Employers' Accounting for Postretirement Benefits Other than Pensions." Adoption of this standard did not have a material effect on the annual expense for postretirement benefits. As part of adopting this standard, the Company recorded, in the first quarter of 1992, a one-time, non-cash charge against earnings of $71.7 million before taxes and $44.1 million after taxes, or $0.29 per share. The effect of the change on 1992 net income before cumulative effect of accounting change was not material to any of the consolidated financial statements.

(5) On December 31, 1992, the Company sold its closures business for a $210.0 million note receivable due and paid January 4, 1993. The Company recognized a net pre-tax gain of $82.9 million on the sale. Sales for this business totalled $160.6 million in 1992.

QUARTERLY SUMMARIES

Summarized quarterly data for the last three years are as follows (unaudited):

Calendar Year	1st	2nd	3rd	4th	Year
	(In millions, except per share data)				
1994					
Net sales	$ 443.5	$ 493.5	$ 553.2	$ 584.7	$2,074.9
Gross income	134.8	159.9	179.2	197.2	671.1
Net income	31.5	44.0	58.0	62.1	195.6
Earnings per share	.20	.28	.37	.39	1.24
1993					
Net sales	$ 334.2	$ 372.7	$ 456.7	$ 481.4	$1,645.0
Gross income	104.5	121.7	149.1	168.0	543.3
Net income	27.7	34.5	47.6	55.5	165.3
Earnings per share	.18	.22	.30	.35	1.05
1992					
Net sales	$ 310.1	$ 318.0	$ 402.1	$ 421.5	$1,451.7
Gross income	93.1	101.0	122.6	137.7	454.4
Before cumulative effect of accounting change:					
Net income	27.4	35.2	43.0	57.7	163.3
Earnings per share	.18	.23	.27	.37	1.05
After cumulative effect of accounting change:					
Net income	(16.8)	35.2	43.0	57.7	119.1
Earnings per share	(.11)	.23	.27	.37	.76

Item 7. Management's Discussion and Analysis of Results of Operations and Financial Condition

The following discussion and analysis provides information which management believes is relevant to an assessment and understanding of the Company's consolidated results of operations and financial condition. The discussion should be read in conjunction with the consolidated financial statements and notes thereto.

RESULTS OF OPERATIONS

The following table sets forth for the period indicated items from the Consolidated Statements of Income as a percentage of net sales.

	Year Ended December 31,		
	1994	1993	1992
Net sales	100.0%	100.0%	100.0%
Cost of products sold	67.7	67.0	68.7
Gross income	32.3	33.0	31.3
Selling, general and administrative expenses ("SG&A")	15.1	15.6	13.9
Restructuring costs	-	-	1.4
Operating income	17.2	17.4	16.0
Nonoperating expenses (income):			
Interest expense	1.4	1.1	1.4
Other	(0.1)	(0.5)	(4.5)
Net	1.3	0.6	(3.1)
Income before income taxes and cumulative effect of accounting change	15.9	16.8	19.1
Income taxes	6.5	6.7	7.9
Net income before cumulative effect of accounting change	9.4	10.1	11.2
Cumulative effect of accounting change	-	-	(3.0)
Net income	9.4%	10.1%	8.2%

1994 vs. 1993:

Net sales for 1994 were $2,074.9 million, representing an increase of $429.9 million or 26.1% from 1993. Net sales for each of the Company's product groups were as follows, in millions:

	1994	1993	%Change
Housewares	$ 691.8	$ 528.8	30.8%
Home Furnishings	642.8	425.5	51.1
Office Products	383.2	340.7	12.5
Hardware	357.1	335.3	6.5
Sold Businesses	-	14.7	N/A
	$2,074.9	$1,645.0	26.1%

The overall increase in net sales was primarily attributable to the acquisitions of Levolor, HFI, Lee/Rowan, Goody and Eberhard Faber, which are described in note 2 to the consolidated financial statements, and internal growth of 6%. Sales in the housewares group were positively impacted by the Goody acquisition and 5% internal growth. The increase in home furnishings was attributable to the Levolor, HFI and Lee/Rowan acquisitions and internal growth of 10%. The increase in office products was due to the Eberhard Faber acquisition and 6% internal growth. The increase in the hardware group was solely due to internal growth. "Sold businesses" represents the sales in 1993 of Counselor, which was divested in October 1993. Internal growth is defined as sales growth from continuing businesses owned more than two years.

Gross income as a percent of net sales for 1994 was 32.3% versus 33.0% in 1993. The decrease was due to lower than average gross margins from the businesses acquired in 1993 and 1994.

SG&A as a percent of net sales in 1994 was 15.1% versus 15.6% in 1993. The decrease was due to 6% internal growth, with only slight increases in spending levels.

Operating income as a percent of net sales was 17.2% in 1994 versus 17.4% in 1993.

Net nonoperating expenses were $28.6 million in 1994 versus $10.6 million in 1993. The increase was due to additional interest expense of $10.9 million, incremental goodwill amortization of $5.3 million resulting from recent acquisitions, and a $6.0 million charge incurred in connection with a plea agreement by a subsidiary of the Company with the U.S. Government. The increase was offset by a $1.5 million payment received from the settlement of a lawsuit and a $1.9 million increase in equity earnings from American Tool Companies, Inc., in which the Company has a 47% ownership interest.

The effective tax rate was 40.6% in 1994 and 40.0% in 1993. See note 12 to the consolidated financial statements for an explanation of the effective tax rate and deferred tax issues.

Net income for 1994 was $195.6 million, representing an increase of $30.3 million or 18.3% from 1993. Earnings per share for 1994 were up 18.1% to $1.24 versus $1.05 in 1993. The increases in net income and earnings per share were primarily attributable to contributions from the 1993 acquisitions and internal growth, net of increases in net nonoperating expenses.

1993 vs. 1992:

Net sales for 1993 were $1,645.0 million, representing an increase of $193.3 million or 13.3% from 1992. Net sales for each of the Company's product groups were as follows, in millions:

	1993	1992	%Change
Housewares	$ 528.8	$ 507.4	4.2%
Home Furnishings	425.5	162.3	162.2
Office Products	340.7	278.0	22.6
Hardware	335.3	325.5	3.0
Sold Businesses	14.7	178.5	N/A
	$1,645.0	$1,451.7	13.3%

The overall increase in net sales was attributable to the acquisitions of Stuart Hall, Intercraft, Levolor, Lee/Rowan and Goody, which are described in note 2 to the consolidated financial statements, and internal growth of 4%. Sales in the housewares group were positively impacted by the Goody acquisition. The increase in home furnishings was attributable to the Intercraft, Levolor and Lee/Rowan acquisitions and continued expansion in the home center channel of trade. The increase in office products was due to the Stuart Hall acquisition and Sanford's continued expansion in the mass market channel of trade. The increase in the hardware group was solely due to internal growth. "Sold businesses" represents the sales of the closures business, which was divested in December 1992, and Counselor, which was sold in October 1993.

Gross income as a percent of net sales for 1993 was 33.0% versus 31.3% in 1992. The increase was due to lower gross margins at the divested closures business in 1992 and increased gross margins at Sanford in 1993.

SG&A as a percent of net sales in 1993 was 15.6% versus 13.9% in 1992. The increase was due to lower SG&A at the divested closures

business in 1992 and higher SG&A at recently acquired Intercraft and Levolor.

Operating income as a percent of net sales in 1993 was 17.4% versus 16.0% in 1992. In 1992, the Company recorded $20.9 million in restructuring costs, of which $17.4 million was recorded in the fourth quarter. The primary components of this charge were costs associated with the closing of a manufacturing facility and severance costs related to businesses acquired in transactions accounted for under the pooling of interests method.

Net nonoperating expenses for 1993 were $55.7 million higher than 1992, due to an $82.9 million gain recognized on the sale of the closures business in 1992. The gain was reduced by approximately $39.2 million of special charges in 1992, including costs associated with the Stanley Works investment ($14.0 million), write-offs of certain intangible assets ($11.7 million) and costs associated with prior acquisitions and the establishment of other reserves ($13.5 million). In addition, incremental goodwill amortization was $3.4 million due to recent acquisitions, and there were no gains on securities sales in 1993 compared to $8.6 million in 1992.

The effective tax rate was 40.0% in 1993 and 41.2% in 1992. See note 12 to the consolidated financial statements for an explanation of the effective tax rate and deferred tax issues.

Net income for 1993 was $165.3 million, representing an increase of $46.2 million or 38.8% from 1992. Earnings per share for 1993 were up 38.2% to $1.05 versus $0.76 in 1992.

In 1992, the Company adopted SFAS No. 106, "Employers' Accounting for Postretirement Benefits Other than Pensions." As part of adopting this standard, the Company recorded, in the first quarter of 1992, a one-time, non-cash charge against earnings of $71.7 million before taxes and $44.1 million after taxes, or $0.29 per share. The deferred income tax benefit increased $27.6 million as a result of adopting this statement. See note 9 to the consolidated financial statements for additional information.

LIQUIDITY AND CAPITAL RESOURCES

The Company's primary sources of liquidity and capital resources include cash provided from operations and use of available borrowing facilities.

Operating activities provided net cash of $238.4 million during 1994, an increase of $208.3 million from $30.1 million in 1993. This change was primarily due to the discontinuation of a $125.0 million sale of trade receivables program in the third quarter of 1993,

payment of income taxes in 1993 related to the gain on the sale of the closures business and an increase in net income in 1994.

The Company has foreign and domestic lines of credit with various banks and a commercial paper program which are available for short-term financing. Under the line of credit arrangements, the Company may borrow up to $360.0 million (of which $267.4 million was available at December 31, 1994) based upon such terms as the Company and the respective banks have mutually agreed upon.

The Company has a shelf registration statement covering up to $500.0 million of debt securities, of which $257.0 million was available for additional borrowings as of December 31, 1994. Pursuant to the shelf registration, at December 31, 1994 the Company had outstanding $186.0 million (principal amount) of medium-term notes with maturities ranging from one to five years at an average rate of interest equal to 6.6%. The fair value of these notes was $185.1 million at December 31, 1994. The Company had outstanding $153.0 million on December 31, 1993 and 1992, and the fair value of these notes was $158.3 million at December 31, 1993 and $160.9 million at December 31, 1992.

The Company entered into a three-year $300.0 million revolving credit agreement in August 1993, and a $100.0 million, 364-day revolving credit agreement in each of November 1993 and August 1994. The November 1993 364-day revolving credit agreement was renewed for an additional 364 days. Under these agreements, the Company may borrow, repay and reborrow funds in an aggregate amount up to $500.0 million, at a floating interest rate. At December 31, 1994, there were no borrowings under the revolving credit agreements.

In lieu of borrowings under the credit agreements, the Company may issue up to $500.0 million of commercial paper. The Company's revolving credit agreements referred to above provide the committed backup liquidity required to issue commercial paper. Accordingly, commercial paper may only be issued up to the amount available under the Company's revolving credit agreements. At December 31, 1994, $417.1 million (face or principal amount) of commercial paper was outstanding, all of which was supported by the revolving credit agreements. The short-term portion of this balance was $117.1 million, which is classified as notes payable. The remaining $300.0 million is classified as long-term debt under the three-year revolving credit agreement.

The Company's primary uses of liquidity and capital resources include capital expenditures, dividend payments and acquisitions.

Capital expenditures were $66.0 million, $58.9 million and $77.6 million in 1994, 1993 and 1992, respectively.

The Company has paid regular cash dividends on its common stock since 1947. On May 13, 1993, the quarterly cash dividend was increased to $0.09 per share from the $0.08 per share that had been paid since February 15, 1991. The quarterly cash dividend was again increased to $0.10 per share on May 12, 1994. In August 1994, the Company's Board of Directors declared a two-for-one common stock split in the form of a 100% stock distribution of the Company's common stock, which was paid on September 1, 1994 to stockholders of record on August 15, 1994. All per share data has been adjusted to reflect the two-for-one stock split.

Retained earnings increased in 1994, 1993 and 1992 by $134.0 million, $111.1 million and $68.6 million, respectively. The average dividend payout ratio to common stockholders in 1994, 1993 and 1992 (before the cumulative effect of accounting change) was 31%, 33% and 29%, respectively.

In 1994, the Company acquired HFI, Faber-Castell Corporation (whose products are marketed under the Eberhard Faber brand name) and the European consumer products business of Corning Incorporated (now known as Newell Europe), with purchase prices of $130.4 million, $136.5 million and $86.4 million, respectively. All of these acquisitions were accounted for as purchases and were paid for with proceeds obtained from the issuance of commercial paper, medium-term notes and notes payable under the Company's lines of credit.

The increases in current assets, current liabilities, property, plant and equipment and goodwill during 1993 and 1994 are primarily due to the acquisitions occurring in those years.

Working capital at December 31, 1994 was $133.6 million compared to $76.7 million at December 31, 1993. The current ratio at December 31, 1994 was 1.17:1 compared to 1.13:1 at December 31, 1993. The total debt to total capitalization was .39:1 at December 31, 1994 and .32:1 at December 31, 1993.

The Company believes that cash provided from operations and available borrowing facilities will continue to provide adequate support for the cash needs of existing businesses; however, certain events, such as significant acquisitions, could require additional external financing.

The Financial Accounting Standards Board issued SFAS No.'s 112 and 115, "Employers' Accounting for Postemployment Benefits" and "Accounting for Certain Investments in Debt and Equity Securities." The Company adopted these statements in 1994. The adoption of these statements did not have a material effect on the consolidated financial statements.

Environmental Matters

The Company is involved in various environmental remediation and other compliance activities, including activities arising under the federal Comprehensive Environmental Response, Compensation and Liability Act ("Superfund") and similar state statutes. Certain information regarding these activities is included in note 15 to the consolidated financial statements. Based on information currently available to it, the Company has estimated that remediation costs associated with these activities will be between $12.5 million and $17.5 million. As of December 31, 1994, the Company had a reserve equal to $14.5 million for such remediation costs in the aggregate. Because of the uncertainties associated with environmental assessment and remediation activities, the possibility that sites could be identified in the future that require environmental remediation and the possibility of additional sites as a result of businesses acquired, actual costs to be incurred by the Company may vary from the Company's estimates. Subject to the imprecision in estimating future environmental costs, the Company does not expect that any sum it may have to pay in connection with environmental matters in excess of amounts reserved will have a material adverse effect on its consolidated financial position, liquidity or results of operations.

Outlook

The Company's primary financial goals are to maintain return on beginning equity at 20% or above and increase earnings per share an average of 15% per year, while maintaining a ratio of total debt to total capital (leverage) at a level of approximately 33%. The Company has achieved its goals over the last ten years, averaging 21% ROE, increasing EPS 20% and averaging 29% leverage. The factors affecting the Company's ability to achieve these goals in the future will be the rates of internal and acquisition growth.

In terms of internal growth, the Company has achieved 4-6% internal sales growth in each of the last 4 years, and at the same time, has improved its core operating margins. Operating margins may be under pressure near-term, however, as a result of rising raw material costs. The Company intends to offset these costs through price increases to its customers, but is not certain to what extent the cost increases can be offset since its customers are primarily volume retailers with significant bargaining power.

In terms of acquisition growth, since 1990 the Company has more than doubled its size, acquiring businesses with annual sales of almost $1.5 billion. The rate at which the Company can integrate these recent acquisitions, in order to meet the Company's high standards of profitability, may affect near-term EPS growth. Over the longer term, the Company's ability to make strategic acquisitions will impact the EPS growth rate.

Item 8. Financial Statements and Supplementary Data

Report of Independent Public Accountants

To the Stockholders and Board of Directors of Newell Co.:

We have audited the accompanying consolidated balance sheets of Newell Co. (a Delaware corporation) and subsidiaries as of December 31, 1994, 1993 and 1992, and the related consolidated statements of income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 1994. These consolidated financial statements are the responsibility of Newell Co.'s management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Newell Co. and subsidiaries as of December 31, 1994, 1993 and 1992, and the results of their operations and their cash flows for each of the three years in the period ended
December 31, 1994, in conformity with generally accepted accounting principles.

As explained in note 9 to the consolidated financial statements, effective January 1, 1992, the Company changed its method of accounting for post-retirement benefits other than pensions.

ARTHUR ANDERSEN LLP

Milwaukee, Wisconsin,
January 28, 1995.

NEWELL CO. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME

	Year Ended December 31, 1994	1993	1992
	(In thousands, except per share amounts)		
Net sales	$2,074,934	$1,645,036	$1,451,656
Cost of products sold	1,403,786	1,101,720	997,269
GROSS INCOME	671,148	543,316	454,387
Selling, general and administrative expenses	313,283	257,186	201,063
Restructuring costs	-	-	20,933
OPERATING INCOME	357,865	286,130	232,391
Nonoperating expenses (income):			
Interest expense	29,970	19,062	20,417
Other	(1,397)	(8,488)	(65,590)
Net	28,573	10,574	(45,173)
Income before income taxes and cumulative effect of accounting change	329,292	275,556	277,564
Income taxes	133,717	110,222	114,293
Net income before cumulative effect of accounting change	195,575	165,334	163,271
Cumulative effect of accounting change	-	-	(44,134)
NET INCOME	$ 195,575	$ 165,334	$ 119,137
Earnings per share before cumulative effect of accounting change	$1.24	$1.05	$1.05
Cumulative effect of accounting change	-	-	(0.29)
Earnings per share	$1.24	$1.05	$0.76
Weighted average shares	157,774	157,269	155,878

See notes to consolidated financial statements.

NEWELL CO. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

	December 31, 1994	1993	1992
		(In thousands)	
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	$ 14,892	$ 2,866	$ 28,008
Receivable from sale of business	-	-	210,000
Accounts receivable, net	335,806	256,468	57,795
Inventories	420,654	301,016	226,230
Deferred income taxes	90,063	73,461	38,991
Prepaid expenses and other	56,256	42,217	33,611
TOTAL CURRENT ASSETS	917,671	676,028	594,635
MARKETABLE EQUITY SECURITIES	64,740	48,974	62,964
OTHER LONG-TERM INVESTMENTS	183,372	177,891	174,080
OTHER ASSETS	182,906	165,911	119,977
PROPERTY, PLANT AND EQUIPMENT, NET	454,597	370,382	292,760
GOODWILL	684,990	513,761	325,163
TOTAL ASSETS	$2,488,276	$1,952,947	$1,569,579

See notes to consolidated financial statements.

NEWELL CO. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS (CONT.)

	December 31,		
	1994	1993	1992
	(In thousands)		
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES			
Notes payable	$ 209,720	$ 189,003	$ 65,030
Accounts payable	112,269	72,832	37,553
Accrued compensation	48,461	36,525	32,203
Other accrued liabilities	305,878	222,508	147,926
Income taxes	8,271	20,244	60,344
Current portion of long-term debt	99,425	58,200	32,045
TOTAL CURRENT LIABILITIES	784,024	599,312	375,101
LONG-TERM DEBT	408,986	218,090	176,849
OTHER NONCURRENT LIABILITIES	152,697	156,400	158,251
DEFERRED INCOME TAXES	17,243	-	-
STOCKHOLDERS' EQUITY			
Par value of common stock issued	157,844	78,793	78,338
Additional paid-in capital	175,352	249,625	239,503
Retained earnings	788,862	654,819	543,765
Net unrealized gain on securities available for sale	9,868	N/A	N/A
Cumulative translation adjustment	(6,466)	(4,055)	(2,208)
Treasury stock (at cost)	(134)	(37)	(20)
TOTAL STOCKHOLDERS' EQUITY	1,125,326	979,145	859,378
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$2,488,276	$1,952,947	$1,569,579

See notes to consolidated financial statements.

NEWELL CO. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	1994	1993	1992
	(In thousands)		
OPERATING ACTIVITIES:			
Net income	$ 195,575	$ 165,334	$ 119,137
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:			
Cumulative effective of accounting change	-	-	44,134
Depreciation and amortization	72,485	64,262	53,881
Deferred income taxes	30,673	19,757	(14,914)
Net gains on:			
Sale of businesses	-	(1,233)	(82,945)
Marketable equity securities	(373)	-	(8,616)
Write-off of intangible assets	-	-	11,664
Other	(5,661)	(3,811)	(4,377)
Changes in current accounts, excluding the effects of acquisitions and sale of businesses:			
Accounts receivable	(254)	(129,562)	39,010
Inventories	(13,798)	(6,328)	26,715
Other current assets, accounts payable, accrued liabilities and other	(40,221)	(78,288)	54,548
NET CASH PROVIDED BY OPERATING ACTIVITIES	238,426	30,131	238,237
INVESTING ACTIVITIES:			
Acquisitions	(345,392)	(309,846)	(177,317)
Expenditures for property, plant and equipment	(66,026)	(58,898)	(77,613)
Sale of businesses	-	219,638	-
Sale of marketable equity securities	1,053	-	72,879
Purchase of other investments	-	(1,660)	(11,930)
Disposals of noncurrent assets and other	2,628	(16,141)	(18,060)
NET CASH USED IN INVESTING ACTIVITIES	(407,737)	(166,907)	(212,041)
FINANCING ACTIVITIES:			
Proceeds from issuance of debt	402,708	232,852	181,320
Proceeds from exercised stock options and other	2,799	5,216	9,023
Payments on notes payable and long-term debt	(162,638)	(72,154)	(168,513)
Cash dividends	(61,532)	(54,280)	(46,261)
NET CASH PROVIDED BY(USED IN) FINANCING ACTIVITIES	181,337	111,634	(24,431)
INCREASE(DECREASE) IN CASH AND CASH EQUIVALENTS	12,026	(25,142)	1,765
Cash and cash equivalents at beginning of year	2,866	28,008	42,512
Sanford decrease in cash in December 1991	-	-	(16,269)
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 14,892	$ 2,866	$ 28,008

See notes to consolidated financial statements.

NEWELL CO. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	Common & Treasury Stock	Add'l Paid-In Capital	Retained Earnings	Net Unrealized Gain on Securities Available for Sale	Cumulative Translation Adjustment
	(In thousands, except per share amounts)				
Balance at December 31, 1991	$ 76,030	$175,448	$475,200	$ N/A	$ 2,123
Adjustment to conform fiscal year of Sanford Corporation			(4,311)		
Net income			119,137		
Cash dividends:					
Common stock $0.30 per share			(46,261)		
Stock issued for acquisition	1,582	52,999			
Exercise of stock options	720	8,318			
Tax benefit on stock options		2,736			
Foreign currency translation and other	(14)	2			(4,331)
Balance at December 31, 1992	$ 78,318	$239,503	$543,765	$ N/A	$ (2,208)
Net income			165,334		
Cash dividends:					
Common stock $0.35 per share			(54,280)		
Stock issued for acquisition	44	1,715			
Exercise of stock options	445	4,789			
Tax benefit on stock options		3,585			
Foreign currency translation and other	(51)	33			(1,847)
Balance at December 31, 1993	$ 78,756	$249,625	$654,819	$ N/A	$ (4,055)
Net income			195,575		
Fair value adjustment for securities available for sale at January 1, 1994				3,353	
Cash dividends:					
Common stock $0.39 per share			(61,532)		
Stock split, form of 100% stock dividend	78,910	(78,910)			
Exercise of stock options	155	2,723			
Tax benefit on stock options		1,881			
Change in net unrealized gain on securities available for sale				6,515	
Foreign currency translation and other	(111)	33			(2,411)
Balance at December 31, 1994	$ 157,710	$175,352	$788,862	$ 9,868	$ (6,466)

See notes to consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 1994, 1993 AND 1992

1) SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation: The consolidated financial statements include the accounts of the Company and its majority owned subsidiaries after elimination of intercompany accounts and transactions.

Revenue Recognition: Sales of merchandise are recognized upon shipment to customers.

Disclosures about Fair Value of Financial Instruments: The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

Cash and Cash Equivalents: The carrying amounts approximate fair value because of the short maturity of these instruments.

Marketable Equity Securities: The fair values of these investments are based upon quoted market prices.

Long-term Investments: The fair value of the investment in convertible preferred stock of the Black & Decker Corporation ("Black & Decker") was based in part on an independent appraisal.

Long-term Debt: The fair value of the Company's long-term debt issued under the medium-term note program is estimated based on quoted market prices. The carrying value of all other long-term debt outstanding approximates fair value due to the floating rates charged on these instruments.

Derivatives: Premiums paid or received related to interest rate swap agreements are amortized into interest expense over the terms of the agreements. Unamortized premiums are included in other assets or accrued liabilities in the consolidated balance sheets.

Gains and losses relating to qualifying hedges of firm commitments or anticipated transactions also are deferred and are recognized in income as adjustments of carrying amounts when the hedged transaction occurs.

Accounts Receivable: On December 5, 1991, the Company received $104.7 million from a sale of an interest in trade receivables, with limited recourse, pursuant to an agreement that permits the Company to sell trade receivables, with limited recourse, to the purchaser from time to time. A $125.0 million interest was outstanding at December 31, 1992. At both December 31, 1994 and 1993, there was no interest in trade receivables sold under this agreement.

Allowances for Doubtful Accounts: Allowances for doubtful accounts at December 31, totalled $10.9 million in 1994, $6.2 million in 1993 and $5.6 million in 1992.

Inventories: Inventories are stated at the lower of cost or market value. Cost of certain domestic inventories (approximately 87%, 83% and 81% of total inventories at December 31, 1994, 1993 and 1992, respectively) was determined by the "last-in, first-out" ("LIFO") method; for the balance, cost was determined using the "first-in, first-out"("FIFO") method.

If the FIFO inventory valuation method had been used exclusively, inventories would have been increased by $12.3 million, $9.2 million and $8.0 million at December 31, 1994, 1993 and 1992, respectively.

The components of inventories at the end of each year, net of the LIFO reserve, were as follows:

	December 31,		
	1994	1993	1992
	(In millions)		
Materials and supplies	$ 81.7	$ 71.3	$ 56.1
Work in process	98.9	49.6	39.7
Finished products	240.1	180.1	130.4
	$420.7	$301.0	$226.2

Long-term Marketable Equity Securities: Long-term marketable equity securities at the end of each year are summarized as follows:

	December 31,		
	1994	1993	1992
	(In millions)		
Aggregate market value	$ 64.7	$ 54.6	$ 64.1
Aggregate cost	48.3	49.0	63.0
Unrealized gain, net	$ 16.4	$ 5.6	$ 1.1

In May 1993, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards ("SFAS") No. 115, "Accounting for Certain Investments in Debt and Equity Securities." SFAS No. 115 requires, among other things, that securities classified as "available for sale" be carried at fair value; however, fair value adjustments are excluded from earnings and reported separately as a component of stockholders' equity. This new standard, which was adopted prospectively by the Company effective January 1, 1994, did not have a material impact on the consolidated financial statements. The Company considers all long-term marketable equity securities as available for sale.

Other Long-Term Investments: The Company owns 150,000 shares of privately placed Black & Decker convertible preferred stock, Series B, purchased at a cost of $150.0 million. The Series B preferred shares pay a 7 3/4% cumulative dividend, are convertible into Black & Decker common stock at $23.62 per share, and have voting rights equivalent to the common stock into which they are convertible. These shares have restrictions on disposition by the Company, and Black & Decker has the

option at the end of ten years to repurchase the remaining preferred shares and any common stock issued upon conversion then held by the Company. The market value of this investment approximated cost at December 31, 1994, 1993 and 1992. In addition, the Company has a 47% ownership in American Tool Companies, Inc., a manufacturer of hand tools and power tool accessory products marketed primarily under the VISE-GRIP and IRWIN trademarks. This investment is accounted for on the equity method with a net investment of $33.4 million included in Other Long-Term Investments at December 31, 1994.

Property, Plant and Equipment: Property, plant and equipment at the end of each year consisted of the following:

	December 31,		
	1994	1993	1992
	(In millions)		
Land	$ 9.6	$ 7.1	$ 6.7
Buildings and improvements	164.8	136.5	101.8
Machinery and equipment	515.8	419.1	347.0
	690.2	562.7	455.5
Allowance for depreciation	(235.6)	(192.3)	(162.7)
	$ 454.6	$ 370.4	$ 292.8

Depreciation of property, plant and equipment (stated at cost) is provided for by annual charges to income calculated to amortize, principally on the straight-line basis, the cost of the depreciable assets over their estimated useful lives, which range from five to forty years. Replacements and improvements of fixed assets are capitalized. Expenditures for maintenance and repairs are charged to expense.

Goodwill: Excess of cost over identifiable net assets of businesses acquired is being amortized over 40 years on a straight-line basis. Subsequent to an acquisition, the Company continually evaluates whether later events and circumstances have occurred that indicate the remaining estimated useful life of goodwill may warrant revision or that the remaining balance of goodwill may not be recoverable. When factors indicate that goodwill should be evaluated for possible impairment, the Company uses an estimate of the related division's undiscounted net income over the remaining life of the goodwill in measuring whether the goodwill is recoverable. Accumulated amortization of goodwill was $57.0 million, $42.1 million and $32.0 million at December 31, 1994, 1993 and 1992, respectively.

Accrued Liabilities: Accrued liabilities at the end of each year included the following:

	December 31,		
	1994	1993	1992
	(In millions)		
Promotion and advertising accruals	$ 76.5	$ 54.4	$ 37.5
Accrued insurance reserves	36.0	36.3	29.8

Foreign Currency Translation: Financial statements of foreign subsidiaries are translated in U.S. dollars in accordance with the provisions of SFAS No. 52. Foreign currency transaction gains and losses were insignificant in 1994, 1993 and 1992.

Cash Flows: For purposes of the Consolidated Statements of Cash Flows, the Company considers all short-term, highly liquid investments with an original maturity of three months or less to be cash equivalents. Cash paid for income taxes and interest were as follows:

	December 31,		
	1994	1993	1992
	(In millions)		
Income taxes	$115.9	$144.7	$ 81.5
Interest	31.1	18.9	14.5

Reclassification: Certain 1992 and 1993 amounts have been reclassified to conform with the 1994 presentation.

2) ACQUISITIONS AND DIVESTITURES OF BUSINESSES

On February 14, 1992, a subsidiary of the Company merged with Sanford Corporation ("Sanford"), a designer, manufacturer and marketer of marking and writing instruments, plastic desk accessories, file storage boxes and other office and school supplies. The Company issued approximately 13.8 million shares of common stock for all the common stock of Sanford. This transaction was accounted for as a pooling of interests; therefore, prior financial statements were restated to reflect this merger.

On July 8, 1992, the Company acquired Stuart Hall Company, Inc. ("Stuart Hall"), a manufacturer of school supplies, stationery and office supplies. The Company issued 1.6 million shares of common stock for all the common stock of Stuart Hall. On October 1, 1992, the Company acquired substantially all of the assets of Intercraft Industries, L.P., and all of the capital stock of Intercraft Industries of Canada, Inc. (collectively, "Intercraft"), manufacturers of ready-made picture frames. The purchase price was $175.0 million in cash. These transactions were accounted for as purchases; therefore, the results of operations for Stuart Hall and Intercraft are included in the accompanying consolidated financial statements since their respective dates of acquisition. The cost of these 1992 acquisitions was allocated to the fair market value of assets acquired and liabilities assumed and resulted in goodwill of approximately $161.9 million.

On April 30, 1993, the Company acquired substantially all of the assets of Levolor Corporation ("Levolor"), a manufacturer and distributor of decorative window coverings. The purchase price was $72.5 million in cash. On September 22, 1993, the Company acquired Lee/Rowan Co. ("Lee/Rowan"), a manufacturer and marketer of coated wire storage and organization products. The purchase price was $73.5 million in cash. On November 9, 1993, the Company acquired Goody Products, Inc. ("Goody"), a manufacturer and marketer of personal consumer products including hair accessories and beauty organizers. The purchase price, excluding the cost of Goody common stock that the Company owned prior to the acquisition, was $147.1 million in cash. These transactions were accounted for as purchases; therefore, the results of operations for Levolor, Lee/Rowan and Goody are included in the accompanying consolidated financial statements since their respective dates of acquisition. The cost of the 1993 acquisitions was allocated to the fair market value of assets acquired and liabilities assumed and resulted in goodwill of approximately $208.2 million.

As part of the Goody acquisition, the Company acquired the capital stock of Opti-Ray, Inc. ("Opti-Ray"), a designer and marketer of fashion sunglasses and non-prescription reading glasses. As of January 1, 1994, the Company sold the capital stock of Opti-Ray to Benson Eyecare Corporation. The net assets of Opti-Ray, which

totalled $8.5 million, are included in Other Assets as of December 31, 1993. The operating results of Opti-Ray from the date of acquisition to December 31, 1993 are excluded from the Consolidated Statements of Income and are not material.

On August 29, 1994, the Company acquired Home Fashions, Inc.("HFI"), a manufacturer and marketer of decorative window coverings, including vertical blinds and pleated shades. The purchase price was $130.4 million in cash. This company was combined with Levolor and together they are operated as single entity called Levolor Home Fashions. On October 18, 1994, the Company acquired Faber-Castell Corporation, which is a leading maker and marketer of markers and writing instruments, including wood-cased pencils and rolling ball pens, whose products are marketed under the Eberhard Faber brand name ("Eberhard Faber"). The purchase price was $136.5 million in cash. This company was combined with Sanford and together they are operated as a single entity called Sanford. On November 30, 1994, the Company acquired the European consumer products business of Corning Incorporated (now known as Newell Europe). This acquisition included Corning's consumer products manufacturing facilities in England, France and Germany, the European trademark rights and product lines for Pyrex, Pyroflam and Visions brands in Europe, the Middle East and Africa, and Corning's consumer distribution network throughout these areas (Pyrex and Visions are registered trademarks of Corning Incorporated). Additionally, the Company became the distributor in Europe, the Middle East and Africa for Corning's U.S.-manufactured cookware and dinnerware brands. The purchase price was $86.4 million in cash. These transactions were accounted for as purchases; therefore, the results of operations for HFI, Eberhard Faber and Newell Europe are included in the accompanying consolidated financial statements since their respective dates of acquisition. The cost of the 1994 acquisitions was allocated on a preliminary basis to the fair market value of assets acquired and liabilities assumed and resulted in goodwill of approximately $163.0 million.

The unaudited consolidated results of operations for the years ended December 31, 1994 and 1993 on a pro forma basis, as though Levolor, HFI, Lee/Rowan, Goody, Eberhard Faber and Newell Europe each had been acquired on January 1, 1993, are as follows:

	1994	1993
	(In millions, except per share data)	
Net sales	$2,455.5	$2,439.4
Net income	195.1	167.1
Earnings per share	1.24	1.06

On December 31, 1992, the Company sold its closures business for a $210.0 million note receivable due and paid January 4, 1993. The Company recognized a net pre-tax gain of $82.9 million on the sale. Sales for this business totalled $160.6 million in 1992.

3) RESTRUCTURING COSTS

In the year ended December 31, 1992, the Company recorded $20.9 million in restructuring costs, of which $17.4 million was recorded in the fourth quarter. The primary components of this charge included costs associated with the closing of a manufacturing facility and severance costs related to businesses acquired in transactions accounted for under the pooling-of-interests method.

4) CREDIT ARRANGEMENTS

The Company has foreign and domestic lines of credit with various banks and a commercial paper program which are available for short-term financing. Under the line of credit arrangements, the Company may borrow up to $360.0 million (of which $267.4 million was available at December 31, 1994) based upon such terms as the Company and the respective banks have mutually agreed upon.

In connection with $35.0 million of the line of credit facilities noted above, the Company has agreed to maintain compensating balances, generally at 2.5% of the credit facility. Compensating balances are not restricted as to withdrawals and serve as part of the Company's minimum operating cash balances.

The following is a summary of line of credit notes payable to banks:

	1994	1993	1992
	(In millions)		
Notes payable to banks:			
Outstanding at year-end			
- borrowing	$ 92.6	$ 50.3	$ 65.0
- average interest rate	6.0%	3.3%	3.9%
Average for the year			
- borrowing	21.5	37.3	42.9
- average interest rate	4.9%	3.3%	3.9%
Maximum borrowing outstanding during the year	119.3	138.0	118.0

In 1993, the Company began issuing commercial paper under a $400.0 million program, which was subsequently increased to $500.0 million. The revolving credit facilities, as described in note 5 to the consolidated financial statements, provide the committed backup liquidity required to issue commercial paper. Three dealers were engaged to market the program.

The following is a summary of commercial paper:

	1994	1993	1992
	(In millions)		
Commercial paper:			
Outstanding at year-end			
- borrowing	$417.1	$138.7	N/A
- average interest rate	6.0%	3.3%	N/A
Average for the year			
- borrowing	324.8	4.4	N/A
- average interest rate	4.4%	3.3%	N/A
Maximum borrowing outstanding during the year	479.0	138.7	N/A

5) LONG-TERM DEBT

The following is a summary of long-term debt:

	December 31,		
	1994	1993	1992
		(In millions)	
Medium-term notes	$186.0	$153.0	$153.0
Revolving Credit Agreement:			
Commercial paper	300.0	-	N/A
Loans payable to banks	-	100.0	30.0
Other long-term debt	22.4	23.3	25.9
	508.4	276.3	208.9
Current portion	(99.4)	(58.2)	(32.0)
	$409.0	$218.1	$176.9

The Company has a shelf registration statement covering up to $500.0 million of debt securities, of which $257.0 million was available for additional borrowings as of December 31, 1994. Pursuant to the shelf registration, at December 31, 1994, the Company had outstanding $186.0 million (principal amount) of medium-term notes with maturities ranging from one to five years at an average rate of interest equal to 6.6%. The fair value of these notes was $185.1 million at December 31, 1994. The Company had outstanding $153.0 million on December 31, 1993 and 1992, and the fair value of these notes was $158.3 million at December 31, 1993 and $160.9 million at December 31, 1992.

The Company entered into a three-year $300.0 million revolving credit agreement in August 1993, and a $100.0 million, 364-day revolving credit agreement in each of November 1993 and August 1994. The November 1993 364-day revolving credit agreement was renewed for an additional 364 days. Under these agreements, the Company may borrow, repay and reborrow funds in an aggregate amount up to $500.0 million, at a floating interest rate. At December 31, 1994, there were no borrowings under the revolving credit agreements.

In lieu of borrowings under the credit agreements, the Company may issue up to $500.0 million of commercial paper. The Company's revolving credit agreements referred to above provide the committed backup liquidity required to issue commercial paper. Accordingly, commercial paper may only be issued up to the amount available under the Company's revolving credit agreements. At December 31, 1994, $417.1 million (face or principal amount) of commercial paper was outstanding, all of which was supported by the revolving credit agreements. The short-term portion of this balance was $117.1 million, which is classified as notes payable. The remaining $300.0 million is classified as long-term debt under the three-year revolving credit agreement.

The revolving credit agreements permit the Company to borrow funds using Syndicated loans (Base Rate loans or Eurodollar loans), Money Market loans (LIBOR Market loans or Set Rate loans) or Acceptance liabilities, as selected by the Company. The terms of these agreements require, among other things, that the Company maintain a certain Total Debt to Total Capital Ratio and a minimum Operating Income to Interest Expense Ratio, all capitalized terms as defined in these agreements. As of December 31, 1994, the Company was in compliance with these agreements.

The aggregate maturities of long-term debt outstanding at December 31, 1994, are as follows:

Year	Aggregate Maturities
	(In millions)
1995	$ 99.4
1996	358.2
1997	33.5
1998	1.5
1999	7.6
Thereafter	8.2
	$508.4

6) DERIVATIVE FINANCIAL INSTRUMENTS

The Company has only limited involvement with derivative financial instruments and does not use them for trading purposes. They are used to manage certain interest rate and foreign currency risks.

Interest rate swap agreements are utilized to convert certain floating rate debt instruments into fixed rate debt or to convert certain floating rate debt based on federal funds rates to floating rate debt based upon commercial paper rates. As of December 31, 1994, the Company was party to one interest rate swap agreement which terminates in June 1996. The agreement requires the Company to pay on a monthly basis the amounts by which the commercial paper rate exceeds the Federal Funds rate on $50.0 million of debt.

The Company uses forward exchange contracts to hedge certain purchase commitments denominated in currencies other than the domestic currency (primarily Japanese yen and U.S. dollar for the Company's Canadian subsidiary). The term of the currency derivatives is rarely more than one year. The purpose of the Company's foreign currency hedging activities is to protect the Company from some of the risk of foreign currency fluctuations on foreign denominated purchases.

As of December 31, 1994, the Company had contracts to buy 150 million Japanese yen and the Company's Canadian subsidiary had several contracts to buy 7.3 million U.S. dollars. The deferred unrealized gains and losses, based upon dealer quotes from hedging firm purchases, are not material.

The Company is exposed to credit losses in the event of non-performance by the counterparties to its interest rate swap and foreign exchange contracts. The Company anticipates, however, that counterparties will be able to satisfy fully their obligations under the contracts. The Company does not obtain collateral or other security to support financial instruments subject to credit risk but monitors the credit standing of the counterparties. The market value of all the Company's derivatives approximates its carrying value.

7) LEASES

The Company leases manufacturing, distribution and office facilities, as well as transportation and data processing equipment under noncancellable leases which expire at various dates through the year 2007.

Future minimum rental payments under noncancellable operating leases are as follows:

Year	Minimum Payments
	(In millions)
1995	$20.6
1996	16.7
1997	11.9
1998	7.8
1999	6.1
Thereafter	18.1
	$81.2

Total rental expense for all operating leases was approximately $31.8 million, $26.0 million and $18.9 million in 1994, 1993 and 1992, respectively.

8) EMPLOYEE BENEFIT RETIREMENT PLANS

The Company and its subsidiaries have noncontributory pension plans covering substantially all employees. Pension plan benefits are generally based on years of service and/or compensation. The Company's funding policy is to contribute not less than the minimum amounts required by the Employee Retirement Income Security Act of 1974 or additional amounts to assure that plan assets will be adequate to provide retirement benefits. Due to the overfunded status of most of the pension plans, contributions to these plans were insignificant during the past three years. Total expense under all pension and profit sharing plans was $8.5 million, $3.2 million and $1.7 million for the years ended December 31, 1994, 1993 and 1992, respectively.

The net periodic pension cost components for the U.S. pension plans are as follows:

	1994	1993	1992
	(In millions)		
Service cost-benefits earned during the year	$ 13.4	$ 8.3	$ 6.7
Interest cost on projected benefit obligation	31.3	27.3	26.2
Actual return on assets	(31.3)	(42.7)	(20.8)
Net amortization and other components	(9.4)	6.8	(13.1)
Total U.S. pension plan expense(income)	$ 4.0	$ (.3)	$ (1.0)

The principal actuarial assumptions used are as follows:

	1994	1993	1992
	(In percent)		
Measurement of projected benefit obligation:			
Discount rate	8%	7.25%	7.75%
Long-term rate of compensation increase	5%	5%	5%
Long-term rate of return on plan assets	9%	9%	9%

The following table sets forth the funded status of the U.S. pension plans and the amount recognized in the Company's consolidated balance sheets:

	Plans Whose Assets Exceed Accumulated Benefits		Plans Whose Accumulated Benefits Exceed Assets	
	1994	1993	1994	1993
	(In millions)			
Actuarial present value of benefit obligations:				
Vested	$347.1	$352.1	$ 21.1	$ 18.3
Nonvested	12.0	13.3	4.8	5.3
Accumulated benefit obligation	359.1	365.4	25.9	23.6
Effect of projected future salary increases	20.9	18.1	5.7	6.8
Projected benefit obligation	380.0	383.5	31.6	30.4
Plan assets at market value (primarily common stock and fixed income investments)	469.2	448.0	6.1	4.1
Plan assets in excess of (less than) projected benefit obligation	89.2	64.5	(25.5)	(26.3)
Unrecognized transition (net asset) obligation	(13.5)	(11.2)	1.7	1.2
Unrecognized net (gain)loss	(7.5)	11.6	5.1	5.5
Net pension asset (liability) recognized in the consolidated balance sheets	$ 68.2	$ 64.9	$(18.7)	$(19.6)

9) RETIREE HEALTH CARE

Several of the Company's subsidiaries currently provide retiree health care benefits for certain employee groups. In 1992, the Company adopted SFAS No. 106, "Employers' Accounting for Postretirement Benefits Other than Pensions." This standard requires that the expected cost of retiree health benefits be charged to expense during the years that the employees render service rather than the Company's past practice of recognizing these costs on a cash basis. As part of adopting this standard, the Company recorded, in the first quarter of 1992, a one-time, non-cash charge against earnings of $71.7 million before taxes and $44.1 million after taxes, or $0.29 per share. The Company had previously recorded $37.5 million relating to this liability. This cumulative adjustment as of January 1, 1992 represents the discounted present value of expected future retiree health benefits attributed to employees' service rendered prior to that date. The effect of the change on 1992 net income before cumulative effect of accounting change was not material to any of the consolidated financial statements.

The components of the net postretirement health care cost are as follows:

	1994	1993	1992
	(In millions)		
Service cost-benefits attributed to service during the period	$ 2.0	$ 1.1	$ 1.3
Interest cost on accumulated postretirement benefit obligation	7.3	8.1	8.4
Net postretirement health care cost	$ 9.3	$ 9.2	$ 9.7

A reconciliation of the accumulated postretirement benefit obligation to the liability recognized in the consolidated balance sheets is as follows:

	1994	1993	1992
	(In millions)		
Accumulated postretirement benefit obligation:			
Retirees	$ (65.2)	$ (73.0)	$ (79.5)
Fully eligible active plan participants	(6.0)	(5.2)	(8.2)
Other active plan participants	(21.1)	(22.8)	(20.9)
Accumulated postretirement benefit obligation	(92.3)	(101.0)	(108.6)
Market value of assets	-	-	-
Funded status	(92.3)	(101.0)	(108.6)
Unrecognized net(gain)	(16.7)	(8.4)	(0.3)
Other Noncurrent Liability	$(109.0)	$(109.4)	$(108.9)

The actuarial calculation assumes a 12% increase in the health care cost trend rate for fiscal year 1994. The assumed rate decreases one percent every year through the sixth year to six percent and remains constant beyond that point. The health care cost trend rate has a significant effect on the amounts reported. For example, a one percentage point increase in the health care cost trend rate would increase the accumulated postretirement benefit obligation by $6.0 million and increase net periodic cost by $0.8 million. The discount rate used in determining the accumulated postretirement benefit obligation was 8% in 1994, 7.25% in 1993 and 7.75% in 1992.

10) STOCKHOLDERS' EQUITY AND PER SHARE DATA

The Company's common stock consists of 300.0 million authorized shares, with a par value of $1 per share. Of the total unissued common shares at December 31, 1994, total shares in reserve included 10.1 million shares for issuance under the Company's stock option plans.

Each share of common stock includes a preferred stock purchase right (a "Right"). Each Right will entitle the holder, until the earlier of October 31, 1998 or the redemption of the Rights, to buy one four-hundredth of a share of a new series of preferred stock, denominated "Junior Participating Preferred Stock, Series B," at a price of $25 per one four-hundredth of a share (as adjusted to reflect stock splits since the issuance of the Rights). This preferred stock is nonredeemable and will have 100 votes per share. The Company has reserved 500,000 Series B preferred shares for issuance upon exercise of such Rights. The Rights will be exercisable only if a person or group acquires 20% or more of voting power of the Company or announces a tender offer following which it would hold 30% or more of the Company's voting power.

In the event that any person becomes the beneficial owner of 30% or more of the Company's voting power, the Rights (other than Rights held by the 30% stockholder) would become exercisable for that number of shares of the Company's common stock having a market value of two times the exercise price of the Right. Furthermore, if, following the acquisition by a person or group of 20% or more of the Company's voting power, the Company were acquired in a merger or other business combination or 50% or more of its assets were sold, or in the event of certain types of self-dealing transactions by a 20% stockholder, each Right (other than Rights held by the 20% stockholder) would become exercisable for that number of shares of common stock of the Company (or the surviving company in a business combination) having a market value of two times the exercise price of the Right.

The Company may redeem the Rights at one cent per Right prior to the occurrence of an event that causes the Rights to become exercisable for common stock. The Board of Directors may terminate the Company's right to redeem the Rights under certain circumstances at any time after a group or person acquires 20% or more of the Company's voting power.

The earnings per share amounts are computed based on the weighted average monthly number of shares outstanding during the year. On September 1, 1994, a two-for-one split of the Company's common stock was effected in the form of a stock dividend of one share of stock on each share of stock outstanding at the close of business on August 15, 1994.

Accordingly, all share and per share data have been restated to retroactively reflect the stock split. Common stock was credited $1 and additional paid-in capital was charged a like amount for each share of stock issued pursuant to the stock split.

11) STOCK OPTIONS

Under the terms of the Company's stock option plans, all options are granted at prices at least equal to the market value on the date of grant and expire five years, five years and ninety days, ten years, or ten years and one day thereafter.

The following summarizes the changes in number of shares of common stock under option:

	Number of Shares	Range of Per Share Option Prices
Outstanding at December 31, 1991	3,059,524	$ 3.84 - $21.75
Stuart Hall Grants Assumed	229,110	3.88 - 10.35
Intercraft Options Granted	400,000	18.00 - 18.00
Granted	333,200	19.95 - 24.44
Exercised	(1,433,622)	3.88 - 14.88
Cancelled	(35,332)	3.88 - 13.31
Outstanding at December 31, 1992	2,552,880	3.84 - 24.44
Granted	431,860	16.44 - 19.38
Goody Grants Assumed	53,210	8.63 - 15.16
Exercised	(881,428)	3.88 - 16.44
Cancelled	(74,322)	10.35 - 10.35
Outstanding at December 31, 1993	2,082,200	3.84 - 24.44
Granted	454,400	19.88 - 22.38
Exercised	(273,196)	3.84 - 19.19
Cancelled	(107,646)	7.34 - 21.75
Outstanding at December 31, 1994	2,155,758	3.84 - 24.44

Options outstanding on December 31, 1994, are exercisable at an average price of $19.11 and expire on various dates from January 22, 1995 to November 1, 2004.

At December 31, 1994, there were 7.9 million shares available for grant of future options.

12) INCOME TAXES

During 1992, the Company adopted SFAS No. 109, "Accounting for Income Taxes." The impact of adopting this standard was not material to any of the consolidated financial statements of the Company for 1992.

The provision for income taxes consists of the following:

	1994	1993	1992
		(In millions)	
Current:			
Federal	$ 82.3	$ 70.5	$ 104.0
State	19.1	19.0	24.6
Foreign	1.6	0.9	0.6
	103.0	90.4	129.2
Deferred	30.7	19.8	(14.9)
Total	$ 133.7	$ 110.2	$ 114.3

The components of the net deferred tax asset are as follows:

	1994	1993	1992
		(In millions)	
Deferred tax assets:			
Accruals, not currently deductible for tax purposes	$ 79.5	$ 65.1	$ 47.2
Pension and postretirement accruals	44.9	48.0	43.3
Insurance accruals	14.1	11.3	10.3
Inventory valuation	6.2	2.1	-
Other	3.0	2.2	12.2
	147.7	128.7	113.0
Deferred tax liabilities:			
Accelerated depreciation	(37.1)	(26.3)	(24.9)
Prepaid pension	(24.2)	(24.5)	(20.7)
Inventory valuation	-	-	(9.9)
Unrealized gain on securities available for sale	(6.5)	-	-
Amortizable intangibles	(4.1)	-	-
Other	(2.9)	(1.6)	(2.0)
	(74.8)	(52.4)	(57.5)
Net deferred tax asset	$ 72.9	$ 76.3	$ 55.5

The net deferred tax asset is classified in the consolidated balance sheets as follows:

	1994	1993	1992
	(In millions)		
Current deferred income taxes	$ 90.1	$ 73.5	$ 39.0
Noncurrent deferred income taxes:			
Included in Other Assets	-	2.8	16.5
Liability	(17.2)	-	-
	$ 72.9	$ 76.3	$ 55.5

A reconciliation of the United States statutory rate to the effective income tax rate is as follows:

	1994	1993	1992
	(In percent)		
Statutory rate	35.0%	35.0%	34.0%
Add (deduct) effect of:			
State income taxes, net of federal income tax effect	4.5	4.5	4.8
Nondeductible goodwill charges	1.3	0.9	2.7
Miscellaneous	(0.2)	(0.4)	(0.3)
Effective rate	40.6%	40.0%	41.2%

No United States deferred taxes have been provided on undistributed non-United States subsidiary earnings of $30.5 million, which are considered to be permanently invested.

The non-United States component of income before income taxes was $3.5 million in 1994 and $1.8 million in both 1993 and 1992.

13) OTHER NONOPERATING EXPENSES(INCOME)

Total other nonoperating expenses(income) consist of the following:

	Year Ended December 31,		
	1994	1993	1992
	(In millions)		
Interest income	$ (1.0)	$ (.9)	$ (2.5)
Dividend income	(12.6)	(12.9)	(14.1)
Equity in earnings of American Tool Companies, Inc.	(5.7)	(3.8)	(3.4)
Amortization of goodwill	15.4	10.1	6.7
Net (gains)losses on:			
Sale of businesses	-	(1.2)	(82.9)
Stanley Works securities and other related costs	-	-	14.0
Marketable equity securities	(0.4)	-	(8.6)
Costs associated with legal settlements, prior acquisitions and other	2.9	0.2	13.5
Write-off of intangibles	-	-	11.7
	$ (1.4)	$ (8.5)	$(65.6)

14) OTHER OPERATING INFORMATION

INDUSTRY SEGMENTS

Since the beginning of 1993, after the sale of its closures business on December 31, 1992, over 90% of the Company's revenues are derived from consumer products and, as such, the Company operates in a single industry segment. Prior to 1993, the Company operated in two industry segments, Consumer Products and Industrial Products.

Consumer Products are sold through a variety of retail and wholesale distribution channels. Industrial Products were sold directly and through distributors. Intersegment sales were not material.

	Consumer Products	Industrial Products	Corporate & Other	Consolidated
		(In millions)		
1992				
Net sales	$1,205.7	$246.0	$ -	$1,451.7
Operating income	209.7	27.6	(4.9)	232.4
Total assets	679.9	51.2	838.5	1,569.6
Depreciation and amortization expense	35.1	7.1	11.7	53.9
Capital expenditures	61.2	13.4	3.0	77.6

GENERAL INFORMATION

The Company's segment information necessarily includes allocations of expenses and assets shared by its segments. Although such allocations were made on a reasonable basis, the assets and operating income do not necessarily reflect how such data might appear if the segments were operated as separate businesses.

Sales to Wal-Mart Stores, Inc. and subsidiaries amounted to approximately 15% of consolidated sales in 1994, and 14% in both 1993 and 1992. Each of the other customers amounted to less than 10% in all three years.

Export sales were less than 10% of consolidated sales in 1994, 1993 and 1992.

Total assets are those assets that are used in the Company's operations in each industry segment. Corporate assets are located exclusively in the United States and consist principally of cash, marketable equity securities, goodwill and notes receivable. Prior to the acquisition of Newell Europe, the Company operated principally in the North American geographic segment.

15) LITIGATION

The Company and its subsidiaries are subject to certain legal proceedings and claims, including the environmental matters described below, that have arisen in the ordinary conduct of its business. Although management of the Company cannot predict the ultimate outcome of these matters with certainty, it believes that their ultimate resolution will not have a material effect on the Company's consolidated financial statements.

The Company and its subsidiaries are also involved in various matters concerning federal and state environmental laws and regulations, including seventeen matters in which they have been identified by the U.S. Environmental Protection Agency and certain state environmental agencies as potentially responsible parties ("PRPs") at hazardous waste disposal sites under the Comprehensive Environmental Response, Compensation and Liability Act ("Superfund") and equivalent state laws. In assessing its remediation costs, the Company has considered several factors, including: the extent of the Company's volumetric contribution at each site relative to that of other PRPs; the kind of waste; where applicable, the terms of existing cost sharing and other agreements; the ability of other PRPs to share in the payment of requisite costs; the Company's prior experience with environmental remediation; environmental studies and cost estimates available to the Company; the effects of inflation on cost estimates; and the extent to which the Company's and other party's status as a PRP is disputed. Based on information currently available to it, the Company's estimate of remediation costs associated with these matters ranges between $12.5 million and $17.5 million. As of December 31, 1994, the Company had a reserve equal to $14.5 million for such remediation costs in the aggregate. Insufficient information is available to the Company to permit it reasonably to reflect any unasserted claims in its reserve or cost estimates. No insurance recovery was taken into account in determining the Company's cost estimates or reserve nor do the Company's cost estimates or reserve reflect any discounting for present value purposes.

Item 9. Changes In and Disagreements with Accountants on Accounting and Financial Disclosure

None.

PART III

Item 10. Directors and Executive Officers of the Registrant

Information regarding executive officers of the Company is included as a Supplementary Item at the end of Part I of this Form 10-K.

Information regarding directors of the Company is included in the Company's Definitive Proxy Statement for the Annual Meeting of Stockholders to be held May 10, 1995 ("Proxy Statement") under the caption "Proposal 1 -Election of Directors," which information is hereby incorporated by reference herein.

Information regarding compliance with Section 16(a) of the Exchange Act is included in the Proxy Statement under the caption "Compliance with Forms 3, 4 and 5 Reporting Requirements," which information is hereby incorporated by reference herein.

Item 11. Executive Compensation

Information regarding executive compensation is included in the Proxy Statement under the caption "Proposal 1 - Election of Directors - Information Regarding Board of Directors and Committees," the captions "Executive Compensation - Summary; - Option Grants in 1994; - Option Exercises in 1994; - Pension and Retirement Plans; and - Employment Security Agreements," and the caption "Executive Compensation Committee Interlocks and Insider Participation," which information is hereby incorporated by reference herein.

Item 12. Security Ownerships of Certain Beneficial Owners and Management

Information regarding security ownership is included in the Proxy Statement under the caption "Certain Beneficial Owners," which information is hereby incorporated by reference herein.

Item 13. Certain Relationships and Related Transactions

Not Applicable.

PART IV

Item 14. Exhibits, Financial Statement Schedules and Reports on Form 8-K

(a) (1) The following is a list of the financial statements of Newell Co. included in this report on Form 10-K which are filed herewith pursuant to Item 8:

Report of Independent Public Accountants

Consolidated Statements of Income - Years Ended December 31, 1994, 1993 and 1992

Consolidated Balance Sheets - December 31, 1994, 1993 and 1992

Consolidated Statements of Cash Flows - Year Ended December 31, 1994, 1993 and 1992

Consolidated Statements of Stockholders' Equity - Years Ended December 31, 1994, 1993 and 1992

Notes to Consolidated Financial Statements - December 31, 1994, 1993 and 1992

(2) The following is a list of the consolidated financial statement schedules of the Company included in this report on Form 10-K which are filed herewith pursuant to Item 14(d) and appear immediately preceeding the Exhibit Index:

Schedule VIII - Valuation and Qualifying Accounts

(3) The exhibits filed herewith are listed on the Exhibit Index filed as part of this report on Form 10-K. Each management contract or compensatory plan or arrangement of the Company listed on the Exhibit Index is separately identified by an asterisk.

(b) Reports on Form 8-K

(1) Registrant filed a Report on Form 8-K dated October 18, 1994 reporting the issuance of a press release announcing the completion of its purchase of Faber-Castell Corporation.

(2) Registrant filed a Report on Form 8-K dated October 20, 1994 reporting the issuance of a press release regarding the results for the quarter ended September 30, 1994.

(3) Registrant filed a Report on Form 8-K dated November 30, 1994 reporting the issuance of a press release announcing the completion of its purchase of Corning's European consumer business.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

NEWELL CO.
Registrant
By /s/ William T. Alldredge
William T. Alldredge
Vice President-Finance
Date March 24, 1995

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below on March 24, 1995, by the following persons on behalf of the Registrant and in the capacities indicated.

Signature	Title
/s/ William P. Sovey William P. Sovey	Vice Chairman and Chief Executive Officer (Principal Executive Officer)
/s/ Thomas A. Ferguson Thomas A. Ferguson	President and Chief Operating Officer and Director
/s/ Donald L. Krause Donald L. Krause	Senior Vice President-Corporate Controller (Principal Accounting Officer)
/s/ William T. Alldredge	Vice President-Finance (Principal Financial Officer)
/s/ Daniel C. Ferguson Daniel C. Ferguson	Chairman of the Board
/s/ William R. Cuthbert William R. Cuthbert	Director
/s/ Alton F. Doody Alton F. Doody	Director
/s/ Gary H. Driggs Gary H. Driggs	Director
/s/ Robert L. Katz Robert L. Katz	Director

/s/ John J. McDonough Director

John J. McDonough

/s/ Allan P. Newell Director

Allan P. Newell

/s/ Henry B. Pearsall Director

Henry B. Pearsall

SCHEDULE VIII - VALUATION AND QUALIFYING ACCOUNTS
NEWELL CO. AND SUBSIDIARIES

Column A	Column B	Column C		Column D	Column E
		Additions			
Description	Balance at Beginning of Period	Charged to costs and expenses	Charged to other accounts (A)	Deductions (B)	Balance at end of period
Allowance for doubtful accounts:					
Year ended					
December 31, 1994	$6,226	$2,780	$3,996	$(2,116)	$10,886
Year ended December 31, 1993	5,577	2,068	1,420	(2,839)	6,226
Year ended December 31, 1992	4,104	1,493	2,028	(2,048)	5,577

Note A - Represents recovery of accounts previously written off, along with reserves of acquired businesses.

Note B - Represents accounts charged off.

(C) EXHIBIT INDEX

		Exhibit Number	Description of Exhibit
Item 3.	Articles of Incorporation and By-Laws	3.1	Restated Certificate of Incorporation of Newell Co., as amended as of November 3, 1994.
		3.2	By-Laws of Newell Co., as amended through November 2, 1994.
Item 4.	Instruments defining the rights of security holders, including indentures	4.1	Restated Certificate of Incorporation of Newell Co., as amended as of November 3, 1994, is included in item 3.1.
			4.2 By-Laws of Newell Co., as amended through November 2, 1994, are included in Item 3.2.
		4.3	Rights Agreement dated as of October 20, 1988 between the Company and First Chicago Trust Company of New York (formerly known as Morgan Shareholders Services Trust Company)(incorporated by reference to Exhibit 4 to the Company's Current Report on Form 8-K dated October 25, 1988).
		4.4	Indenture dated as of April 15, 1992, between the Company and The Chase Manhattan Bank (National Association). Trustee (incorporated by reference to Exhibit 4.4 to the Company's Report on Form 8 amending the Company's Quarterly Report on Form 10-Q for the period ended March 31, 1992).
			Pursuant to item 601(b)(4)(iii)(A) of Regulation S-K, the Company is not filing certain documents. The Company agrees to furnish a copy of each such document upon the request of the Commission.
Item 10.	Material Contracts	*10.1	The Newell Long-Term Savings and Investment Plan, as amended and restated effective May 1, 1993 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 1993 (the "June 1993 Form 10-Q").

Exhibit Number	Description of Exhibit
*10.2	The Company's Amended and Restated 1984 Stock Option Plan, as amended through February 14, 1990 (incorporated by reference to Exhibit 10.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 1990 (the "1990 Form 10-K")).
*10.3	a. Newell Operating Company's Deferred Compensation Plan, effective August 1, 1980 (incorporated by reference to Exhibit 10.7 to the Company's Registration Statement on Form S-14, File No. 2-71121, filed March 4, 1981 (the "1981 Form S-14")).
	b. Amendment I to Newell Operating Company's Deferred Compensation Plan, effective October 22, 1986 (incorporated by reference to Exhibit 10.5b to the Company's Annual Report on Form 10-K for the year ended December 31, 1986 (File No. 0-7843 (the "1986 Form 10-K")).
*10.4	Newell Operating Company's ROA Cash Bonus Plan, effective January 1, 1977, as amended (incorporated by reference to Exhibit 10.8 to the 1981 Form S-14).
*10.5	Newell Operating Company's ROI Cash Bonus Plan, effective July 1, 1966, as amended (incorporated by reference to Exhibit 10.9 to the 1981 Form S-14).
*10.6	Newell Operating Company's Pension Plan for Salaried and Clerical Employees, as amended and restated, effective January 1, 1989 (incorporated by reference to Exhibit 10.2 to the June 1993 Form 10-Q).

Exhibit Number	Description of Exhibit
*10.7	Newell Operating Company's Pension Plan for Factory and Distribution Hourly-Paid Employees, as amended and restated, effective January 1, 1984 (incorporated by reference to Exhibit 10.10 to the Company's Annual Report on Form 10-K for the year ended December 31, 1985 (File No. 0-7843)(the "1985 Form 10-K")).
*10.8	Newell Operating Company's Supplemental Retirement Plan for Key Executives, effective January 1, 1982, as amended (incorporated by reference to Amendment No. 2 to the Company's Registration Statement on Form S-14, File No. 2-71121, filed February 2, 1982).
10.9	Securities Purchase Agreement dated June 21, 1985 between American Tool Companies, Inc. and the Company (incorporated by reference to Exhibit 10.13 to the 1985 Form 10-K).
*10.10	Form of Employment Security Agreement with six executive officers (incorporated by reference to Exhibit 10.10 to the 1990 Form 10-K).
10.11	Letter Agreement dated as of August 13, 1991 between The Black & Decker Corporation and the Company (incorporated by reference to Exhibit 1 to the Company's Statement on Schedule 13D dated August 22, 1991).
10.12	Standstill Agreement dated as of September 24, 1991 between The Black & Decker Corporation and the Company (incorporated by reference to Exhibit 3 to Amendment No. 1 to the Company's Statement on Schedule 13D dated September 26, 1991 (the "Schedule 13D Amendment")).

Exhibit Number	Description of Exhibit
10.13	Receivables Sale Agreement dated September 6, 1991 among the Company, Asset Securitization Cooperative Corporation ("ASCC") and Canadian Imperial Bank of Commerce, as Administrative Agent ("Canadian Imperial Bank") (incorporated by reference to Exhibit 4 to the Schedule 13D Amendment).
10.14	Stock Purchase Agreement dated as of October 23, 1992 among CMB Holdings (USA), Inc., Anchor Hocking Corporation and the Company (incorporated by reference to Exhibit 2 to the Company's Current Report on Form 8-K dated October 23, 1992).
*10.15	Newell Co. 1993 Stock Option Plan, effective February 9, 1993 (incorporated by reference to the Company's Registration Statement on Form S-8, File No. 33-67632, filed August 19, 1994).
10.16	Credit Agreement dated as of August 13, 1993, amended and restated as of November 19, 1993, among the Company, certain of its affiliates, The Chase Manhattan Bank (National Association), as Agent, and the banks whose names appear on the signature pages thereto (incorporated by reference to Exhibit 10.18 to the Company's Annual Report on Form 10-K for the year ended December 31, 1993 (the "1993 Form 10-K)).
10.17	Agreement and Plan of Merger dated August 2, 1993 among the Company, GPI Acquisition Co. and Goody Products, Inc. (incorporated by reference to Exhibit 1 to Amendment No. 9 to the Company's Statement on Schedule 13D dated August 5, 1993).
10.18	Form of Placement Agency Agreement relating to private placement to accredited investors of unsecured notes of the Company (incorporated by reference to Exhibit 10.20 to the 1993 Form 10-K).

		Exhibit Number	Description of Exhibit
		10.19	364-Day Credit Agreement dated as of November 19, 1993 among the Company, certain of its affiliates, The Chase Manhattan Bank (National Association), as Agent and the banks whose names appear on the signature pages thereto (incorporated by reference to Exhibit 10.21 to the 1993 Form 10K).
		10.20	364-Day Credit Agreement dated as of August 11, 1994 among the Company, certain of its affiliates, The Chase Manhattan Bank (National Association), as Agent and the banks whose names appear on the signature pages thereto.
Item 21.	Subsidiaries of the Registrant	21.1	Subsidiaries of the Company.
Item 23.	Consent of experts and counsel	23.1	Consent of Arthur Andersen LLP.
Item 27.	Financial Data Schedule	27	Financial Data Schedule.

* Management contract or compensatory plan or arrangement of the Company.

Filed May 18, 1987 at 3:00 p.m.
Delaware Secretary of State

RESTATED CERTIFICATE OF INCORPORATION
OF
NEW NEWELL CO.

NEW NEWELL CO., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is NEW NEWELL CO. (the "Corporation"). The date of filing the Corporation's original Certificate of Incorporation with the Secretary of State of the State of Delaware was February 23, 1987.

2. The text of the Certificate of Incorporation of the Corporation as amended or supplemented heretofore and herewith is hereby restated to read as herein set forth in full:

FIRST: the name of the Corporation is NEW NEWELL CO.

SECOND: The address of the Corporation's registered office in the State of Delaware is 229 South State Street in the City of Dover, County of Kent. The name of the Corporation's registered agent at such address is United States Corporation Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares which the Corporation shall have authority to issue is 56,000,000, consisting of 50,000,000 shares of Common Stock of the par value of $1.00 per share and 6,000,000 shares of Preferred Stock, consisting of 10,000 shares without par value and 5,990,000 shares of the par value of $1.00 per share. The designations and the powers, preferences and rights, and the qualifications, limitations and restrictions thereof, of each of the classes of stock of the Corporation are as follows:

A. Common Stock. Each holder of Common Stock shall be entitled to one (1) vote for each such share of Common Stock.

B. Preferred Stock. The Preferred Stock shall be issued from time to time in one or more series with such distinctive serial designations and (a) may have such voting powers, full or limited, or may be without voting powers; (b) may be subject to redemption at such time or times and at such price or prices; (c) may be entitled to receive dividends (which may be cumulative or noncumulative) at such rate or rates, on such conditions, and at such times, and payable in preference to, or in such relation to, the dividends payable on any

other class or classes of stock; (d) may have such rights upon the dissolution of, or upon any distribution of the assets of, the Corporation; (e) may be made convertible into, or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock of the Corporation, at such price or prices or at such rates of exchange and with such adjustments; and (f) shall have such other relative, participating, optional or other special rights, qualifications, limitations or restrictions thereof, all as shall hereafter be stated and expressed in the resolution or resolutions providing for the issue of such Preferred Stock from time to time adopted by the Board of Directors pursuant to authority so to do which is hereby expressly vested in the Board.

C. Increase in Authorized Shares. The number of authorized shares of any class of stock of the Corporation may be increased by the affirmative vote of a majority of the stock of the Corporation entitled to vote thereon, without a vote by class or by series.

FIFTH: The name and mailing address of the incorporator of the Corporation is as follows:

Name	Address
Lori E. Simon	Schiff Hardin & Waite 7200 Sears Tower Chicago, Illinois 60606

SIXTH: A. The Board of Directors shall be divided into three classes (which at all times shall be as nearly equal in number as possible). The initial term of office of the first class ("Class I") shall expire at the 1988 annual meeting of stockholders, the initial term of office of the second class ("Class II") shall expire at the 1989 annual meeting of stockholders, and the initial term of office of the third class ("Class III") shall expire at the 1990 annual meeting of stockholders. At each annual meeting of stockholders following such initial classification, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election. The foregoing notwithstanding, each director shall serve until his successor shall have been duly elected and qualified, unless he shall cease to serve by reason of death, resignation or other cause. If the number of directors is changed, any increase or decease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, but in no case shall a decrease in the number of directors shorten the term of any incumbent director.

B. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and the Board of Directors shall determine the rights, powers, duties, rules and procedures that shall affect the power of the Board of Directors to manage and direct the business and affairs of the Corporation.

C. Newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation or other cause may be filled only by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director. Any director so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of office of the class to which he has been elected expires.

D. The provisions set forth in paragraphs A and C of this Article SIXTH are subject to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect additional directors under specified circumstances as set forth in this Restated Certificate of Incorporation or in a resolution providing for the issuance of such stock adopted by the Board of Directors pursuant to authority vested in it by this Restated Certificate of Incorporation.

E. In addition to the voting requirements imposed by law or by any other provision of this Restated Certificate of Incorporation, this Article SIXTH may not be amended, altered or repealed in any respect, nor may any provision inconsistent with this Article SIXTH be adopted, unless such action is approved by the affirmative vote of the holders of at least 75% of the total voting power of all shares of stock of the Corporation entitled to vote in the election of directors generally, considered for purposes of this Article SIXTH as one class.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the By-Laws of the Corporation.

EIGHTH: A. Subject to the rights of holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect additional directors under specified circumstances as set forth in this Restated Certificate of Incorporation or in a resolution providing for the issuance of such stock adopted by the Board of Directors pursuant to authority vested in it by this Restated Certificate of Incorporation, nominations for the election of directors may be made by the Board of Directors or by a committee appointed by the Board of Directors, or by any stockholder entitled to vote in the election of directors generally provided that such stockholder has given actual written notice of such stockholders' intent to make such nomination or nominations to the Secretary of the

Corporation not later than (1) with respect to an election to be held at an annual meeting of stockholders, 90 days prior to the anniversary date of the immediately preceding annual meeting of stockholders, and (2) with respect to an election to be held at a special meeting of stockholders for the election of directors, the close of business on the seventh day following (a) the date on which notice of such meeting is first given to stockholders or (b) the date on which public disclosure of such meeting is made, whichever is earlier.

B. Each such notice shall set forth: (1) the name and address of the stockholder who intends to make the nomination and of the person or persons to be nominated; (2) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (3) a description of all arrangements or understandings involving any two or more of the stockholders, each such nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by the stockholder or relating to the Corporation or its securities or to such nominee's service as a director if elected; (4) such other information regarding each nominee proposed by such stockholder as would be required to be included in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission had the nominee been nominated, or intended to be nominated, by the Board of Directors; and (5) the consent of each nominee to serve as a director of the Corporation if so elected. The chairman of the meeting may refuse to acknowledge the nomination of any person not made in compliance with the foregoing procedure.

C. In addition to the voting requirements imposed by law or by any other provision of this Restated Certificate of Incorporation, this Article EIGHTH may not be amended, altered or repealed in any respect, nor may any provision inconsistent with this Article EIGHTH be adopted, unless such action is approved by the affirmative vote of the holders of at least 75% of the total voting powers of all shares of stock of the Corporation entitled to vote in the election of directors generally, considered for purposes of this Article EIGHTH as one class.

NINTH: A. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders.

B. In addition to the voting requirements imposed by law or by any other provision of this Restated Certificate of Incorporation, this Article NINTH may not be amended, altered or repealed in any respect, nor may any provision inconsistent with this Article NINTH be

adopted, unless such action is approved by the affirmative vote of the holders of at least 75% of the total voting power of all shares of stock of the Corporation entitled to vote in the election of directors generally, considered for purposes of this Article NINTH as one class.

TENTH: A. Notwithstanding any other provision of this Restated Certificate of Incorporation and in addition to any affirmative vote which may be otherwise required, no Business Combination shall be effected or consummated except as expressly provided in paragraph B of this Article TENTH, unless such Business Combination has been approved by the affirmative vote of the holders of at least 75% of the Voting Shares.

B. The provisions of Article TENTH shall not apply to any Business Combination if:

1. The Business Combination has been approved by a resolution adopted by a majority of those members of the Board of Directors who are not Interested Directors with respect to the Business Combination; or

2. All of the following conditions have been met: (a) the aggregate amount of the cash and the Fair Market Value of Other Consideration to be received for each share of Common Stock in the Business Combination by holders thereof is not less than the higher of: (i) the highest per share price (including any brokerage commissions, transfer taxes, soliciting dealer's fees, dealer-management compensation and similar expenses) paid or payable by an Interested Party with an interest in the Business Combination to acquire beneficial ownership of any shares of Common Stock within the two-year period immediately prior to the first public announcement of the proposed Business Combination (the "Announcement Date"), or (ii) the highest market price per share of the Common Stock on the Announcement Date or on the date on which the Interested Party became an Interested Party, whichever is higher; (b) the consideration to be received in the Business Combination by holders of Common Stock other than an Interested Party with an interest in the Business Combination shall be either in cash or in the same form used by an Interested Party with an interest in the Business Combination to acquire the largest number of shares of Common Stock acquired by all Interested Parties with an interest in the Business Combination from one or more persons who are not Interested Parties with an interest in the Business Combination; and (c) at the record date for the determination of stockholders entitled to vote on the proposed Business Combination, there shall be one or more directors of the Corporation who are not Interested Directors with respect to the Business Combination.

C. For purposes of this Article TENTH.

1. An "Associate" of a specified person is (a) a person that, directly or indirectly (i) controls, is controlled by, or is under common control with, the specified person, (ii) is the beneficial owner of 10% or more of any class of the equity securities of the specified person, or (iii) has 10% or more of any class of its equity securities beneficially owned, directly or indirectly, by the specified person; (b) any person (other than the Corporation or a Subsidiary) of which the specified person is an officer, director, partner or other official and any officer, director, partner or other official of the specified person; (c) any trust or estate in which the specified person serves as trustee or in a similar fiduciary capacity, or any trustee or similar fiduciary of the specified person; and (d) any relative or spouse who has the same home as the specified person or who is an officer or director of any person (other than the Corporation or a Subsidiary), directly or indirectly, controlling, controlled by or under common control with the specified person. No director of the Corporation, however, shall be deemed to be an Associate of any other director of the Corporation by reason of such service as a director or by concurrence in any action of the Board of Directors.

2. "Beneficial Ownership" of any Voting Shares shall be determined pursuant to Rule 13d-3 under the Securities Exchange Act of 1934 as in effect on the date on which this Article TENTH is approved by the stockholders of the Corporation, provided, however, that a person shall in any event, be the beneficial owner of any Voting Shares; (a) which such person, or any of such person's Associates, beneficially owns, directly or indirectly; (b) which such person or any of such person's Associates, directly or indirectly, (i) has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding; or upon the exercise of conversion rights, exchange rights, warrants or options; or pursuant to the power to revoke a trust, discretionary account or other arrangement; or (ii) has or shares the power, or has the right to acquire (whether such right is exercisable immediately or only after the passage of time) the exclusive or shared power, to vote or direct the vote pursuant to any agreement, arrangement, relationship or understanding; or pursuant to the power to revoke a trust, discretionary account or other arrangement; or (c) which are beneficially owned, directly or indirectly, by any other person with which such first-mentioned person or any of its Associates has any agreement, arrangement or understanding, or is acting in concert with respect to acquiring, holding, voting or disposing of any Voting Shares; provided, however, that no director of the Corporation

shall be deemed to be acting in concert with any other director of the Corporation by reason of such service as a director or by concurrence in any action of the Board of Directors.

3. "Business Combination" shall mean: (a) any merger or consolidation of the Corporation or any Subsidiary with or into any Interested Party or any Associate or an Interested Party; (b) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one or a series of related transactions) of all or any Substantial Part of the Consolidated Assets of the Corporation to or with any Interested Party or any Associate of an Interested Party; (c) any issuance, sale, exchange, transfer or other disposition by the Corporation or any Subsidiary (in one or a series of related transactions) of any securities of the Corporation or any Subsidiary to or with any Interested Party or any Associate of an Interested Party; or (d) any spin-off, split-up, reclassification of securities (including any reverse stock split), recapitalization, reorganization, liquidation or dissolution of the Corporation with any Subsidiary or any other transaction involving the Corporation or any Subsidiary (whether or not with or otherwise involving an Interested Party) that has the effect, directly or indirectly, of increasing the proportionate interest of any Interested Party or any Associate of an Interested Party in the equity securities or assets of the Corporation or any Subsidiary.

4. "Fair Market Value" means: (a) in the case of stock, the average closing sale price during the 30-day period immediately preceding the date in question of a share of such stock on the Composite Tape for the New York Stock Exchange Listed Stocks, or, if such stock is not quoted on the Composite Tape on the New York Stock Exchange, or, if such stock is not listed on such exchange, on the principal United States securities exchange registered under the Securities Exchange Act of 1934 on which such stock is listed, or, if such stock is not listed on any such exchange, the average closing bid quotation with respect to a share of such stock during the 30-day period immediately preceding the date in question on the National Association of Securities Dealers, Inc. Automated Quotation System or any system then in use, provided that, if no such prices or quotations are available, or if a majority of those members of the Board of Directors who are not Interested Directors with respect to the Business Combination determine that such prices or quotations do not represent fair market value, the Fair Market Value of such stock shall be determined pursuant to clause (b) below; and (b) in the case of property other than cash or stock, or in the case of stock as to which Fair Market Value is not determined pursuant to clause (a) above, the Fair Market Value on the date in question as determined by a majority of those members of the Board of

Directors who are not Interested Directors with respect to the Business Combination. In making any such determination, the Board of Directors may, but shall not be required to, engage the services of an Investing Banking Firm.

5. "Interested Director" shall mean each director of the Corporation who (a) is an Interested Party or an Associate of an Interested Party; (b) has an Associate who is an Interested Party; (c) was nominated or proposed to be elected as a director of the Corporation by an Interested Party or an Associate of an Interested Party; or (d) is, or has been nominated or proposed to be elected as, an officer, director or employee of an Interested Party or of an Associate of an Interested Party.

6. "Interested Party" shall mean any person (other than the Corporation or a Subsidiary) that is the beneficial owner, directly or indirectly, of 5% or more of the Voting Shares (a) in connection with determining the required vote by stockholders on any Business Combination, as of any of the following dates: the record date for the determination of stockholders entitled to notice of or to vote on such Business Combination or immediately prior to the consummation of any such Business Combination or the adoption by the Corporation of any plan or proposal with respect thereto; (b) in connection with determining the required vote by stockholders on any amendment, alteration or repeal of, or adoption of a provision inconsistent with, this Article TENTH pursuant to paragraph E of this Article TENTH, as of the record date for the determination of stockholders entitled to notice and to vote on such amendment, alteration, repeal or inconsistent provision; and (c) in connection with determining whether a director is an "Interested Director" in respect of any determination made by the Board of Directors pursuant to paragraph D of this Article TENTH, as of the date at which the vote on such recommendation or determination is being undertaken, or as close as is reasonably practicable to such date.

7. An "Investment Banking Firm" shall mean an investment banking firm that has not previously been associated with any Interested Party with an interest in the Business Combination, which is selected by a majority of the directors of the Corporation who are not Interested Directors with respect to the Business Combination, engaged solely on behalf of the holders of Common Stock other than Interested Parties with an interest in the Business Combination, and paid a reasonable fee for its services.

8. "Other Consideration" shall include (without limitation) Common Stock and/or any other class or series of stock of the Corporation retained by stockholders of the

Corporation in the event of a Business Combination in which the Corporation is the surviving corporation.

9. A "Person" shall include (without limitation) any natural person, corporation, partnership, trust or other entity, organization or association, or any two or more persons acting in concert or as a syndicate, joint venture or group.

10. "Subsidiary" shall mean any corporation of which a majority of any class of equity securities is owned, directly or indirectly, by the Corporation; provided, however, that for purposes of paragraph C.6 of this Article TENTH, the term "Subsidiary" shall mean only a corporation of which a majority of each class of equity securities is owned, directly or indirectly, by the Corporation.

11. "Substantial Part of the Consolidated Assets" of the Corporation shall mean assets of the Corporation and/or any Subsidiary having a book value (determined in accordance with generally accepted accounting principles) in excess of 10% of the book value (determined in accordance with generally accepted accounting principles) of the total consolidated assets of the Corporation and all Subsidiaries which are consolidated for public financial reporting purposes, at the end of its most recent quarterly fiscal period ending prior to the time the determination is made for which financial information is available.

12. "Voting Shares" shall mean the outstanding shares of all classes of stock of the Corporation entitled to vote for the election of directors generally, considered for purposes of this Article TENTH as one class. "Voting Shares" shall include shares deemed owned by any Interested Party or any Associate of an Interested Party through application of paragraph C.2 of this Article TENTH, but shall not include any other shares which may be issuable based upon a right to acquire such shares (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or pursuant to the power to revoke a trust, discretionary account, or other arrangement or otherwise.

D. A majority of those members of the Board of Directors who are not Interested Directors with respect to the Business Combination shall have the power and duty to interpret the provisions of this Article TENTH and to make all determinations to be made under this Article TENTH. Any such interpretation or determination shall be conclusive and binding for all purposes of this Article TENTH.

E. In addition to the voting requirements imposed by law or by any other provision of this Restated Certificate of Incorporation, the provisions set forth in this Article TENTH may not be amended, altered or repealed in any respect, nor may any provision inconsistent with this Article TENTH be adopted, unless such action is approved by the affirmative vote of the holders of at least 75% of the Voting Shares.

F. Nothing contained in this Article TENTH shall be construed to relieve any Interested Party from any fiduciary obligation imposed by law.

ELEVENTH: Except as otherwise provided in this Restated Certificate of Incorporation, the Board of Directors shall have authority to authorize the issuance, from time to time without any vote or other action by the stockholders, of any or all shares of stock of the Corporation of any class at any time authorized, any securities convertible into or exchangeable for any such shares so authorized, and any warrant, option or right to purchase, subscribe for or otherwise acquire, shares of stock of the Corporation of any class at any time authorized, in each case to such persons and for such consideration and on such terms as the Board of Directors from time to time in its discretion lawfully may determine; provided, however, that the consideration for the issuance of shares of stock of the corporation having par value shall not be less than such par value. Stock so issued, for which the consideration has been paid to the Corporation, shall be fully paid stock, and the holders of such stock shall not be liable to any further call or assessments thereon.

TWELFTH: No holder of stock of any class of the Corporation or of any security convertible into, or of any warrant, option or right to purchase, subscribe for or otherwise acquire, stock of any class of the Corporation, whether now or hereafter authorized, shall, as such holder, have any pre-emptive right whatsoever to purchase, subscribe for or otherwise acquire, stock of any class of the Corporation or any security convertible into, or any warrant, option or right to purchase, subscribe for or otherwise acquire, stock of any class of the Corporation, whether now or hereafter authorized.

THIRTEENTH: Anything herein contained to the contrary notwithstanding, any and all right, title, interest, and claim in or to any dividends declared, or other distributions made, by the Corporation, whether in cash, stock or otherwise, which are unclaimed by the stockholder entitled thereto for a period of six years after the close of business on the payment date, shall be and be deemed to be extinguished and abandoned; and such unclaimed dividends or other distributions in the possession of the Corporation, its transfer agents or other agents or depositaries, shall at such time become the absolute property of the Corporation, free and clear of any and all claims of any persons whatsoever.

FOURTEENTH: A. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was or has agreed to become a director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a director or officer of another Corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against costs, charges and other expenses (including attorneys' fees) ("Expenses"), judgments, fines and amount paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding and any appeal thereof if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. For purposes of this Article, "serving or has agreed to serve at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise" shall include any service by a director or officer of the Corporation as a director, officer, employee, agent or fiduciary of such other Corporation, partnership, joint venture, trust or other enterprise, or with respect to any employee benefit plan (or its participants or beneficiaries) of the Corporation or any such other enterprise.

B. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was or has agreed to become a director or officer of the Corporation or is or was serving or has agreed to serve at the request of the Corporation as a director or officer of another Corporation, partnership, joint venture, trust or other enterprise or by reason of any action alleged to have been taken or omitted in such capacity against Expenses actually and reasonably incurred by him in connection with the investigation, defense or settlement of such action or suit and any appeal thereof if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall

have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such Expenses which the Court of Chancery of Delaware or such other court shall deem proper.

C. To the extent that any person referred to in paragraphs (A) or (B) of this Article has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any action, suit or proceeding referred to therein or in defense of any claim, issue or matter therein, he shall be indemnified against Expenses actually and reasonably incurred by him in connection therewith.

D. Any indemnification under paragraphs (A) or (B) of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (A) or (B). Such determination shall be made (i) by the board of directors by a majority vote of a quorum (as defined in the By-Laws of the Corporation) consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

E. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding and appeal upon receipt by the Corporation of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation.

F. The determination of the entitlement of any person to indemnification under paragraphs (A), (B) or (C) or to advancement of Expenses under paragraph (E) of this Article shall be made promptly, and in any event within 60 days after the Corporation has received a written request for payment from or on behalf of a director or officer and payment of amounts due under such sections shall be made immediately after such determination. If no disposition of such request is made within said 60 days or if payment has not been made within 10 days thereafter, or if such request is rejected, the right to indemnification or advancement of Expenses provided by this Article shall be enforceable by or on behalf of the director or officer in any court of competent jurisdiction. In addition to the other amounts due

under this Article, Expenses incurred by or on behalf of a director or officer in successfully establishing his right to indemnification or advancement of Expenses, in whole or in part, in any such action (or settlement thereof) shall be paid by the Corporation.

G. The indemnification and advancement of Expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of Expenses may be entitled under any law (common or statutory), By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, or while employed by or acting as a director or officer of the Corporation or as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Notwithstanding the provisions of this Article, the Corporation shall indemnify or make advancement of Expenses to any person referred to in paragraphs (A) or (B) of this Article to the full extent permitted under the laws of Delaware and any other applicable laws, as they now exist or as they may be amended in the future.

H. All rights to indemnification and advancement of Expenses provided by this Article shall be deemed to be a contract between the Corporation and each director or officer of the Corporation who serves, served or has agreed to serve in such capacity, or at the request of the Corporation as director or officer of another corporation, partnership, joint venture, trust or other enterprise, at any time while this Article and the relevant provisions of the Delaware General Corporation Law or other applicable law, if any, are in effect. Any repeal or modification of this Article, or any repeal or modification of relevant provisions of the Delaware General Corporation Law or any other applicable law, shall not in any way diminish any rights to indemnification of or advancement of Expenses to such director or officer or the obligations of the Corporation.

I. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was or has agreed to become a director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

J. The Board of Directors may, by resolution, extend the provisions of this Article pertaining to indemnification and

advancement of Expenses to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was or has agreed to become an employee, agent or fiduciary of the Corporation or is or was serving or has agreed to serve at the request of the Corporation as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise or with respect to any employee benefit plan (or its participants or beneficiaries) of the corporation or any such other enterprise.

K. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

FIFTEENTH: No person who was or is a director of this Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for breach of the duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (iii) under Section 174 of the Delaware General Corporation Law; or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the effective date of this Article to further eliminate or limit, or to authorize further elimination or limitation of, the personal liability of directors for breach of fiduciary duty as a director, then the personal liability of a director to this Corporation or its stockholders shall be eliminated or limited to the full extent permitted by the Delaware General Corporation Law, as so amended. For purposes of this Article, "fiduciary duty as a director" shall include any fiduciary duty arising out of serving at the request of this Corporation as a director of another corporation, partnership, joint venture, trust or other enterprise, and "personally liable to the Corporation" shall include any liability to such other Corporation, partnership, joint venture, trust or other enterprise, and any liability to this Corporation in its capacity as a security holder, joint venturer, partner, beneficiary, creditor or investor of or in any such other corporation, partnership, joint venture, trust or other enterprise.

Any repeal or modification of the foregoing paragraph by the stockholders of this Corporation shall not adversely affect the elimination or limitation of the personal liability of a director for any act or omission occurring prior to the effective date of such repeal or modification. This provision shall not eliminate or limit the liability of a director for any act or omission occurring prior to the effective date of this Article.

SIXTEENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders of this Corporation, as the case may be, and also this Corporation.

SEVENTEENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the stockholders herein are granted subject to this reservation.

Notwithstanding the foregoing, the provisions set forth in Articles SIXTH, EIGHTH, NINTH, and TENTH may not be amended, altered or repealed in any respect nor may any provision inconsistent with any of such Articles be adopted unless such amendment, alteration, repeal or inconsistent provision is approved as specified in each such respective Article.

3. This Restated Certificate of Incorporation was duly authorized by a resolution duly adopted and approved by consent of the sole Director, dated as of May 1, 1987, the Corporation not yet having received payment for any of its stock, in accordance with the provisions of Section 241 and Section 245 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, New Newell Co. has caused this Restated Certificate of Incorporation to be signed by William T. Alldredge, its

Vice President-Finance, and attested by Roland E. Knecht, its Secretary this 18th day of May, 1987.

NEW NEWELL CO.

William T. Alldredge
Vice President-Finance

ATTEST:

Roland E. Knecht
Secretary

Filed June 23, 1987 at 9:01 a.m.
877174060 Delaware Secretary of State

CERTIFICATE OF DESIGNATIONS AS TO THE RESOLUTION PROVIDING FOR THE POWERS DESIGNATION, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER RIGHTS, AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS THEREOF, AS ARE NOT STATED AND EXPRESSED IN THE RESTATED CERTIFICATE OF INCORPORATION OR IN ANY AMENDMENT THERETO, OF THE

CUMULATIVE PREFERRED STOCK

($2,000 Stated Value)

of

NEW NEWELL CO.

Pursuant to Section 151 of the
General Corporation Law of the State of Delaware

The undersigned DOES HEREBY CERTIFY that the following resolution was duly adopted by the written consent of the sole director of New Newell Co., a Delaware corporation, on May 18, 1987:

RESOLVED by the Board of Directors of New Newell Co., a Delaware corporation (the "Corporation"), that, pursuant to authority expressly granted to it by the Restated Certificate of Incorporation of the Corporation, a total of 7,500 shares of the preferred stock without par value, of the Corporation are hereby respectively constituted as Series 1 Cumulative Preferred Stock, Series 2 Cumulative Preferred Stock, Series 3 Cumulative Preferred Stock, Series 4 Cumulative Preferred Stock and Series 5 Cumulative Preferred Stock, with an aggregate stated value of $15,000,000 (hereinafter called "Cumulative Preferred Stock"). Each series of such Cumulative Preferred Stock shall consist of 1,500 shares, with a stated value of $2,000 per share. Shares of Cumulative Preferred Stock shall be issued only upon effectiveness of the merger of Newell Co., a Delaware corporation, and Newell Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of the Corporation (the "Merger"). The preferences and the relative, participating, optional and other special rights of the shares of Cumulative Preferred Stock and the qualifications, limitations or restrictions thereof, shall be as follows:

1. CUMULATIVE DIVIDENDS. (a) The holders of record of shares of each series of Cumulative Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors out of funds

legally available for the payment thereof, cumulative cash dividends at the rate specified in subsection (b) below, and no more. The holders of shares of Cumulative Preferred Stock shall not be entitled to any dividends other than the cash dividends provided for in this section. Dividends shall accrue daily from the date of issuance, whether or not earned or declared, and shall be payable quarterly on such dates as the Board of Directors may from time to time determine. The dividends shall be in preference to dividends upon any stock (including common stock) of the Corporation ranking junior to the Cumulative Preferred Stock as to dividends. If the Corporation has not paid full dividends upon the shares of Cumulative Preferred Stock for any preceding quarter, the Corporation shall declare and pay the amount for payment, before declaring or paying any cash dividends on the common stock of the Corporation. Accrued dividends on Cumulative Preferred Stock shall not bear interest.

(b) The dividend rate for each series of Cumulative Preferred Stock is as follows:

(i) For Series 1, cash dividends shall accrue at the rate of $100 per share per annum until September 24, 1989, after which time the rate shall be $160 per share per annum.

(ii) For Series 2, cash dividends shall accrue at the rate of $100 per share per annum until September 24, 1990, after which time the rate shall be $160 per share per annum.

(iii) For Series 3, cash dividends shall accrue at the rate of $100 per share per annum until September 24, 1991, after which time the rate shall be $160 per share per annum.

(iv) For Series 4, cash dividends shall accrue at the rate of $100 per share per annum until September 24, 1992, after which time the rate shall be $160 per share per annum.

(v) For Series 5, cash dividends shall accrue at the rate of $100 per share per annum until September 24, 1993, after which time the rate shall be $160 per share per annum.

2. LIQUIDATION. (a) In the event of a voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, the holders of shares of Cumulative Preferred Stock shall be entitled to receive out of the assets of the Corporation an amount equal to the stated value per share plus an amount equal to any accrued and unpaid dividends thereon to the date fixed for distribution. This distribution shall be in preference to any such distribution upon any stock (including common stock) of the Corporation ranking junior to Cumulative Preferred Stock as to liquidation preferences, but subject to the prior rights of the holders of shares of all stock ranking

senior to Cumulative Preferred Stock as to liquidation preferences. If the assets of the Corporation are not sufficient to pay the full amounts to the holders of Cumulative Preferred Stock and all other series of preferred stock of the Corporation ranking equally with the shares of Cumulative Preferred Stock as to liquidation preferences, then the holders of Cumulative Preferred Stock and of such other series shall share ratably in the distribution of any assets remaining after distribution to holders of stock ranking senior to Cumulative Preferred Stock as to liquidation preferences.

(b) Nothing in this section, however, shall be deemed to prevent the Corporation from redeeming or purchasing Cumulative Preferred Stock as permitted by Section 3.

(c) A merger or consolidation of the Corporation with any other corporation or a sale, lease, or conveyance of assets or a business combination involving the Corporation or any related or similar transaction shall not be considered a liquidation, dissolution, or winding up the Corporation within the meaning of this section.

3. REDEMPTION. (a) The Corporation may redeem any or all shares of one or more series of Cumulative Preferred Stock at its option by resolution of the Board of Directors, at any time and from time to time on or after issuance, in cash, at the stated value of the shares plus an amount equal to any accrued and unpaid dividends thereon to the date fixed for redemption. In the event that the Corporation redeems less than the entire number of shares of any series of Cumulative Preferred Stock outstanding at any one time, the Corporation shall select the shares to be redeemed by lot or pro rata or by any other manner that the Board of Directors deems equitable. No less than 20 nor more than 120 days prior to the date fixed for any entire or partial redemption of Cumulative Preferred Stock, the Corporation shall mail a notice of the redemption to the holders of record of the shares to be redeemed at their addresses as they appear on the books of the Corporation. The notice shall state the time and place of redemption and shall identify the particular shares to be redeemed if less than all of the outstanding shares are to be redeemed. Failure to mail a notice or a defect in a notice or its mailing shall not affect the validity of the redemption proceedings.

(b) On or before the date fixed for redemption each holder of shares of Cumulative Preferred Stock called for redemption shall surrender his certificate representing his shares to the Corporation or its agent at the place designated in the redemption notice. If the Corporation redeems less than all of the shares represented by a surrendered certificate, the Corporation shall issue a new certificate representing the unredeemed shares. If the Corporation has duly given notice of redemption and if funds necessary for the redemption are available on the redemption date, then notwithstanding that any holder

has not surrendered his certificate representing shares called for redemption, all rights with respect to those shares shall cease and determine immediately after the redemption date, except that such a holder shall have the right to receive the redemption price without interest upon surrender of his certificate.

(c) The Corporation may, at its option at any time after giving a notice of redemption, deposit a sum sufficient to redeem the shares called for redemption, plus any accrued and unpaid dividends thereon to the redemption date, with any bank or trust company in the City of Chicago, Illinois, or in the City of Minneapolis, Minnesota, having capital, surplus, and undivided profits aggregating at least $50,000,000 as a trust fund with irrevocable instructions and authority to the bank or trust company to mail notice of redemption if the Corporation has not begun or completed such mailing at the time of the deposit and to pay, on and after the date fixed for redemption or prior thereto, the redemption price of the shares to their respective holders upon the surrender of their share certificates. From the date the Corporation makes such a deposit, the shares designated for redemption shall be treated as redeemed and no longer outstanding, and no dividends shall accrue on the shares after the date fixed for redemption. The deposit shall be deemed to constitute full payment of the shares to their holders. From the date of the deposit, the holders of the shares shall cease to be stockholders with respect to the shares; they shall have no interest in or claim against the Corporation by virtue of the shares; and they shall have no rights with respect to the shares except the right to receive from the bank or trust company payment of the redemption price of the shares, without interest, upon surrender of their certificates. At the expiration of five years after the redemption date, the bank or trust company shall pay over to the Corporation any funds then remaining on deposit, free of trust. Thereafter the holders of certificates for the shares shall have no claims against the bank or trust company, but only claims as unsecured creditors against the Corporation for amounts equal to their pro rata portions of the funds paid over, without interest, subject to compliance by the holders with the terms of the redemption. Any interest on or other accretions to funds deposited with the bank or trust company shall belong to the Corporation.

(d) Nothing in this Resolution shall prevent or restrict the Corporation from purchasing, from time to time, at public or private sale, any or all of the Cumulative Preferred Stock at whatever prices the Corporation may determine, but at prices not exceeding those permitted by Delaware law.

(e) Nothing in this Resolution shall give any holder of Cumulative Preferred Stock the right to require the Corporation to redeem any or all shares of the Stock.

4. CONVERSION. The Cumulative Preferred Stock is not convertible into any other class or series of common or preferred stock of the Corporation.

5. STATUS OF REACQUIRED STOCK. The Corporation shall retire and cancel any shares of Cumulative Preferred Stock that it redeems, purchases, or acquires. Such shares thereafter shall have the status of authorized but unissued shares of preferred stock. Subject to the limitations in this Resolution or in any resolutions adopted by the Board of Directors providing for the reissuance of the shares, the Corporation may reissue the shares as shares of Cumulative Preferred Stock or may reclassify and reissue them as preferred stock of any class or series other than Cumulative Preferred Stock.

6. VOTING RIGHTS. (a) Except as otherwise provided herein or as may be required by law, the holders of Cumulative Preferred Stock shall be entitled to one vote per share on every question submitted to holders of record of the common stock of the Corporation, voting together with the common stock of the Corporation as a single class.

(b) Notwithstanding the foregoing, (i) without the affirmative vote or consent of at least a majority of the shares of Cumulative Preferred Stock then outstanding voting as a separate class, the Corporation shall not amend the Restated Certificate of Incorporation if the amendment would alter or change the powers, preferences, or special rights of the shares of Cumulative Preferred Stock so as to affect them adversely, provided that this clause "(i)" shall not apply to an increase or decrease (but not below the number of shares thereof then outstanding) in the number of authorized shares of any class or classes of stock; and (ii) so long as at least 3,100 shares of Cumulative Preferred Stock are outstanding, without the affirmative vote or consent of the holders of at least a majority of the shares of Cumulative Preferred Stock then outstanding voting as a separate class, the Corporation shall not issue any stock ranking senior to the Cumulative Preferred Stock with respect to the payment of dividends or the distribution of assets upon liquidation, except that the Corporation may issue such stock if the consideration therefor consists of cash. For purposes of any vote required pursuant to clause (i) of this subsection (b) if any proposed amendment would alter or change the powers, preferences, or special rights of one or more of Series 1, 2, 3, 4, or 5 of Cumulative Preferred Stock so as to affect them adversely but shall not so affect the entire class, then only the shares of the series so affected by the amendment shall be considered a separate class.

7. NO OTHER RIGHTS. The shares of Cumulative Preferred Stock shall not have any relative, participating, optional or other special rights or powers other than as set forth above and in the Restated Certificate of Incorporation of the Corporation.

IN WITNESS WHEREOF, New Newell Co. has caused this resolution to be signed by William T. Alldredge, its Vice President - Finance, and attested by Roland E. Knecht, its Secretary, this 22nd day of June, 1987.

NEW NEWELL CO.

William T. Alldredge,
Vice President - Finance

ATTEST:

Roland E. Knecht,
Secretary

Filed July 2, 1987 at 9:29 a.m.
877183082 Delaware Secretary of State

CERTIFICATE OF AMENDMENT

OF

RESTATED CERTIFICATE OF INCORPORATION

OF

NEW NEWELL CO.

Adopted in accordance with the provisions of Section 242
of the General Corporation Law of the State of Delaware

New Newell Co., a corporation existing under the laws of the State of Delaware, does hereby certify as follows:

FIRST: That Article First of the Restated Certificate of Incorporation of the Corporation has been amended in its entirety to read as follows:

FIRST: The name of the Corporation is NEWELL CO.

SECOND: That the foregoing amendment has been duly adopted in accordance with provisions of the General Corporation Law of the State of Delaware by the written consent of the holder of all outstanding shares entitled to vote.

IN WITNESS WHEREOF, New Newell Co. has caused this Certificate to be signed and attested by its duly authorized officers this 30th day of June 1987.

NEW NEWELL CO.

By: /s/ William T. Alldredge
Vice President - Finance

Attest:

/s/ Roland E. Knecht
Secretary

Filed October 31, 1988 at 9:00 a.m.
688305050 Delaware Secretary of State

CERTIFICATE OF DESIGNATIONS AS TO THE RESOLUTION PROVIDING FOR THE POWERS, DESIGNATION, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER RIGHTS, AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS THEREOF, AS ARE NOT STATED AND EXPRESSED IN THE RESTATED CERTIFICATE OF INCORPORATION OR IN ANY AMENDMENT THERETO, OF THE

JUNIOR PARTICIPATING PREFERRED STOCK, SERIES B

of

NEWELL CO.

Pursuant to Section 151 of the
General Corporation Law of
the State of Delaware

NEWELL CO., a corporation organized and existing under the General Corporation Law of the State of Delaware (hereinafter called the "Corporation"), hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation as required by Section 151 of the General Corporation Law at a meeting duly called and held on October 20, 1988:

RESOLVED, that pursuant to the authority granted to and vested in the Board of Directors of this Corporation (hereinafter called the "Board of Directors" or the "Board") in accordance with the provisions of the Corporation's Restated Certificate of Incorporation, the Board of Directors hereby creates a series of Preferred Stock, par value $1.00 per share (the "Preferred Stock"), of the Corporation and hereby states the designation and number of shares, and fixes the relative rights, preferences and limitations of such series, as follows:

Junior Participating Preferred Stock, Series B:

Section 1. Designation and Amounts. The shares of such series shall be designated as "Junior Participating Preferred Stock, Series B" (the "Series B Preferred Stock") and the number of shares constituting the Series B Preferred Stock shall be 500,000. Such number of shares may be increased or decreased by resolution of the Board; provided, that no decrease shall reduce the number of shares of Series B Preferred Stock to a number less than the number of shares then outstanding plus the number of shares reserved for issuance upon the exercise of outstanding options, rights or warrants or upon the conversion of any outstanding securities issued by the Corporation convertible into Series B Preferred Stock.

Section 2. Dividends and Distributions.

(A) Subject to the rights of the holders of any shares of any series of Preferred Stock (or any similar stock) ranking prior and superior to the Series B Preferred Stock with respect to dividends, the holders of shares of Series B Preferred Stock, in preference to the holders of Common Stock, par value $1.00 per share (the "Common Stock"), of the Corporation, and of any other junior stock, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the first day of March, June, September and December in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Series B Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) $15 or (b) subject to the provision for adjustment hereinafter set forth, 100 times the aggregate per share amount of all cash dividends, and 100 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions, other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common Stock since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of Series B Preferred Stock. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount to which holders of shares of Series B Preferred Stock were entitled immediately prior to such event under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Corporation shall declare a dividend or distribution on the Series B Preferred Stock as provided in paragraph (A) of this Section immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); provided that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend

Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of $15 per share on the Series B Preferred Stock shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date.

(C) Dividends shall begin to accrue and be cumulative on outstanding shares of Series B Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issue of such shares, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series B Preferred Stock entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Series B Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series B Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than 60 days prior to the date fixed for the payment thereof.

Section 3. Voting Rights. The holders of shares of Series B Preferred Stock shall have the following voting rights:

(A) Subject to the provision for adjustment hereinafter set forth, each share of Series B Preferred Stock shall entitle the holder thereof to 100 votes on all matters submitted to a vote of the stockholders of the Corporation. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the number of votes per share to which holders of shares of Series B Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) Except as otherwise provided herein, in any other Certificate of Designations creating a series of Preferred Stock or any similar stock, or by law, the holders of shares of Series B Preferred Stock and the holders of shares of Common Stock and any other capital stock of the Corporation having general voting rights shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(C) Except as set forth herein, or as otherwise provided by law, holders of Series B Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

Section 4. Certain Restrictions.

(A) Whenever quarterly dividends or other dividends or distributions payable on the Series B Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series B Preferred Stock outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends, or make any other distributions, on any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series B Preferred Stock;

(ii) declare or pay dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series B Preferred Stock, except dividends paid ratably on the Series B Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series B Preferred Stock, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series B Preferred Stock; or

(iv) redeem or purchase or otherwise acquire for consideration any shares of Series B Preferred Stock, or any shares of stock ranking on a parity with the Series B Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (A) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. Reacquired Shares. Any shares of Series B Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock and may be reissued as part of a new series of Preferred Stock subject to the conditions and restrictions on issuance set forth herein, in the Corporation's Restated Certificate of Incorporation or in any other Certificate of Designations creating a series of Preferred Stock or any similar stock or as otherwise required by law.

Section 6. Liquidation, Dissolution or Winding Up. Upon any liquidation, dissolution or winding up of the Corporation, no distribution shall be made (A) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series B Preferred Stock unless, prior thereto, the holders of shares of Series B Preferred Stock shall have received $10,000 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, provided that the holders of shares of Series B Preferred Stock shall be entitled to receive an aggregate amount per share, subject to the provision for adjustment hereinafter set forth, equal to 100 times the aggregate amount to be distributed per share to holders of shares of Common Stock, or (B) to the holders of shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series B Preferred Stock, except distributions made ratably on the Series B Preferred Stock and all such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up. In the event the Corporation

shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which holders of shares of Series B Preferred Stock were entitled immediately prior to such event under the proviso in clause (A) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 7. Consolidation, Merger, etc. In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case each share of Series B Preferred Stock shall at the same time be similarly exchanged or changed into an amount per share, subject to the provision for adjustment hereinafter set forth, equal to 100 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Series B Preferred Stock shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. No Redemption. The shares of Series B Preferred Stock shall not be redeemable.

Section 9. Rank. The Series B Preferred Stock shall rank, with respect to the payment of dividends and the distribution of assets, junior to all series of any other class of the Corporation's Preferred Stock.

Section 10. Amendment. The Restated Certificate of Incorporation of the Corporation shall not be amended in any manner which would materially alter or change the powers, preferences or

special rights of the Series B Preferred Stock so as to affect them adversely without the affirmative vote of the holders of at least two-thirds of the outstanding shares of Series B Preferred Stock, voting together as a single class.

IN WITNESS WHEREOF, this Certificate of Designations is executed on behalf of the Corporation by its Chairman of the Board and attested by its Secretary this 20th day of October 1988.

William T. Alldredge
Vice President - Finance

Attest:

Roland E. Knecht
Secretary

Filed September 13, 1989
Delaware Secretary of State

CERTIFICATE OF AMENDMENT

OF

RESTATED CERTIFICATE OF INCORPORATION

OF

NEWELL CO.

Adopted in accordance with the provisions
of Section 242 of the General Corporation
Law of the State of Delaware

We, William T. Alldredge, Vice President, and Roland E. Knecht, Secretary, of Newell Co., a corporation existing under the laws of the State of Delaware, do hereby certify as follows:

FIRST: That the name of the corporation is Newell Co., formerly known as New Newell Co.

SECOND: That the date of filing the corporation's original Certificate of Incorporation by the Secretary of State of Delaware was the 23rd day of February, 1987, and that the Restated Certificate of Incorporation of the corporation was filed by the Secretary of State of Delaware on the 18th day of May, 1987.

THIRD: That the first sentence of Article Fourth of the Restated Certificate of Incorporation of said Corporation has been amended as follows:

> FOURTH: The total number of shares which the Corporation shall have authority to issue is 110,000,000, consisting of 100,000,000 shares of Common Stock of the par value of $1.00 per share and 10,00,000 shares of Preferred Stock, consisting of 10,000 shares without par value and

9,990,000 shares of the par value of $1.00 per share.

FOURTH: That said amendment has been duly adopted in accordance with provisions of the General Corporation Law of the State of Delaware by the affirmative vote of the holders of a majority of all outstanding common and preferred stock entitled to vote at a meeting of stockholders.

IN WITNESS WHEREOF, we have signed this certificate this 28th day of June, 1989.

NEWELL CO.

William T. Alldredge
Vice President - Finance

ATTEST:

Roland E. Knecht
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 05/15/1991
911355135 - 2118347

CERTIFICATE OF AMENDMENT

OF

RESTATED CERTIFICATE OF INCORPORATION OF

NEWELL CO.

Adopted in accordance with the provisions
of Section 242 of the General Corporation
Law of the State of Delaware

We, William T. Alldredge, Vice President and Roland E. Knecht, Secretary, of Newell Co., a corporation existing under the laws of the State of Delaware, do hereby certify as follows:

FIRST: That the name of the corporation is Newell Co.

SECOND: That the date of filing the corporation's original Certificate of Incorporation by the Secretary of State of Delaware was the 23rd day of February, 1987, that the Restated Certificate of Incorporation of the corporation was filed by the Secretary of State of Delaware on the 18th day of May, 1987, a Certificate of Amendment was filed by the Secretary of State of Delaware on the second day of July, 1987, and a Certificate of Amendment was filed by the Secretary of State of Delaware on 13th day of September, 1989.

THIRD: That the first sentence of Article Fourth of the Restated Certificate of Incorporation of said Corporation has been amended as follows:

FOURTH: The total number of shares which the Corporation shall have authority to issue is

310,000,000, consisting of 300,000,000 shares of Common Stock of the par value of $1.00 per share and 10,000,000 shares of Preferred Stock, consisting of 10,000 shares without par value, and 9,990,000 shares of the par value of $1.00 per share.

FOURTH: That said amendment has been duly adopted in accordance with provisions of the General Corporation Law of the State of Delaware by the affirmative vote of the holders of a majority of all outstanding common and preferred stock entitled to vote at a meeting of stockholders.

IN WITNESS WHEREOF, we have signed this certificate this 9th day of May, 1991.

NEWELL CO.

William T. Alldredge
Vice President - Finance

ATTEST:

Roland E. Knecht
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 06/11/1991
911625086 - 2118347

AMENDED CERTIFICATE OF DESIGNATIONS AS TO THE RESOLUTION PROVIDING FOR THE POWERS, DESIGNATION, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER RIGHTS, AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS THEREOF, AS ARE NOT STATED AND EXPRESSED IN THE RESTATED CERTIFICATE OF INCORPORATION OR IN ANY AMENDMENT THERETO, OF THE

JUNIOR PARTICIPATING PREFERRED STOCK, SERIES B

of

NEWELL CO.

Pursuant to Section 151 of the General
Corporation Law of the
State of Delaware

NEWELL CO., a corporation organized and existing under the General Corporation Law of the State of Delaware (hereinafter called the "Corporation"), hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation as required by Section 151 of the General Corporation Law at a meeting duly called and held on February 14, 1991:

RESOLVED, that the first sentence of Section 1 of the Certificate of Designations as to the resolution providing for the powers, designation, preferences and relative, participating, optional or other rights, and the qualifications, limitations or restrictions thereof, as are not stated and expressed in the Restated Certificate of Incorporation or in any amendment thereto, of the Junior Participating Preferred Stock, Series B of Newell Co. (the "Certificate of Designations") which was filed in the Office of the Secretary of State of Delaware on October 31, 1988, is hereby amended to read as follows:

> The shares of such series shall be designated as "Junior Participating Preferred Stock, Series B" (the "Series B Preferred Stock") and the number of shares constituting the Series B Preferred Stock shall be 5,000,000.

IN WITNESS WHEREOF, this Amended Certificate of Designations is executed on behalf of the Corporation by its Vice President-Finance and attested by its Secretary this 5th day of June, 1991.

William T. Alldredge
Vice President - Finance

Attest:

Roland E. Knecht
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 11/03/1994
944211670 - 2118347

CERTIFICATE OF CHANGE OF REGISTERED AGENT

AND

REGISTERED OFFICE

* * * * *

Newell Co., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

The present registered agent of the corporation is United States Corporation Company and the present registered office of the corporation is in the county of Kent.

The Board of Directors of

adopted the following resolution on the 2nd day of November, 1994.

> Resolved, that the registered office of Newell Co. in the state of Delaware be and it hereby is changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

IN WITNESS WHEREOF, Newell Co. has caused this statement to be signed by Richard H. Wolff, its Secretary*, this 25th day of October 1994.

/s/ Richard H. Wolff

Secretary

_____
(Title)

* Any authorized officer of the Chairman or Vice-Chairman of the Board of Directors may execute this certificate.

EXHIBIT 3.2

BY-LAWS

OF

NEWELL CO.

(a Delaware corporation)
(as amended November 2, 1994)

ARTICLE I

OFFICES

1.1 Registered Office. The registered office of the Corporation in the State of Delaware shall be located in the City of Dover and County of Kent. The Corporation may have such other offices, either within or without the State of Delaware, as the Board of Directors may designate or the business of the Corporation may require from time to time.

1.2 Principal Office in Illinois. The principal office of the Corporation in the State of Illinois shall be located in the City of Freeport and County of Stephenson.

ARTICLE II

STOCKHOLDERS

2.1 Annual Meeting. The annual meeting of stockholders shall be held each year at such time and date as the Board of Directors may designate prior to the giving of notice of such meeting, but if no such designation is made, then the annual meeting of stockholders shall be held on the second Wednesday in May of each year for the election of directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

2.2 Special Meetings. Special meetings of the stockholders, for any purpose or purposes, may be called by the Chairman, by the Board of Directors or by the President.

2.3 Place of Meeting. The Board of Directors may designate any place, either within or without the State of Delaware, as the place

of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Corporation in the State of Illinois.

2.4 Notice of Meeting. Written notice stating the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, or in the case of a merger or consolidation of the Corporation requiring stockholder approval or a sale, lease or exchange of substantially all of the Corporation's property and assets, not less than twenty nor more than sixty days before the date of meeting, to each stockholder of record entitled to vote at such meeting. If mailed, notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, unless the adjournment is for more than thirty days, or unless, after adjournment, a new record date is fixed for the adjourned meeting, in either of which cases notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

2.5 Fixing of Record Date. For the purpose of determining the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent (to the extent permitted, if permitted) to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and the record date for determining stockholders for any other purpose shall be the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting.

2.6 Voting Lists. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days

before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in his name, which list, for a period of ten days prior to such meeting, shall be kept on file either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held, and shall be open to the examination of any stockholder, for any purpose germane to the meeting, at any time during ordinary business hours. Such lists shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders entitled to vote, or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

2.7 Quorum. The holders of shares of stock of the Corporation entitled to cast a majority of the total votes that all of the outstanding shares of stock of the Corporation would be entitled to cast at the meeting, represented in person or by proxy, shall constitute a quorum at any meeting of stockholders; provided, that if less than a majority of the outstanding shares of capital stock are represented at said meeting, a majority of the shares of capital stock so represented may adjourn the meeting. If a quorum is present, the affirmative vote of a majority of the votes entitled to be cast by the holders of shares of capital stock represented at the meeting shall be the act of the stockholders, unless a different number of votes is required by the General Corporation Law, the Certificate of Incorporation or these By-Laws. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of stockholders from any meeting shall not cause failure of a duly constituted quorum at that meeting.

2.8 Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

2.9 Voting of Stock. Each stockholder shall be entitled to such vote as shall be provided in the Certificate of Incorporation, or, absent provision therein fixing or denying voting rights, shall be entitled to one vote per share with respect to each matter submitted to a vote of stockholders.

2.10 Voting of Stock by Certain Holders. Persons holding stock in a fiduciary capacity shall be entitled to vote the shares so held.

Persons whose stock is pledged shall be entitled to vote, unless in the transfer by the pledgor on the books of the Corporation he has expressly empowered the pledgee to vote thereon, in which case only the pledgee or his proxy may represent such stock and vote thereon. Stock standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the charter or by-laws of such corporation may prescribe or, in the absence of such provision, as the board of directors of such corporation may determine. Shares of its own capital stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held by the Corporation, shall neither be entitled to vote nor counted for quorum purposes, but shares of its capital stock held by the Corporation in a fiduciary capacity may be voted by it and counted for quorum purposes.

2.11 Voting by Ballot. Voting on any question or in any election may be by voice vote unless the presiding officer shall order or any stockholder shall demand that voting be by ballot.

ARTICLE III

DIRECTORS

3.1 General Powers. The business of the Corporation shall be managed by its Board of Directors.

3.2 Number, Tenure and Qualification. The number of directors of the Corporation shall be ten, and the term of office of each director shall be as set forth in the Certificate of Incorporation of the Corporation. Any director may resign at any time upon written notice to the Corporation. Directors need not be stockholders of the Corporation.

3.3 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after, and at the same place as, the annual meeting of stockholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Delaware, for the holding of additional regular meetings without other notice than such resolution.

3.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Vice Chairman and Chief Executive Officer or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Delaware, as the

place for holding any special meeting of the Board of Directors called by them.

3.5 Notice. Notice of any special meeting of directors, unless waived, shall be given, in accordance with Section 3.6 of the By-Laws, in person, by mail, by telegram or cable, by telephone, or by any other means that reasonably may be expected to provide similar notice. Notice by mail and, except in emergency situations as described below, notice by any other means, shall be given at least two (2) days before the meeting. For purposes of dealing with an emergency situation, as conclusively determined by the director(s) or officer(s) calling the meeting, notice may be given in person, by telegram or cable, by telephone, or by any other means that reasonably may be expected to provide similar notice, not less than two hours prior to the meeting. If the secretary shall fail or refuse to give such notice, then the notice may be given by the officer(s) or director(s) calling the meeting. Any meeting of the Board of Directors shall be a legal meeting without any notice thereof having been given, if all the directors shall be present at the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, and no notice of a meeting shall be required to be given to any director who shall attend such meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

3.6 Notice to Directors. If notice to a director is given by mail, such notice shall be deemed to have been given when deposited in the United States mail, postage prepaid, addressed to the director at his address as it appears on the records of the Corporation. If notice to a director is given by telegram, cable or other means that provide written notice, such notice shall be deemed to have been given when delivered to any authorized transmission company, with charges prepaid, addressed to the director at his address as it appears on the records of the Corporation. If notice to a director is given by telephone, wireless, or other means of voice transmission, such notice shall be deemed to have been given when such notice has been transmitted by telephone, wireless or such other means to such number or call designation as may appear on the records of the Corporation for such director.

3.7 Quorum. Except as otherwise required by the General Corporation Law or by the Certificate of Incorporation, a majority of the number of directors fixed by these By-Laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided that, if less than a majority of such number of directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. Interested directors may be counted in determining the

presence of a quorum at a meeting of the Board of Directors or of a committee thereof.

3.8 Manner of Acting. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.9 Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all the members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

3.10 Vacancies. Vacancies on the Board of Directors, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, disability, resignation, retirement, disqualification, removal from office or other cause shall be filled in accordance with the provisions of the Certificate of Incorporation.

3.11 Compensation. The Board of Directors, by the affirmative vote of a majority of directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the Corporation as directors, officers, or otherwise. The directors may be paid their expenses, if any, of attendance at each meeting of the Board and at each meeting of any committee of the Board of which they are members in such manner as the Board of Directors may from time to time determine.

3.12 Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors or at a meeting of any committee of the Board at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation within 24 hours after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

3.13 Committees. By resolution passed by a majority of the whole Board, the Board of Directors may designate one or more committees, each such committee to consist of two or more directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member of any meeting of the committee. Any such committee, to the extent provided in the resolution or in these By-

Laws, shall have any may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at the meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of such absent or disqualified member.

ARTICLE IV

OFFICERS

4.1 Number. The officers of the Corporation shall be a Chairman of the Board, a Vice Chairman and Chief Executive Officer, a President and Chief Operating Officer, one or more Group Presidents (the number thereof to be determined by the Board of Directors), one or more vice presidents (the number thereof to be determined by the Board of Directors), Treasurer, a Secretary and such Assistant Treasurers, Assistant Secretaries or other officers as may be elected by the Board of Directors.

4.2 Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of stockholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor is elected and has qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Election of an officer shall not of itself create contract rights, except as may otherwise be provided by the General Corporation Law, the Certificate of Incorporation of these By-Laws.

4.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgement the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4.4 Vacancies. A vacancy in any office occurring because of death, resignation, removal or otherwise, may be filled by the Board of Directors.

4.5 The Chairman. The Chairman shall preside at all meetings of the Board of Directors. In general, he shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

4.6 The Vice Chairman and Chief Executive Officer. The Vice Chairman and Chief Executive Officer shall be the principal executive officer of the Corporation. Subject only to the Board of Directors, he shall be in charge of the business of the Corporation; he shall see that the resolutions and directions of the Board of Directors are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the Board of Directors; and, in general, he shall discharge all duties incident to the office of the chief executive officer of the Corporation and such other duties as may be prescribed by the Board of Directors from time to time. In the absence of the Chairman of the Board, the Vice Chairman and Chief Executive Officer shall preside at all meetings of the Board of Directors. The Vice Chairman and Chief Executive Officer shall have authority to vote or to refrain from voting any and all shares of capital stock of any other corporation standing in the name of the Corporation, by the execution of a written proxy, the execution of a written ballot, the execution of a written consent or otherwise, and, in respect to any meeting of the stockholders of such other corporation, and, on behalf of the Corporation, may waive any notice of the calling of any such meeting. The Vice Chairman and Chief Executive Officer shall perform such other duties as may be prescribed by the Board of Directors from time to time.

The Vice Chairman and Chief Executive Officer, or, in his absence, the President and Chief Operating Officer, the Vice President-Finance, the Vice President-Controller, the Treasurer or such other person as the Board of Directors or one of the preceding named officers shall designate, shall call any meeting of the stockholders of the Corporation to order and shall act as chairman of such meeting. In the event that no one of the Vice Chairman and Chief Executive Officer, the President and Chief Operating Officer, the Vice President-Finance, the Vice President-Controller, the Treasurer or a person designated by the Board of Directors or by one of the preceding named officers, is present, the meeting shall not be called to order until such time as there shall be present the Vice Chairman and Chief Executive Officer, the President and Chief Operating Officer, the Vice President-Finance, the Vice President-Controller, the Treasurer or a person designated by the Board of Directors or by one of the preceding named officers. The chairman of any meeting of the stockholders of this Corporation shall have plenary power to set the agenda, determine the procedure and rules of order, and make definitive rulings at meetings of the stockholders. The Secretary or an Assistant Secretary of the Corporation shall act as secretary at all meetings of the stockholders, but in the absence of the Secretary or an Assistant

Secretary, the chairman of the meeting may appoint any person to act as secretary of the meeting.

4.7 The President and Chief Operating Officer. The President and Chief Operating Officer shall be the principal operating officer of the Corporation and, subject only to the Board of Directors and to the Vice Chairman and Chief Executive Officer, he shall have general authority over and general management and control of the property, business and affairs of the Corporation. In general, he shall discharge all duties incident to the office of the principal operating officer of the Corporation and such other duties as may be prescribed by the Board of Directors and the Vice Chairman and Chief Executive Officer from time to time. In the absence of the Vice Chairman and Chief Executive Officer or in the event of his disability, or inability to act, or to continue to act, the President and Chief Operating Officer shall perform the duties of the Vice Chairman and Chief Executive Officer, and when so acting, shall have all of the powers of and be subject to all of the restrictions upon the office of Vice Chairman and Chief Executive Officer. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Corporation or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, he may execute for the Corporation certificates for its shares (the issue of which shall have been authorized by the Board of Directors), and any contracts, deeds, mortgages, bonds, or other instruments that the Board of Directors has authorized, and he may (without previous authorization by the Board of Directors) execute such contracts and other instruments as the conduct of the Corporation's business in its ordinary course requires, and he may accomplish such execution in each case either individually or with the Secretary, any Assistant Secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. The President and Chief Operating Officer shall have authority to vote or to refrain from voting any and all shares of capital stock of any other corporation standing in the name of the Corporation, by the execution of a written proxy, the execution of a written ballot, the execution of a written consent or otherwise, and, in respect of any meeting of stockholders of such other corporation, and, on behalf of the Corporation, may waive any notice of the calling of any such meeting.

4.8 The Group Presidents. Each of the Group Presidents shall have general authority over and general management and control of the property, business and affairs of certain businesses of the Corporation. Each of the Group Presidents shall report to the President and Chief Operating Officer or such other officer as may be determined by the Board of Directors or the President and Chief Operating Officer and shall have such other duties and responsibilities as may be assigned to him by the President and Chief Operating Officer and the Board of Directors from time to time.

4.9 The Vice Presidents. Each of the Vice Presidents shall report to the President and Chief Operating Officer or such other officer as may be determined by the Board of Directors or the President and Chief Operating officer. Each Vice President shall have such duties and responsibilities as from time to time may be assigned to him by the President and Chief Operating Officer and the Board of Directors.

4.10 The Treasurer. The Treasurer shall: (i) have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws; (ii) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President and Chief Operating Officer or the Board of Directors. In the absence of the Treasurer, or in the event of his incapacity or refusal to act, or at the direction of the Treasurer, any Assistant Treasurer may perform the duties of the Treasurer.

4.11 The Secretary. The Secretary shall: (i) record all of the proceedings of the meetings of the stockholders and Board of Directors in one or more books kept for the purpose; (ii) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (iii) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all certificates for shares of capital stock prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with he provisions of these By-Laws; (iv) keep a register of the post office address of each stockholder which shall be furnished to the Secretary by such stockholder; (v) have general charge of the stock transfer books of the Corporation and (vi) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President and Chief Operating Officer or the Board of Directors. In the absence of the Secretary, or in the event of his incapacity or refusal to act, or at the direction of the Secretary, any Assistant Secretary may perform the duties of Secretary.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

5.1 Contracts. Except as otherwise determined by the Board of Directors or provided in these By-Laws, all deeds and mortgages made

by the Corporation and all other written contracts and agreements to which the Corporation shall be a party shall be executed in its name by the Vice Chairman and Chief Executive Officer or the President and Chief Operating Officer or any Vice President so authorized by the Board of Directors.

5.2 Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

5.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

5.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI

CERTIFICATES FOR SHARES OF CAPITAL STOCK AND THEIR TRANSFER

6.1 Certificates for Shares of Capital Stock. Certificates representing shares of capital stock of the Corporation shall be in such form as may be determined by the Board of Directors. Such certificates shall be signed by the Vice Chairman and Chief Executive Officer or the President and Chief Operating Officer or any Vice President and by the Treasurer or the Secretary or an Assistant Secretary. If any such certificate is countersigned by a transfer agent other than the Corporation or its employee, or by a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue. All certificates for share of capital stock shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the Corporation. All certificates surrendered to the Corporation for transfer shall be

cancelled and no new certificates shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled and no new certificates shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

6.2 Transfer Agents And Registers. The Board of Directors may appoint one or more transfer agents or assistant transfer agents and one or more registrars of transfers, and may require all certificates for shares of capital stock of the Corporation to bear the signature of a transfer agent and a registrar of transfers. The Board of Directors may at any time terminate the appointment of any transfer agent or any assistant transfer agent or any registrar of transfers.

ARTICLE VII

LIABILITY AND INDEMNIFICATION

7.1 Limited Liability of Directors.

(a) No person who was or is a director of this Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for breach of the duty of loyalty to the Corporation or its stockholders; (ii) for acts of omissions not in good faith or that involve intentional misconduct or know violation of law; (iii) under Section 174 of the General Corporation Law; or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law is amended after the effective date of the By-Law to further eliminate or limit, or to the effective date of this By-Law to further eliminate or limit, or to authorize further elimination or limitation of, the personal liability of a director to this Corporation or its stockholders shall be eliminated or limited to the full extent permitted by the General Corporation Law, as so amended. For Purposes of this By-Law, "fiduciary duty as a director" shall include any fiduciary duty arising out of serving at the request of this Corporation as a director of another corporation, partnership, joint venture, trust or other enterprise, and any liability to such other corporation, partnership, joint venture, trust or other enterprise, and any liability to this Corporation in its capacity as a security holder, joint venturer, partner, beneficiary, creditor, or investor of or in any such other corporation, partnership, joint venture, trust or other enterprise.

(b) Any repeal or modification of the foregoing paragraph by the stockholders of this Corporation shall not adversely affect the elimination or limitation of the personal liability of a director for any act or omission occurring prior to the effective date of such repeal or modification. This provision shall not eliminate or limit the liability of a director for any act or omission occurring prior to the effective date of this By-Law.

7.2 Litigation Brought by Third Parties. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was or has agreed to become a director or officer of the Corporation; or is or was serving or has agreed to serve at the request of the Corporation as a director or officer of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against costs, charges and other expenses (including attorneys' fees) ("Expenses"), judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding and any appeal thereof if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. For purposes of this By-Law, "serving or has agreed to serve at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise" shall include any service by a director or officer of the Corporation as a director, officer, employee, director or officer of the Corporation as a director, officer, employee, agent or fiduciary of such other corporation, partnership, joint venture trust or other enterprise, or with respect to any employee benefit plan (or its participants or beneficiaries) of the Corporation or any such other enterprise.

7.3 Litigation By or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was or has agreed to become a director or officer of the Corporation, or is or

was serving or has agreed to serve at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity against Expenses actually and reasonably incurred by him in connection with the investigation, defense or settlement of such action or suit and any appeal thereof if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such Expenses as the Court of Chancery of Delaware or such other court shall deem proper.

7.4 Successful Defense. To the extent that any person referred to in section 7.2 or 7.3 of these By-Laws has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any action, suit or proceeding referred to therein or in defense of any claim, issue or matter therein, he shall be indemnified against Expenses actually and reasonably incurred by him in connection therewith.

7.5 Determination of Conduct. Any indemnification under section 7.2 or 7.3 of these By-Laws (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in section 7.2 or 7.3. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum (as defined in these By-laws) consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

7.6 Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding and any appeal upon receipt by the Corporation of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that the is not entitled to be indemnified by the Corporation.

7.7 Determination of Entitlement to Indemnification. The determination of the entitlement of any person to indemnification under section 7.2, 7.3 or 7.4 or to advancement of Expenses under

section 7.6 of these By-Laws shall be made promptly, and in any event within 60 days after the Corporation has received a written request for payment from or on behalf of a director or officer and payment of amounts due under such sections shall be made immediately after such determination. If no disposition of such request is made within said 60 days or if payment has not been made within 10 days thereafter, or if such request is rejected, the right to indemnification or advancement of Expenses provided by this By-Law shall be enforceable by or on behalf of the director or officer in any court of competent jurisdiction. In addition to the other amounts due under this By-Law, Expenses incurred by or on behalf of a director or officer in successfully establishing his right to indemnification or advancement of Expenses, in whole or in part, in any such action (or settlement thereof) shall be paid by the Corporation.

7.8 By-Laws Not Exclusive: Change in Law. The indemnification and advancement of Expenses provided by these By-Laws shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of Expenses may be entitled under any law (common or statutory), the Certificate of Incorporation, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, or while employed by or acting as a director or officer of the Corporation or as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Notwithstanding the provisions of these By-Laws, the Corporation shall indemnify or make advancement of Expenses to any person referred to in section 7.2 or 7.3 of this By-Law to the full extent permitted under the laws of Delaware and any other applicable laws, as they now exist or as they may be amended in the future.

7.9 Contract Rights. All rights to indemnification and advancement of Expenses provided by these By-Laws shall be deemed to be a contract between the Corporation and each director or officer of the Corporation who serves, served or has agreed to serve in such capacity, or at the request of the Corporation as director or officer of another corporation, partnership, joint venture, trust or other enterprise, at any time while these By-Laws and the relevant provisions of the General Corporation Law or other applicable law, if any, are in effect. Any repeal or modification of these By-Laws, or any repeal or modification of relevant provisions of the Delaware General Corporation Law or any other applicable law, shall not in any way diminish any rights to indemnification of or advancement of Expenses to such director or officer or the obligations of the Corporation.

7.10 Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was or has to become a director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of these By-Laws.

7.11 Indemnification of Employees or Agents. The Board of DirectorS may, by resolution, extend the provisions of these By-Laws pertaining to indemnification and advancement of Expenses to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was or has agreed to become an employee, agent or fiduciary of the Corporation or is or was serving or has agreed to serve at the request of the Corporation as a director, officer, employee, agent or fiduciary of another Corporation, partnership, joint venture, trust or other enterprise or with respect to any employee benefit plan (or its participants or beneficiaries) of the Corporation or any such other enterprise.

ARTICLE VIII

FISCAL YEAR

8.1 The fiscal year of the Corporation shall end on the thirty-first day of December in each year.

ARTICLE IX

DIVIDENDS

9.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares of capital stock in the manner and upon the terms and conditions provided by law and its Certificate of Incorporation.

ARTICLE X

SEAL

10.1 The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Delaware."

ARTICLE XI

WAIVER OF NOTICE

11.1 Whenever any notice whatever is required to be given under any provision of these By-Laws or of the Certificate of Incorporation or of the General Corporation Law, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice.

ARTICLE XII

AMENDMENTS

12.1 These By-Laws may be altered, amended or repealed and new By-Laws may be adopted at any meeting of the Board of Directors of the Corporation by a majority of the whole Board of Directors.

EXHIBIT 10.20

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NEWELL CO.

364-DAY CREDIT AGREEMENT

Dated as of August 11, 1994

$100,000,000

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
as Agent

ROYAL BANK OF CANADA,
as Co-Agent

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TABLE OF CONTENTS

This Table of Contents is not part of the Agreement to which it is attached but is inserted for convenience of reference only.

364-DAY CREDIT AGREEMENT dated as of August 11, 1994 among: NEWELL CO., a corporation duly organized and validly existing under the laws of the State of Delaware (formerly named "New Newell Co.", together with its successors, the "Company"); ANCHOR HOCKING CORPORATION, a corporation duly organized and validly existing under the laws of the State of Delaware (together with its successors, "Anchor"); NEWELL OPERATING COMPANY, a corporation duly organized and validly existing under the laws of the State of Delaware (formerly named "Newell Co.", together with its successors, "Newell"; each of Anchor and Newell, individually, a "Drawer" and, collectively, the "Drawers"); each of the banks which is a signatory hereto (together with its successors and permitted assigns, individually, a "Bank" and, collectively, the "Banks"); and THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), as Agent for the Banks (in such capacity, together with its successors in such capacity, the "Agent").

The Company and the Drawers have requested that the Banks extend credit to the Company and the Drawers (by making loans to the Company and creating and discounting bankers acceptances for account of the Drawers) in an aggregate principal or face amount not exceeding $100,000,000 at any one time outstanding, and the Banks are prepared to extend such credit upon the terms hereof. Accordingly, the parties hereto agree as follows:

SECTION 1. DEFINITIONS AND ACCOUNTING MATTERS.

1.01 Certain Defined Terms. As used herein, the following terms shall have the following meanings (all terms defined in this Section 1 or in other provisions of this Agreement in the singular to have the same meanings when used in the plural and vice versa):

"Acceptance" shall mean a draft drawn by a Drawer on a Bank payable to the order of such Bank in Dollars, conforming with the requirements of Section 2.04 hereof and accepted by such Bank in accordance with Section 2.04(f) hereof.

"Acceptance Account Party" shall mean, with respect to any Acceptance, the Drawer of such Acceptance.

"Acceptance Documents" shall mean, with respect to any Acceptance, the draft drawn by a Drawer in connection with the

creation and discount of such Acceptance and all other documents evidencing or otherwise relating to such Acceptance.

"Acceptance Liability" shall mean, with respect to any Acceptance, the joint and several obligation of the Company and the Acceptance Account Party to pay to the Agent at the Principal Office, for account of the Applicable Lending Office of the Accepting Bank, the face amount thereof as required by Section 2.04(h) hereof.

"Acceptance Quote" shall have the meaning assigned to such term in Section 2.04(c) hereof.

"Acceptance Quote Request" shall have the meaning assigned to such term in Section 2.04(b) hereof.

"Accepting Bank" shall mean, with respect to any Acceptance, the Bank that created and discounted such Acceptance.

"Adjusted Operating Income" shall mean, for any period, for the Company and its Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) the sum of (i) operating income for such period plus (ii) net income (or minus in the case of any net loss) from discontinued operations for such period plus (iii) interest and dividends received in cash during such period; provided that there shall be excluded from Adjusted Operating Income any income of any Person that accrued prior to the date it becomes a Subsidiary of the Company or is merged into or consolidated with the Company or any Subsidiary of the Company.

"All-In Rate" shall mean, with respect to any Acceptance, the rate at which any Bank offers to accept and discount such Acceptance as provided in Section 2.04(f) hereof.

"Applicable Lending Office" shall mean, for each Bank and for each type of Credit, the lending office of such Bank (or of an affiliate of such Bank) designated for such type of Credit on the signature pages hereof or such other office of such Bank (or of an affiliate of such Bank) as such Bank may from time to time specify to the Agent and the Company as the office by which its Credits of such type are (in the case of Loans) to be made and maintained or (in the case of Acceptances) to be accepted and discounted.

"Applicable Margin" shall mean:

(a) with respect to Base Rate Loans, 0%; and

(b) with respect to Eurodollar Loans, 1/4 of 1%;

provided that if the financial statements most recently delivered to the Agent under Section 8.01(a) hereof shall demonstrate that the Interest Coverage Ratio for the fiscal quarter of the Company to which such financial statements relate shall be less than 5.5 to 1, then the term "Applicable Margin" shall, with respect to each Eurodollar Loan, be increased to 5/16 of 1% during the fiscal quarter commencing immediately following the day on which such financial statements were delivered to the Agent under Section 8.01(a) hereof; provided that, for any day on which any Specified Default shall have occurred and be continuing, the Applicable Margin with respect to Eurodollar Loans shall be 5/16 of 1%. Notwithstanding the foregoing for any day on which more than 50% of the aggregate amount of the Commitments is utilized, the Applicable Margin with respect to each Eurodollar Loan shall be increased by 1/16 of 1% over what it otherwise would have been under the foregoing provisions of this definition.

"ASC Receivables Sale Agreement" shall mean the receivables sale agreement dated December 3, 1991 among the Company as seller and collection agent, Asset Securitization Cooperative Corporation as purchaser and Canadian Imperial Bank of Commerce as administrative agent, as amended, supplemented and otherwise modified and in effect from time to time.

"Base Rate" shall mean, with respect to any Base Rate Loan, for any day, the higher of (a) the Federal Funds Rate for such day plus 1/2 of 1% and (b) the Prime Rate for such day.

"Base Rate Loans" shall mean Loans which bear interest based upon the Base Rate.

"Basel Accord" shall mean the proposals for risk-based capital framework described by the Basel Committee on Banking Regulations and Supervisory Practices in its paper entitled "International Convergence of Capital Measurement and Capital Standards" dated July 1988, as amended, supplemented and otherwise modified and in effect from time to time, or any replacement thereof.

"Basic Documents" shall mean this Agreement and the Notes.

"Business Day" shall mean any day on which commercial banks are not authorized or required to close in New York City and, where such term is used in the definition of "Quarterly Date" in this Section 1.01 or if such day relates to the determination of rates of

interest or the giving of notices or quotes in connection with a LIBOR Auction or to a borrowing of, a payment or prepayment of principal of or interest on, or the Interest Period for, a Eurodollar Loan or a LIBOR Market Loan or a notice by the Company with respect to any such borrowing, payment, prepayment or Interest Period, which is also a day on which dealings in Dollar deposits are carried out in the London interbank market.

"Capital Assets" shall mean all property, plant or equipment which has been reflected in property, plant or equipment in any consolidated balance sheet of the Company and its Subsidiaries prepared in accordance with GAAP.

"Capital Lease Obligations" shall mean, as to any Person, the obligations of such Person to pay rent or other amounts under a lease of (or other agreement conveying the right to use) real and/or personal property which obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP (including Statement of Financial Accounting Standards No. 13 of the Financial Accounting Standards Board) and, for purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP (including such Statement No. 13).

"Chase" shall mean The Chase Manhattan Bank (National Association).

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

"Commitment" shall mean, as to each Bank, the obligation of such Bank to make Syndicated Loans in an aggregate amount at any one time outstanding equal to the amount set opposite such Bank's name on the signature pages hereof under the caption "Commitment" (as the same may be reduced pursuant to Section 2.05 hereof). The original aggregate principal amount of the Commitments is $100,000,000.

"Commitment Termination Date" shall mean the date 364 days after the date hereof, as the same may be extended pursuant to Section 2.11 hereof; provided that, if such date is not a Business Day, the Commitment Termination Date shall be the next preceding Business Day.

"Credit Extension" shall mean (i) the making of any Loan hereunder and (ii) the creation and discount of any Acceptance hereunder.

"Credits" shall mean Loans (which may be Base Rate Loans, Eurodollar Loans or Money Market Loans) and Acceptance Liabilities.

"Default" shall mean an Event of Default or an event which with notice or lapse of time or both would become an Event of Default.

"Determination Date" shall mean, for any Disposition, the last day of the fiscal quarter ending on or immediately preceding the date of such Disposition.

"Disposition" shall have the meaning assigned to that term in Section 8.07 hereof.

"Disposition Period" shall mean, for any Disposition, a period of twelve months ending on the date of such Disposition.

"Dollars" and "$" shall mean lawful money of the United States of America.

"Domestic Shipment" shall mean the sale and shipment by a Drawer to another Person from a location in the United States of America to another location in the United States of America of a specified type of goods.

"Environmental Affiliate" shall mean, as to any Person, any other Person whose liability (contingent or otherwise) for any Environmental Claim such Person may have retained, assumed or otherwise become liable (contingently or otherwise), whether by contract, operation of law or otherwise; provided that each Subsidiary of such Person, and each former Subsidiary or division of such Person transferred to another Person, shall in any event be an "Environmental Affiliate" of such Person.

"Environmental Claim" shall mean, with respect to any Person, any notice, claim, demand or other communication (whether written or oral) by any other Person alleging or asserting liability of such Person for investigatory costs, cleanup costs, governmental response costs, damages to natural resources or other Property, personal injuries, fines or penalties arising out of, based on or resulting from (a) the presence, or release into the environment, of any hazardous material at any location, whether or not owned by such Person, or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.

"Environmental Laws" shall mean any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes into the environment, including, without limitation, ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" shall mean any corporation or trade or business which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Company or is under common control (within the meaning of Section 414(c) of the Code) with the Company.

"Eurodollar Loans" shall mean Syndicated Loans the interest rates on which are determined on the basis of the LIBO Base Rate.

"Event of Default" shall have the meaning assigned to that term in Section 9 hereof.

"Federal Funds Rate" shall mean, for any day, the rate per annum (rounded upwards, if necessary, to the nearest 1/100th of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided that (i) if the day for which such rate is to be determined is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if such rate is not so published for any day, the Federal Funds Rate for such day shall be the average rate charged to Chase on such day on such transactions as determined by the Agent.

"Final Risk-Based Capital Guidelines" shall mean (i) the Final Risk-Based Capital Guidelines of the Board of Governors of the Federal Reserve System (12 C.F.R. Part 208, Appendix A; 12 C.F.R.

Part 225, Appendix A) and (ii) and the Final Risk-Based Capital Guidelines of the Office of the Comptroller of the Currency, and any successor or supplemental regulations (12 C.F.R. Part 3, Appendix A), and any successor regulations, in each case, as amended, supplemented and otherwise modified and in effect from time to time.

"GAAP" shall mean generally accepted accounting principles applied on a basis consistent with those which, in accordance with the last sentence of Section 1.02(a) hereof, are to be used in making the calculations for purposes of determining compliance with the provisions of this Agreement.

"Guarantee" of any Person shall mean any guarantee, endorsement, contingent agreement to purchase or to furnish funds for the payment or maintenance of, or any other contingent liability on or with respect to, the Indebtedness, other obligations, net worth, working capital or earnings of any other Person (including, without limitation, the liability of such Person in respect of the Indebtedness of any partnership of which such Person is a general partner), or the guarantee by such Person of the payment of dividends or other distributions upon the stock of any other Person, or the agreement by such Person to purchase, sell or lease (as lessee or lessor) property, products, materials, supplies or services primarily for the purpose of enabling any other Person to make payment of its obligations or to assure a creditor against loss, and the verb "Guarantee" shall have a correlative meaning, provided that the term "Guarantee" shall not include endorsements for collection or deposits in the ordinary course of business.

"Indebtedness" shall mean, as to any Person at any date (without duplication): (i) indebtedness created, issued, incurred or assumed by such Person for borrowed money or evidenced by bonds, debentures, notes or similar instruments; (ii) all obligations of such Person to pay the deferred purchase price of property or services, excluding, however, trade accounts payable (other than for borrowed money) arising in, and accrued expenses incurred in, the ordinary course of business of such Person so long as such trade accounts payable are paid within 120 days of the date the respective goods are delivered or the services are rendered; (iii) all Indebtedness of others secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; (iv) all Indebtedness of others Guaranteed by such Person; (v) all Capital Lease Obligations; (vi) the Investment Amount (if any); (vii) reimbursement obligations of such Person (whether contingent or otherwise) in respect of bankers acceptances, surety or other bonds and similar instruments (other than

commercial, standby or performance letters of credit); and (viii) unpaid reimbursement obligations of such Person (other than contingent obligations) in respect of commercial, standby or performance letters of credit.

"Indenture" shall mean the Indenture dated as of April 15, 1992 between the Company and Chase, as trustee, as amended and in effect from time to time.

"Interest Coverage Ratio" shall mean, for any period, the ratio of (i) the Adjusted Operating Income for such period to (ii) Interest Expense for such period.

"Interest Expense" shall mean, for any period, the sum, for the Company and its Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP), of (a) all interest paid during such period in cash, or accrued during such period as an expense, in respect of Indebtedness (including, without limitation, imputed interest on Capital Lease Obligations and amortization of original issue discount) plus (b) all fees or commissions and net losses payable during such period in respect of any bankers acceptances, surety bonds, letters of credit or similar instruments plus (c) the aggregate amount of fees and expenses paid by the Company during such period pursuant to Article V of the ASC Receivables Sale Agreement (other than legal fees and expenses paid pursuant to Section 5.2 thereof and the amount of any Collection Agent Fee (as such term is defined therein) retained by the Company in its capacity as Collection Agent (as such term is defined therein) pursuant to Section 5.1.4 thereof) plus (d) comparable fees and expenses paid by the Company during such period under any other Receivables Sales Agreement.

"Interest Period" shall mean:

(a) With respect to any Eurodollar Loan, the period commencing on the date such Eurodollar Loan is made and ending on the numerically corresponding day in the first, second, third or sixth calendar month thereafter, as the Company may select as provided in Section 2.02 hereof, except that each Interest Period which commences on the last Business Day of a calendar month (or on any day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Business Day of the appropriate subsequent calendar month.

(b) With respect to any Base Rate Loan, the period commencing on the date such Base Rate Loan is made and ending on the date 30 days thereafter.

(c) With respect to any Set Rate Loan, the period commencing on the date such Set Rate Loan is made and ending on any Business Day up to 180 days thereafter, as the Company may select as provided in Section 2.03(b) hereof.

(d) With respect to any LIBOR Market Loan, the period commencing on the date such LIBOR Market Loan is made and ending on the numerically corresponding day in the first, second, third or sixth calendar month thereafter, as the Company may select as provided in Section 2.03(b) hereof, except that each Interest Period which commences on the last Business Day of a calendar month (or any day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Business Day of the appropriate subsequent calendar month.

Notwithstanding the foregoing: (i) if any Interest Period would otherwise commence before and end after the Commitment Termination Date, such Interest Period shall end on the Commitment Termination Date; (ii) each Interest Period which would otherwise end on a day which is not a Business Day shall end on the next succeeding Business Day (or, in the case of an Interest Period for any LIBO Rate Loans, if such next succeeding Business Day falls in the next succeeding calendar month, on the next preceding Business Day); and (iii) notwithstanding clause (i) above, no Interest Period for any LIBO Rate Loans shall have a duration of less than one month and, if the Interest Period for any such Loans would otherwise be a shorter period, such Loans shall not be available hereunder.

"Investment Amount" shall mean the amount described in (i) clause (1) of the definition of "Investment" in the ASC Receivables Sale Agreement or (ii) any comparable provision in any other Receivables Sales Agreement.

"LIBO Base Rate" shall mean, with respect to any LIBO Rate Loan:

(a) the rate per annum (rounded upwards, if necessary, to the nearest 1/16 of 1%) appearing on the Dow Jones Telerate Service Page 3750 (British Bankers Association Settlement Rate) (or such other page as may replace that page in that service) as the London Interbank Offered Rate for Dollar deposits at

approximately 11:00 a.m. London time (or as soon thereafter as practicable) two Business Days prior to the first day of the Interest Period for such Loan, having a term comparable to such Interest Period and in an amount of $1,000,000 or more; or

(b) if such rate does not appear on the Dow Jones Telerate Service Page 3750 (or, if said page shall cease to be publicly available or if the information contained on said page, in the Agent's reasonable judgment, shall cease accurately to reflect such London Interbank Offered Rate, as reported by any publicly available source of similar market data selected by the Agent that, in the Agent's reasonable judgment, accurately reflects such London Interbank Offered Rate), the LIBO Base Rate shall mean, with respect to any LIBO Rate Loan for any Interest Period, the arithmetic mean, as determined by the Agent, of the rate per annum (rounded upwards, if necessary, to the nearest 1/16 of 1%) quoted by each Reference Bank at approximately 11:00 a.m. London time (or as soon thereafter as practicable) two Business Days prior to the first day of the Interest Period for such Loan for the offering by such Reference Bank to leading banks in the London interbank market of Dollar deposits having a term comparable to such Interest Period and in an amount comparable to the principal amount of the LIBO Rate Loan to be made by such Reference Bank (or its Applicable Lending Office, as the case may be) for such Interest Period; provided that (i) if any Reference Bank is not participating in any Eurodollar Loan, the LIBO Base Rate for such Loan shall be determined by reference to the amount of the Loan which such Reference Bank would have made had it been participating in such Loans, (ii) in determining the LIBO Base Rate with respect to any LIBOR Market Loan, each Reference Bank shall be deemed to have made a LIBOR Market Loan in an amount equal to $1,000,000, (iii) each Reference Bank agrees to use its best efforts to furnish timely information to the Agent for purposes of determining the LIBO Base Rate and (iv) if any Reference Bank does not furnish such timely information for determination of the LIBO Base Rate, the Agent shall determine such interest rate on the basis of timely information furnished by the remaining Reference Banks.

"LIBOR Auction" shall mean a solicitation of Money Market Quotes setting forth Money Market Margins based on the LIBO Rate pursuant to Section 2.03 hereof.

"LIBOR Market Loans" shall mean Money Market Loans the interest rates on which are determined on the basis of LIBO Rates pursuant to a LIBOR Auction.

"LIBO Rate" shall mean, for any LIBO Rate Loan, a rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined by the Agent to be equal to the LIBO Base Rate for the Interest Period for such Loan divided by 1 minus the Reserve Requirement for such Loan for such Interest Period.

"LIBO Rate Loans" shall mean Eurodollar Loans and LIBOR Market Loans.

"Lien" shall mean, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset. For the purposes of this Agreement, the Company or any Subsidiary shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

"Loans" shall mean Money Market Loans and Syndicated Loans.

"Majority Banks" shall mean Banks having at least 66-2/3% of (i) the aggregate amount of the Commitments and (ii) if the Commitments shall have been terminated, the aggregate outstanding principal amount of all Loans and the aggregate outstanding amount of all Acceptance Liabilities.

"Major Subsidiary" shall mean, at any time, any Subsidiary of the Company if the revenues of such Subsidiary and its Subsidiaries for the four consecutive fiscal quarters of such Subsidiary most recently ended (determined on a consolidated basis without duplication in accordance with GAAP and whether or not such Person was a Subsidiary of the Company during all or any part of the fiscal period of the Company referred to below) exceed an amount equal to 7-1/2% of the revenues of the Company and its Subsidiaries for the four consecutive fiscal quarters of the Company most recently ended (determined on a consolidated basis without duplication in accordance with GAAP and including such Subsidiary and its Subsidiaries on a pro forma basis if such Subsidiary was not a Subsidiary of the Company).

"Material Adverse Effect" shall mean a material adverse effect on (i) the consolidated financial condition, operations, business or prospects of the Company and its Subsidiaries (taken as a whole), (ii) the ability of the Company or any of its Subsidiaries to perform its obligations under any of the Basic Documents to which it

is a party or (iii) the validity or enforceability of any of the Basic Documents.

"Maturity Date" shall mean, with respect to any Acceptance, the maturity date of the draft whose acceptance by the Accepting Bank created such Acceptance.

"Money Market Borrowing" shall have the meaning assigned to that term in Section 2.03(b) hereof.

"Money Market Loan Limit" shall have the meaning assigned to that term in Section 2.03(c)(ii) hereof.

"Money Market Loans" shall mean the loans provided for by Section 2.03 hereof.

"Money Market Margin" shall have the meaning assigned to that term in Section 2.03(c)(ii)(C) hereof.

"Money Market Quote" shall have the meaning assigned to that term in Section 2.03(c) hereof.

"Money Market Quote Request" shall have the meaning assigned to that term in Section 2.03(b) hereof.

"Money Market Rate" shall have the meaning assigned to that term in Section 2.03(c)(ii)(D) hereof.

"Multiemployer Plan" shall mean a Plan defined as such in Section 3(37) of ERISA to which contributions are being made, or have been made since January 1, 1980 by the Company or any ERISA Affiliate and which is covered by Title IV of ERISA.

"Net Worth" shall mean, at any time, the consolidated stockholders' equity of the Company and its Subsidiaries determined on a consolidated basis without duplication in accordance with GAAP.

"Non-Strategic Property" shall mean Property acquired as part of the acquisition of a business made after the date hereof that is designated by resolution of the Board of Directors of the Company adopted no later than six months after such acquisition as non-strategic Property.

"Notes" shall mean the promissory notes provided for by Section 2.09 hereof.

"Obligor" shall mean the Company and each Drawer.

"PBGC" shall mean the Pension Benefit Guaranty Corporation or any entity succeeding to any or all its functions under ERISA.

"Person" shall mean an individual, a corporation, a company, a voluntary association, a partnership, a trust, an unincorporated organization or a government or any agency, instrumentality or political subdivision thereof.

"Plan" shall mean an employee benefit or other plan established or maintained by the Company or any ERISA Affiliate and which is covered by Title IV of ERISA, other than a Multiemployer Plan.

"Post-Default Rate" shall mean, in respect of any principal of any Loan, the amount of any Acceptance Liability or any other amount payable by the Company under this Agreement or any Note which is not paid when due (whether at stated maturity, by acceleration or otherwise), a rate per annum during the period commencing on the due date until such amount is paid in full equal to the sum of 2% plus the Base Rate as in effect from time to time plus the Applicable Margin for Base Rate Loans (provided that, if such amount in default is principal of a LIBO Rate Loan or a Set Rate Loan and the due date is a day other than the last day of the Interest Period therefor, the "Post-Default Rate" for such principal shall be, for the period commencing on the due date and ending on the last day of the Interest Period therefor, 2% above the interest rate for such Loan as provided in Section 3.02 hereof and, thereafter, the rate provided for above in this definition).

"Prime Rate" shall mean the rate of interest from time to time announced by Chase at the Principal Office as its prime commercial lending rate.

"Principal Office" shall mean the principal office of the Agent and Chase presently located at 1 Chase Manhattan Plaza, New York, New York 10081.

"Property" shall mean any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible (including, without limitation, shares of capital stock).

"Quarterly Dates" shall mean the last Business Day of each March, June, September and December, the first of which shall be the first such day after the date of this Agreement.

"Receivables Sale Agreement" shall mean (i) the ASC Receivables Sale Agreement and (ii) any other comparable agreement providing for the periodic sales of accounts receivable.

"Reference Banks" shall mean Chase and Royal Bank of Canada.

"Regulation D" shall mean Regulation D of the Board of Governors of the Federal Reserve System (or any successor), as the same may be amended or supplemented from time to time.

"Regulatory Change" shall mean, with respect to any Bank, any change after the date of this Agreement in United States Federal, state or foreign law or regulations (including Regulation D) or the adoption or making after such date of any interpretations, directives or requests applying to a class of banks including such Bank of or under any United States Federal, state or foreign law or regulations (whether or not having the force of law) by any court or governmental or monetary authority charged with the interpretation or administration thereof.

"Reserve Requirement" shall mean, for any Interest Period for any LIBO Rate Loan, the effective maximum rate at which reserves (including any marginal, supplemental or emergency reserves) are required to be maintained during such Interest Period under Regulation D by member banks of the Federal Reserve System in New York City with deposits exceeding one billion Dollars against "Eurocurrency liabilities" (as such term is used in Regulation D). Without limiting the effect of the foregoing, the Reserve Requirement shall reflect any other reserves required to be maintained by such member banks by reason of any Regulatory Change against (i) any category of liabilities which includes deposits by reference to which the LIBO Base Rate is to be determined or (ii) any category of extensions of credit or other assets which includes LIBO Rate Loans.

"Set Rate Auction" shall mean a solicitation of Money Market Quotes setting forth Money Market Rates pursuant to Section 2.03 hereof.

"Set Rate Loans" shall mean Money Market Loans the interest rates on which are determined on the basis of Money Market Rates pursuant to a Set Rate Auction.

"Significant Subsidiary" shall mean, at any time, any Subsidiary of the Company if the revenues of such Subsidiary and its Subsidiaries for the four consecutive fiscal quarters of such Subsidiary most recently ended (determined on a consolidated basis without duplication in accordance with GAAP and whether or not such Person was a Subsidiary of the Company during all or any part of the fiscal period of the Company referred to below) exceed an amount equal to 5% of the revenues of the Company and its Subsidiaries for the four consecutive fiscal quarters of the Company most recently ended (determined on a consolidated basis without duplication in accordance with GAAP and including such Subsidiary and its Subsidiaries on a pro forma basis of such Subsidiary was not a Subsidiary of the Company).

"Specified Default" shall mean any Default under Sections 8.01(a) or 8.01(b) hereof.

"Subsidiary" of any Person shall mean any corporation of which at least a majority of the outstanding shares of stock having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether or not at the time stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person and/or one or more of the Subsidiaries of such Person. "Wholly-Owned Subsidiary" shall mean any such corporation of which all such shares, other than directors' qualifying shares, are so owned or controlled.

"Syndicated Loans" shall mean the loans provided for by Section 2.01 hereof.

"Syndicated Notes" shall mean the promissory notes provided for by Section 2.09(a) hereof.

"Tenor" shall mean, with respect to any Acceptance, the period from the date of such Acceptance to the Maturity Date of such Acceptance.

"Total Capital" shall mean the sum of (i) Net Worth plus (ii) Total Indebtedness.

"Total Consolidated Assets" shall mean, as at any time, the total of all the assets appearing on the consolidated balance sheet of the Company and its Subsidiaries determined in accordance with generally accepted accounting principles applicable to the type of

business in which the Company and such Subsidiaries are engaged, and may be determined as of a date, selected by the Company, not more than sixty days prior to the happening of the event for which such determination is being made.

"Total Indebtedness" shall mean, as at any time, the total Indebtedness of the Company and its Subsidiaries determined on a consolidated basis without duplication.

1.02 Accounting Terms and Determinations.

(a) All accounting terms used herein shall be interpreted, and, unless otherwise disclosed to the Banks in writing at the time of delivery thereof in the manner described in subsection (b) below, all financial statements and certificates and reports as to financial matters required to be delivered to the Banks hereunder shall be prepared, in accordance with generally accepted accounting principles applied on a basis consistent with those used in the preparation of the latest financial statements furnished to the Banks hereunder after the date hereof (or, until such financial statements are furnished, consistent with those used in the preparation of the financial statements referred to in Section 7.02(a) hereof). All calculations made for the purposes of determining compliance with the terms of Sections 8.07(a)(vii), 8.10 and 8.11 hereof shall, except as otherwise expressly provided herein, be made by application of generally accepted accounting principles applied on a basis consistent with those used in the preparation of the annual or quarterly financial statements furnished to the Banks pursuant to Section 8.01 hereof (or, until such financial statements are furnished, consistent with those used in the preparation of the financial statements referred to in Section 7.02(a) hereof) unless (i) the Company shall have objected to determining such compliance on such basis at the time of delivery of such financial statements or (ii) the Majority Banks shall so object in writing within 30 days after delivery of such financial statements, in either of which events such calculations shall be made on a basis consistent with those used in the preparation of the latest financial statements as to which such objection shall not have been made (which, if objection is made in respect of the first financial statements delivered under Section 8.01 hereof, shall mean the financial statements referred to in Section 7.02(a) hereof).

(b) The Company shall deliver to the Banks at the same time as the delivery of any annual or quarterly financial statement under Section 8.01 hereof (i) a description in reasonable detail of any material variation between the application of accounting principles

employed in the preparation of such statement and the application of accounting principles employed in the preparation of the next preceding annual or quarterly financial statements as to which no objection has been made in accordance with the last sentence of subsection (a) above and (ii) reasonable estimates of the difference between such statements arising as a consequence thereof.

(c) To enable the ready and consistent determination of compliance with the covenants set forth in Section 8 hereof, the Company shall not change the last day of its fiscal year from December 31, or the last days of the first three fiscal quarters in each of its fiscal years from March 31, June 30 and September 30, respectively.

SECTION 2. COMMITMENTS.

2.01 Syndicated Loans. Each Bank severally agrees, on the terms of this Agreement, to make loans to the Company during the period from and including the date hereof to and including the Commitment Termination Date in an aggregate principal amount at any one time outstanding up to but not exceeding the amount of such Bank's Commitment as then in effect. Subject to the terms of this Agreement, during such period the Company may borrow, repay and reborrow the amount of the Commitments; provided that the aggregate outstanding principal amount of all Syndicated Loans and all Money Market Loans, together with the aggregate outstanding amount of Acceptance Liabilities, at any one time shall not exceed the aggregate amount of the Commitments at such time; and provided, further, that there may be no more than fifteen (15) different Interest Periods for both Syndicated Loans and Money Market Loans outstanding at the same time (for which purpose Interest Periods described in different lettered clauses of the definition of the term "Interest Period" shall be deemed to be different Interest Periods even if they are coterminous). The Syndicated Loans may be Base Rate Loans or Eurodollar Loans (each a "type" of Syndicated Loan).

2.02 Borrowings of Syndicated Loans. The Company shall give the Agent (which shall promptly notify the Banks) notice of each borrowing hereunder of Syndicated Loans, which notice shall be irrevocable and effective only upon receipt by the Agent, shall specify with respect to the Syndicated Loans to be borrowed (i) the aggregate amount (which shall be at least $1,000,000 in the case of Base Rate Loans and $5,000,000 in the case of Eurodollar Loans and in

an integral multiple of $1,000,000 in excess thereof), (ii) the type and date (which shall be a Business Day) and (iii) (in the case of Eurodollar Loans) the duration of the Interest Period therefor, and each such notice shall be given not later than 11:00 a.m. New York time on the day which is not less than the number of Business Days prior to the date of such borrowing specified below opposite the type of such Loans:

Type	Number of Business Days
Base Rate Loans	0
Eurodollar Loans	3

Not later than 2:00 p.m. New York time on the date specified for each Syndicated Loan borrowing hereunder, each Bank shall make available the amount of the Syndicated Loan to be made by it on such date to the Agent, at the Principal Office, in immediately available funds. The amount so received by the Agent shall, subject to the terms and conditions of this Agreement, promptly be made available to the Company by depositing the same, in immediately available funds, in an account of the Company maintained with Chase at the Principal Office designated by the Company.

2.03 Money Market Loans.

(a) In addition to borrowings of Syndicated Loans, the Company may, as set forth in this Section 2.03, request the Banks to make offers to make Money Market Loans to the Company. The Banks may, but shall have no obligation to, make such offers and the Company may, but shall have no obligation to, accept any such offers in the manner set forth in this Section 2.03. Money Market Loans may be LIBOR Market Loans or Set Rate Loans (each a "type" of Money Market Loan), provided that:

(i) there may be no more than fifteen (15) different Interest Periods for both Syndicated Loans and Money Market Loans outstanding at the same time (for which purpose Interest Periods described in different lettered clauses of the definition of the term "Interest Period" shall be deemed to be different Interest Periods even if they are coterminous); and

(ii) the aggregate outstanding principal amount of all Money Market Loans and all Syndicated Loans, together with the aggregate outstanding amount of all Acceptance Liabilities, at

any one time shall not exceed the aggregate amount of the Commitments at such time.

(b) When the Company wishes to request offers to make Money Market Loans, it shall give the Agent (which shall promptly notify the Banks) notice in the form of Exhibit E hereto (a "Money Market Quote Request") so as to be received no later than 11:00 a.m. New York time on (x) the fifth Business Day prior to the date of borrowing proposed therein in the case of a LIBOR Auction or (y) the Business Day next preceding the date of borrowing proposed therein, in the case of a Set Rate Auction, specifying:

(i) the proposed date of such borrowing (a "Money Market Borrowing"), which shall be a Business Day;

(ii) the aggregate amount of such Money Market Borrowing, which shall be at least $5,000,000 (or an integral multiple of $1,000,000 in excess thereof) but shall not cause the limits specified in Section 2.03(a) hereof to be violated;

(iii) the duration of the Interest Period applicable thereto; and

(iv) whether the Money Market Quotes requested are to set forth a Money Market Margin or a Money Market Rate.

The Company may request offers to make Money Market Loans for up to three different Interest Periods in a single Money Market Quote Request; provided that the request for each separate Interest Period shall be deemed to be a separate Money Market Quote Request for a separate Money Market Borrowing. Except as otherwise provided in the preceding sentence, no Money Market Quote Request shall be given within five Business Days of any other Money Market Quote Request.

(c) (i) Any Bank may, by notice to the Agent in the form of Exhibit F hereto (a "Money Market Quote"), submit an offer to make a Money Market Loan in response to any Money Market Quote Request; provided that, if the Company's request under Section 2.03(b) hereof specified more than one Interest Period, such Bank may make a single submission containing a separate offer for each such Interest Period and each such separate offer shall be deemed to be a separate Money Market Quote. Each Money Market Quote must be submitted to the Agent not later than (x) 2:00 p.m. New York time on the fourth Business Day prior to the proposed date of borrowing, in the case of a LIBOR Auction or (y) 11:00 a.m. New York time on the proposed date of

borrowing, in the case of a Set Rate Auction; provided that any Money Market Quote submitted by Chase (or its Applicable Lending Office) may be submitted, and may only be submitted, if Chase (or such Applicable Lending Office) notifies the Company of the terms of the offer contained therein not later than (x) 1:00 p.m. New York time on the fourth Business Day prior to the proposed date of borrowing, in the case of a LIBOR Auction or (y) 10:45 a.m. New York time on the proposed date of borrowing, in the case of a Set Rate Auction. Subject to Sections 5.03, 6.02 and 9 hereof, any Money Market Quote so made shall be irrevocable except with the written consent of the Agent given on the instructions of the Company.

(ii) Each Money Market Quote shall specify:

(A) the proposed date of borrowing and the Interest Period therefor;

(B) the principal amount of the Money Market Loan for which each such offer is being made, which principal amount (x) may be greater than or less than the Commitment of the quoting Bank, (y) must be in an integral multiple of $1,000,000, and (z) may not exceed the principal amount of the Money Market Borrowing for which offers were requested;

(C) in the case of a LIBOR Auction, the margin above or below the applicable LIBO Rate (the "Money Market Margin") offered for each such Money Market Loan, expressed as a percentage (rounded to the nearest 1/10,000th of 1%) to be added to or subtracted from the applicable LIBO Rate;

(D) in the case of a Set Rate Auction, the rate of interest per annum (rounded to the nearest 1/10,000th of 1%) (the "Money Market Rate") offered for each such Money Market Loan; and

(E) the identity of the quoting Bank.

No Money Market Quote shall contain qualifying, conditional or similar language or propose terms other than or in addition to those set forth in the applicable Money Market Quote Request and, in particular, no Money Market Quote may be conditioned upon acceptance by the Company of all (or some specified minimum) of the principal amount of the Money Market Loan for which such Money Market Quote is being made; provided that the submission of any Bank containing more than one Money Market Quote may be conditioned on the Company not accepting

offers contained in such submission that would result in such Bank making Money Market Loans pursuant thereto in excess of a specified aggregate amount (the "Money Market Loan Limit").

(d) The Agent shall (x) in the case of a Set Rate Auction, as promptly as practicable after the Money Market Quote is submitted (but in any event not later than 11:15 a.m. New York time) or (y) in the case of a LIBOR Auction, by 4:00 p.m. New York time on the day a Money Market Quote is submitted, notify the Company of the terms (i) of any Money Market Quote submitted by a Bank that is in accordance with Section 2.03(c) hereof and (ii) of any Money Market Quote that amends, modifies or is otherwise inconsistent with a previous Money Market Quote submitted by such Bank with respect to the same Money Market Quote Request. Any such subsequent Money Market Quote shall be disregarded by the Agent unless such subsequent Money Market Quote is submitted solely to correct a manifest error in such former Money Market Quote. The Agent's notice to the Company shall specify (A) the aggregate principal amount of the Money Market Borrowing for which offers have been received and (B) the respective principal amounts and Money Market Margins or Money Market Rates, as the case may be, so offered by each Bank (identifying the Bank that made each Money Market Quote).

(e) Not later than (x) 11:00 a.m. New York time on the third Business Day prior to the proposed date of borrowing, in the case of a LIBOR Auction or (y) noon New York time on the proposed date of borrowing, in the case of a Set Rate Auction, the Company shall notify the Agent of its acceptance or nonacceptance of the offers so notified to it pursuant to Section 2.03(d) hereof (which notice shall specify the aggregate principal amount of offers from each Bank for each Interest Period that are accepted; and the failure of the Company to give such notice by such time shall constitute non-acceptance) and the Agent shall promptly notify each affected Bank of the acceptance or non-acceptance of its offers. The notice by the Agent shall also specify the aggregate principal amount of offers for each Interest Period that were accepted. The Company may accept any Money Market Quote in whole or in part (provided that any Money Market Quote accepted in part from any Bank shall be in an integral multiple of $1,000,000); provided that:

(i) the aggregate principal amount of each Money Market Borrowing may not exceed the applicable amount set forth in the related Money Market Quote Request;

(ii) the aggregate principal amount of each Money Market Borrowing shall be at least $5,000,000 (or an integral multiple of $1,000,000 in excess thereof) but shall not cause the limits specified in Section 2.03(a) hereof to be violated);

(iii) acceptance of offers may, subject to clause (v) below, only be made in ascending order of Money Market Margins or Money Market Rates, as the case may be;

(iv) the Company may not accept any offer where the Agent has advised the Company that such offer fails to comply with Section 2.03(c)(ii) hereof or otherwise fails to comply with the requirements of this Agreement (including, without limitation, Section 2.03(a) hereof); and

(v) the aggregate principal amount of each Money Market Borrowing from any Bank may not exceed any applicable Money Market Loan Limit of such Bank.

If offers are made by two or more Banks with the same Money Market Margins or Money Market Rates, as the case may be, for a greater aggregate principal amount than the amount in respect of which offers are accepted for the related Interest Period, the principal amount of Money Market Loans in respect of which such offers are accepted shall be allocated by the Company among such Banks as nearly as possible (in an integral multiple of $1,000,000) in proportion to the aggregate principal amount of such offers. Determinations by the Company of the amounts of Money Market Loans shall be conclusive in the absence of manifest error.

(f) Any Bank whose offer to make any Money Market Loan has been accepted in accordance with the terms and conditions of this Section 2.03 shall, not later than 2:00 p.m. New York time on the date specified for the making of such Loan, make the amount of such Loan available to the Agent at the Principal Office in immediately available funds. The amount so received by the Agent shall, subject to the terms and conditions of this Agreement, promptly be made available to the Company on such date by depositing the same, in immediately available funds, in an account of the Company maintained with Chase at the Principal Office designated by the Company.

(g) The amount of any Money Market Loan made by any Bank shall not constitute a utilization of such Bank's Commitment.

2.04 Acceptances.

(a) In addition to borrowings of Loans, each Drawer may, as set forth in this Section 2.04, request the Banks to make offers to create and discount Acceptances that arise out of Domestic Shipments. The Banks may, but shall have no obligation to, make such offers in the manner provided in this Section 2.04, and the Drawer submitting any such request may, but shall have no obligation to, accept any such offers made in response to such request, provided that:

(i) the aggregate outstanding amount of all Acceptance Liabilities, together with the aggregate outstanding principal amount of all Loans, at any one time shall not exceed the aggregate amount of the Commitments at such time; and

(ii) in no event shall the Maturity Date of any Acceptance occur on or after the Commitment Termination Date.

(b) When a Drawer wishes to request offers to create and discount Acceptances, it shall give the Agent (which shall promptly notify the Banks) notice in the form of Exhibit G hereto (an "Acceptance Quote Request") so as to be received by the Agent no later than 11:00 a.m. New York time on the Business Day next preceding the date proposed therein for the creation and discount of such Acceptances, specifying:

(i) the aggregate face amount of such Acceptances (which shall be at least $5,000,000 or any integral multiple of $100,000 in excess thereof);

(ii) the Tenor of such Acceptances (which in any event may not exceed six months);

(iii) the type and C.I.F. value of the goods out of whose Domestic Shipment such Acceptances will arise;

(iv) the date of shipment (which in any event may not be more than 30 days prior to the date proposed in the Acceptance Quote Request for the creation and discount of such Acceptances);

(v) the city and state of origin of shipment; and

(vi) the city and state of destination of shipment.

Each Acceptance Quote Request shall constitute a certification by a Drawer, with respect to the Acceptances requested in such Acceptance Quote Request, to the effect set forth below:

(i) such Acceptances will arise out of a Domestic Shipment;

(ii) the aggregate face amount of such Acceptances will not exceed the aggregate C.I.F. value of the goods included in such Domestic Shipment;

(iii) no other financing has been or will be outstanding with respect to such Domestic Shipment;

(iv) the Maturity Date of such Acceptances will be reasonably commensurate with the date on which payment for the goods included in such Domestic Shipment will become due (which Tenor constitutes credit terms that are (x) customarily given by the relevant Drawer and (y) usual in the industry in which such Drawer operates);

(v) the goods included in such Domestic Shipment have been shipped within 30 days prior to the date of such Acceptance;

(vi) the goods included in such Domestic Shipment have been shipped either (x) from one State of the United States to another State or (y) in the case of a shipment within one State of the United States, not less than 25 miles from the location of origin of such Domestic Shipment; and

(vii) such Domestic Shipment does not involve a retail sale to a consumer.

No Acceptance Quote Request shall be given within five Business Days of any other Acceptance Quote Request.

(c) (i) Any Bank may, by submitting a notice to the Agent in the form of Exhibit H hereto (an "Acceptance Quote"), offer to create and discount Acceptances in response to any Acceptance Quote Request. Each Acceptance Quote must be submitted to the Agent not later than 11:00 a.m. New York time on the proposed date of creation and discount of the relevant Acceptances; provided that any Acceptance Quote submitted by Chase (or its Applicable Lending Office) may be submitted, and may only be submitted, if Chase (or such Applicable Lending Office) notifies the Drawer that submitted the relevant Acceptance Quote Request

of the terms of the offer contained in such Acceptance Quote not later than 10:45 a.m. New York time on the proposed date of creation and discount of the relevant Acceptances. Subject to Sections 6.02 and 9 hereof, any Acceptance Quote so made shall be irrevocable except with the written consent of the Agent given on the instructions of the Drawer that requested the submission of such Acceptance Quote.

(ii) No Acceptance Quote shall propose terms other than or in addition to those requested in the applicable Acceptance Quote Request and, in particular, no Acceptance Quote may be conditioned upon acceptance by the Drawer that requested the submission of such Acceptance Quote of all (or some specified minimum) of the aggregate face amount of the Acceptances requested in the relevant Acceptance Quote Request; provided that the minimums specified in Section 2.04(e) hereof shall apply.

(d) The Agent shall, as promptly as practicable (but in any event not later than 11:15 a.m. New York time), notify the Drawer submitting an Acceptance Quote Request of the terms (i) of any Acceptance Quote submitted by a Bank in response to such Acceptance Quote Request that is in accordance with Section 2.04(c) hereof and (ii) of any Acceptance Quote that amends, modifies or is otherwise inconsistent with a previous Acceptance Quote submitted by such Bank with respect to the same Acceptance Quote Request. Any such subsequent Acceptance Quote shall be disregarded by the Agent unless such subsequent Acceptance Quote is submitted solely to correct a manifest error in such former Acceptance Quote. The Agent's notice to the Drawer that submitted an Acceptance Quote Request shall specify (A) the aggregate face amount of the Acceptances for which offers have been received in response thereto and (B) the aggregate face amount and All-In Rate for the Acceptances each Bank has offered to create and discount in response to such Acceptance Quote Request (identifying the Bank that made each Acceptance Quote).

(e) Not later than noon New York time on the proposed date of creation and discount of Acceptances, the Drawer requesting the creation and discount of such Acceptances shall notify the Agent of its acceptance or nonacceptance of the offers for the creation and discount of such Acceptances so notified to it pursuant to Section 2.04(d) hereof (which notice shall specify the aggregate face amount of Acceptances that are accepted with respect to each Bank whose offer is accepted in whole or in part; and the failure of the Drawer to give such notice by such time shall constitute non-acceptance) and the Agent shall promptly notify each affected Bank of

the acceptance or non-acceptance of its offer. The notice by the Agent shall also specify the aggregate face amount of Acceptances that were accepted. The Drawer that submitted an Acceptance Quote Request may accept any Acceptance Quote submitted in response thereto in whole or in part (provided that any Acceptance Quote accepted in part from any Bank shall be at least equal to $1,000,000 or an integral multiple of $100,000 in excess thereof); provided that:

(i) the aggregate face amount of the Acceptances created and discounted may not exceed the aggregate face amount of Acceptances for which Acceptance Quotes are requested in the related Acceptance Quote Request;

(ii) acceptance of offers may only be made in ascending order of their respective All-In Rates; and

(iii) no offer may be accepted if the Agent has advised the Drawer that such offer fails to comply with Section 2.04(c)(ii) hereof or otherwise fails to comply with the requirements of this Agreement (including, without limitation, Section 2.04(a) hereof).

If offers are made by two or more Banks in response to an Acceptance Quote Request with the same All-In Rates for an aggregate face amount of Acceptances that is, together with the aggregate face amount of Acceptances offered with lower All-In Rates, greater than the aggregate face amount of Acceptances permitted to be accepted as provided in clause (i) of the proviso to the immediately preceding sentence, the aggregate face amount of Acceptances in respect of which such offers with the same
All-In Rates are accepted shall be allocated by the Drawer that submitted such Acceptance Quote Request among such Banks as nearly as possible (in a minimum amount of $1,000,000 or any integral multiple of $100,000 in excess thereof) in proportion to the aggregate face amount of such offers.

(f) Any Bank whose offer to create and discount Acceptances has been accepted in a specified aggregate amount shall, not later than 2:00 p.m. New York time on the date specified for the creation and discount of such Acceptances:

(i) create such Acceptances in such aggregate amount by the acceptance at the Applicable Lending Office of such Bank of a draft or drafts in the form customarily employed by such Bank in

creating bankers acceptances (the denomination of each such Acceptance to be selected by such Bank in its sole discretion);

(ii) discount such Acceptances at the All-In Rate specified for such Acceptances in the applicable Acceptance Quote;

(iii) give the Agent notice of the creation and discount of such Acceptances, specifying the aggregate face amount thereof and All-In Rate therefor; and

(iv) pay to the Agent for account of such Drawer an amount equal to the proceeds of such discount.

The amount so received by the Agent shall, subject to the terms and conditions of this Agreement, be promptly made available by the Agent to such Drawer by depositing the same, in immediately available funds, in an account of such Drawer maintained with Chase at the Principal Office designated by such Drawer.

(g) The amount of any Acceptance Liability with respect to any outstanding Acceptance made by any Bank shall not constitute a utilization of such Bank's Commitment.

(h) With respect to any Acceptance created and discounted hereunder, the Company and the Acceptance Account Party unconditionally and jointly and severally agree to pay to the Agent, for account of the Applicable Lending Office of the Accepting Bank, on the Maturity Date of such Acceptance, or on such earlier date as may be required pursuant to the terms of this Agreement, the face amount of such Acceptance. The Agent shall maintain on its books accounts showing the aggregate face amount of the Acceptance Liabilities owing from time to time to the Banks hereunder. If either the Company or the Acceptance Account Party shall default in the payment in full when due (whether at stated maturity, by acceleration or otherwise) of any Acceptance Liability, the Company and the Acceptance Account Party unconditionally and jointly and severally agree to pay interest on the amount in default from the due date thereof until such amount is paid in full (such amount to be payable on demand of the Accepting Bank, through the Agent, in respect of which such amount is due) at a rate per annum equal to the Post-Default Rate.

(i) Each Drawer hereby appoints each Bank to be, and each Bank hereby accepts such appointment to be, such Drawer's true and lawful attorney-in-fact for and on behalf of such Drawer to sign in the name of such Drawer, as drawer, drafts naming such Bank as drawee

and payee and otherwise in the form customarily employed by such Bank in creating bankers acceptances, and to complete such drafts as to amount, date and maturity (in such numbers and denominations as such Bank is hereby authorized to determine) in accordance with the acceptance by such Drawer under Section 2.04(e) hereof of such Bank's offer to create and discount Acceptances.

(j) At the request of any Bank (through the Agent) that is a member of the Federal Reserve System or that is a Federal or state branch or agency of a foreign bank subject to reserve requirements under Section 7 of the International Banking Act of 1978, the Company shall cause the relevant Drawer to provide, and the relevant Drawer shall provide, such Bank such documents as may be necessary (including, without limitation, contracts of sale, bills of lading and invoices) to demonstrate to such Bank and the Board of Governors of the Federal Reserve System the truth of the certifications made pursuant to the second sentence of Section 2.04(b) hereof upon submission by such Drawer of any Acceptance Quote Request.

(k) The Company hereby agrees to indemnify each Bank from, and hold each of them harmless against, any and all losses, liabilities, claims, damages, costs or expenses incurred by any of them in the event that any of the certifications made pursuant to the second sentence of Section 2.04(b) hereof proves to have been incorrect in any material respect, including, without limitation, any losses, liabilities, claims, damages, costs or expenses attributable to any Acceptance created and discounted by such Bank failing to comply with all applicable provisions of law and all regulations, rulings and interpretations of the Board of Governors of the Federal Reserve System regarding bankers acceptances eligible for discount and purchase by a Federal Reserve Bank.

2.05 Changes of Commitments.

(a) Unless theretofore reduced to such amount pursuant to paragraphs (b) and (c) below, the aggregate amount of the Commitments shall automatically be reduced to zero on the Commitment Termination Date.

(b) The Company shall have the right to terminate or reduce permanently the amount of the Commitments at any time or from time to time upon not less than three Business Days' prior notice to the Agent (which shall promptly notify the Banks) of each such termination or reduction, which notice shall specify the effective date thereof and the amount of any such reduction (which shall be in an integral

multiple of $5,000,000) and shall be irrevocable and effective only upon receipt by the Agent; provided that the Company may not at any time (i) terminate the Commitments if Loans or Acceptance Liabilities are then outstanding or (ii) reduce the aggregate amount of the Commitments below the sum of the aggregate outstanding principal amount of the Loans plus the aggregate unpaid amount of all Acceptance Liabilities.

(c) The Commitments once terminated or reduced may not be reinstated.

2.06 Fees. The Company shall, if the financial statements of the Company most recently delivered to the Agent under Section 8.01(a) hereof (or, until the first financials are delivered under Section 8.01(a) hereof, the quarterly financial statements referred to in Section 7.02(a) hereof) demonstrate that the Interest Coverage Ratio for the fiscal quarter to which such financial statements relate shall fall within one of the ranges set forth below, pay to the Agent for account of each Bank a facility fee on such Bank's pro rata (based on its Commitment) portion of the aggregate Commitments at the rate per annum set forth below opposite such range for all of the fiscal quarter (or such portion thereof as Commitments are outstanding) immediately following the fiscal quarter to which such financial statements relate:

Interest Coverage Ratio	Facility Fee
5.5 to 1 or greater	2/25 of 1%
less than 5.5 to 1	1/10 of 1%

provided that, for any period during which any Specified Default shall have occurred and be continuing, a facility fee shall be payable at a rate per annum equal to 1/10 of 1%; provided further that, if the Company shall terminate the Commitments in any fiscal quarter before receipt of the financial statements under Section 8.01(a) for the immediately preceding fiscal quarter, a facility fee shall be payable for the fiscal quarter in which such termination occurred (to such termination) at the rate applicable to the prior fiscal quarter. Accrued facility fee shall be payable on each Quarterly Date in arrears and on the earlier of the date the Commitments are terminated and the Commitment Termination Date.

2.07 Lending Offices. The Loans of each type made by each Bank shall be made and maintained at such Bank's Applicable Lending Office for Loans of such type. The Acceptances created and discounted by each Bank shall be created and discounted at such Bank's Applicable Lending Office for Acceptances.

2.08 Several Obligations; Remedies Independent. The failure of any Bank to make any Syndicated Loan to be made by it on the date specified therefor shall not relieve any other Bank of its obligation to make its Syndicated Loan on such date, and no Bank shall be responsible for the failure of any other Bank to make a Loan or create and discount an Acceptance to be made or created and discounted by such other Bank. The amounts payable by the Company at any time hereunder and under the Notes to each Bank shall be a separate and independent debt and each Bank shall be entitled to protect and enforce its rights arising out of this Agreement and the Notes, and it shall not be necessary for any other Bank or the Agent to consent to, or be joined as an additional party in, any proceedings for such purposes.

2.09 Notes.

(a) The Syndicated Loans made by any Bank shall be evidenced by a single promissory note of the Company in substantially the form of Exhibit A-1 hereto, dated the date of its delivery to the Agent, payable to such Bank in a principal amount equal to the amount of its Commitment as originally in effect on the date hereof and otherwise duly completed. The date, amount, type, interest rate and maturity date of each Syndicated Loan made by each Bank, and all payments made on account of the principal thereof, shall be recorded by such Bank on its books and, prior to any transfer of such Note held by it, endorsed by such Bank on the schedule attached to such Note or any continuation thereof; provided that the failure of such Bank to make any such recordation or endorsement shall not affect the obligations of the Company to make any payment when due of any amount owing hereunder or under such Note in respect of the Loans to be evidenced by such Note.

(b) The Money Market Loans made by any Bank shall be evidenced by a single promissory note of the Company in substantially the form of Exhibit A-2 hereto, dated the date of its delivery to the Agent, payable to such Bank and otherwise duly completed. The date, amount, type, interest rate and maturity date of each Money Market Loan made by each Bank, and all payments made on account of the principal thereof, shall be recorded by such Bank on its books and,

prior to any transfer of such Note held by it, endorsed by such Bank on the schedule attached to such Note or any continuation thereof; provided that the failure of such Bank to make any such recordation or endorsement shall not affect the obligations of the Company to make any payment when due of any amount owing hereunder or under such Note in respect of the Loans to be evidenced by such Note.

(c) No Note may be subdivided, whether by exchange for promissory notes of lesser denominations or otherwise except in connection with a permitted assignment of a portion of the Loans evidenced thereby pursuant to Section 11.05(b) hereof.

2.10 Prepayments. The Company may prepay Base Rate Loans and Acceptance Liabilities upon not less than one Business Day's prior notice to the Agent (which shall promptly notify the Banks), which notice shall specify the prepayment date (which shall be a Business Day) and the amount of the prepayment (which, in the case of partial prepayments, shall be in an integral multiple of $1,000,000) and shall be irrevocable and effective only upon receipt by the Agent, provided that interest on the principal of any Base Rate Loans prepaid, accrued to the prepayment date, shall be paid on the prepayment date. The Company may not voluntarily prepay any LIBO Rate Loans or Set Rate Loans (provided that this sentence shall not affect the Company's obligation to prepay Loans pursuant to Section 9 of this Agreement).

2.11 Extension of Commitment Termination Date. (a) The Company may, by notice to the Agent (which shall promptly deliver a copy to each of the Banks) not less than 60 days and not more than 90 days prior to the Commitment Termination Date then in effect hereunder (the "Existing Commitment Termination Date"), request that the Banks extend the Commitment Termination Date for an additional 364 days from the Consent Date (as defined below). Each Bank, acting in its sole discretion, shall, by notice to the Company and the Agent given on the date (and, subject to the proviso below, only on the date) 30 days prior to the Existing Commitment Termination Date (provided, if such date is not a Business Day, then such notice shall be given on the next succeeding Business Day) (the "Consent Date"), advise the Company whether or not such Bank agrees to such extension; provided that each Bank that determines not to extend the Commitment Termination Date (a "Non-extending Bank") shall notify the Agent (which shall notify the Company) of such fact promptly after such determination (but in any event no later than the Consent Date) and any Bank that does not advise the Company on or before the Consent Date shall be deemed to be a Non-extending Bank. The election of any Bank to agree to such extension shall not obligate any other Bank to agree.

(b) The Company shall have the right on or before the Existing Commitment Termination Date to replace each Non-extending Bank with, and otherwise add to this Agreement, one or more other banks (which may include any Bank, each prior to the Existing Commitment Termination Date an "Additional Commitment Bank") with the approval of the Agent (which approval shall not be unreasonably withheld), each of which Additional Commitment Banks shall have entered into an agreement in form and substance satisfactory to the Company and the Agent pursuant to which such Additional Commitment Bank shall, effective as of the Existing Commitment Termination Date, undertake a Commitment (if any such Additional Commitment Bank is a Bank, its Commitment shall be in addition to such Bank's Commitment hereunder on such date).

(c) If (and only if) Banks holding Commitments that, together with the additional Commitments of the Additional Commitment Banks that will become effective on the Existing Commitment Termination Date, aggregate at least 90% of the aggregate amount of the Commitments (not including the additional Commitments of the Additional Commitment Banks) on the Consent Date shall have agreed on the Consent Date to extend the Existing Commitment Termination Date, then, effective as of the Existing Commitment Termination Date, the Existing Commitment Termination Date shall be extended to the date falling 364 days after the Consent Date (provided, if such date is not a Business Day, then such Commitment Termination Date as so extended shall be the next preceding Business Day) and each Additional Commitment Bank shall thereupon become a "Bank" for all purposes of this Agreement.

Notwithstanding the foregoing, the extension of the Existing Commitment Termination Date shall not be effective with respect to any Bank unless:

(i) no Default shall have occurred and be continuing on each of the date of the notice requesting such extension, on the Consent Date or on the Existing Commitment Termination Date;

(ii) each of the representations and warranties of the Company in Section 7 hereof shall be true and correct on and as of each of the date of the notice requesting such extension, the Consent Date and the Existing Commitment Termination Date with the same force and effect as if made on and as of each such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date); and

(iii) each Non-extending Bank shall have been paid in full by the Company all amounts owing to such Bank hereunder on or before the Existing Commitment Termination Date.

Even if the Existing Commitment Termination Date is extended as aforesaid, the Commitment of each Non-extending Bank shall terminate on the Existing Commitment Termination Date.

SECTION 3. PAYMENTS OF PRINCIPAL AND INTEREST.

3.01 Repayment of Loans. The Company will pay to the Agent for account of each Bank the principal of each Loan made by such Bank, and such Loan shall mature, on the last day of the Interest Period therefor.

3.02 Interest.

(a) The Company will pay to the Agent for account of each Bank interest on the unpaid principal amount of each Loan made by such Bank for the period commencing on the date of such Loan to but excluding the date such Loan shall be paid in full, at the following rates per annum:

(i) if such Loan is a Base Rate Loan, the Base Rate (as in effect from time to time);

(ii) if such Loan is a Eurodollar Loan, the LIBO Rate for such Loan for the Interest Period therefor plus the Applicable Margin;

(iii) if such Loan is a LIBOR Market Loan, the LIBO Rate for such Loan for the Interest Period therefor plus (or minus) the Money Market Margin quoted by the Bank making such Loan in accordance with Section 2.03 hereof; and

(iv) if such Loan is a Set Rate Loan, the Money Market Rate for such Loan for the Interest Period therefor quoted by the Bank making such Loan in accordance with Section 2.03 hereof.

Notwithstanding the foregoing, the Company will pay to the Agent for account of each Bank interest at the applicable Post-Default Rate on any principal of any Loan made by such Bank or any Acceptance Liability owing to such Bank, and (to the fullest extent permitted by

law) on any other amount payable by the Company hereunder or under the Note held by such Bank to or for account of such Bank, which shall not be paid in full when due (whether at stated maturity, by acceleration or otherwise), for the period commencing on the due date thereof until the same is paid in full.

(b) Accrued interest on each Loan shall be payable on the last day of the Interest Period therefor and, if such Interest Period is longer than three months, at three-month intervals following the first day of such Interest Period, except that interest payable at the Post-Default Rate shall be payable from time to time on demand.

(c) Promptly after the determination of any LIBO Rate provided for herein, the Agent shall (i) notify the Banks to which interest at such LIBO Rate is payable and the Company thereof and (ii) at the request of the Company, furnish to the Company a copy of the Dow Jones Telerate Service Page on the basis of which the relevant LIBO Base Rate was determined. At any time that the Agent determines the LIBO Rate on a basis other than using the Dow Jones Telerate Service, the Agent shall promptly notify the Company.

SECTION 4. PAYMENTS; PRO RATA TREATMENT; COMPUTATIONS; ETC.

4.01 Payments.

(a) Except to the extent otherwise provided herein, all payments of principal, interest and other amounts to be made by the Company under this Agreement and the Notes, and all payments to be made by each Acceptance Account Party in respect of its Acceptance Liabilities, shall be made in Dollars, in immediately available funds, without deduction, set-off or counterclaim, to the Agent at the Principal Office, not later than 2:00 p.m. New York time on the date on which such payment shall become due (each such payment made after such time on such due date to be deemed to have been made on the next succeeding Business Day).

(b) If the Company or any Acceptance Account Party shall default in the payment when due of any principal, interest or other amounts to be made by the Company or such Acceptance Account Party (as the case may be) under this Agreement or the Notes, any Bank for whose account any such payment is to be made may (but shall not be obligated to) debit the amount of any such payment due such Bank which is not made by such time to any ordinary deposit account of the Company or

such Acceptance Account Party (as the case may be) with such Bank (with notice to the Company or such Acceptance Account Party, as the case may be, and the Agent).

(c) The Company and each Acceptance Account Party shall, at the time of making each payment under this Agreement or any Note for account of any Bank, specify to the Agent the Loans, Acceptance Liabilities or other amounts payable by it hereunder to which such payment is to be applied (and in the event that the payor fails to so specify, or if an Event of Default has occurred and is continuing, such Bank may apply such payment received by it from the Agent to such amounts then due and owing to such Bank as such Bank may determine).

(d) Each payment received by the Agent under this Agreement or any Note for account of any Bank shall be paid promptly to such Bank, in immediately available funds.

(e) If the due date of any payment under this Agreement or any Note would otherwise fall on a day which is not a Business Day such date shall be extended to the next succeeding Business Day and interest shall be payable for any principal so extended for the period of such extension.

4.02 Pro Rata Treatment. Except to the extent otherwise provided herein: (a) each borrowing from the Banks of Syndicated Loans under Section 2.01 hereof shall be made from the Banks, each payment of fees under Section 2.06 hereof shall be made for account of the Banks, and each termination, reduction or extension of the amount of the Commitments under Section 2.05 hereof shall be applied to the Commitments of the Banks, pro rata according to the amounts of their respective Commitments; (b) each payment of principal of Syndicated Loans by the Company shall be made for account of the Banks pro rata in accordance with the respective unpaid principal amounts of the Syndicated Loans held by the Banks; and (c) each payment of interest on Syndicated Loans by the Company shall be made for account of the Banks pro rata in accordance with the amounts of interest due and payable to the respective Bank; provided that, if an Event of Default shall have occurred and be continuing, each payment of principal of and interest on the Loans and Acceptance Liabilities and other amounts owing hereunder by the Company shall be made for account of the Banks pro rata in accordance with the aggregate amounts of all principal of and interest on the Loans and Acceptance Liabilities and all other amounts owing hereunder by the Company then due and payable to the respective Bank.

4.03 Computations. Interest on Set Rate Loans, LIBO Rate Loans, All-In Rates and the fees payable pursuant to Section 2.06 hereof shall be computed on the basis of a year of 360 days and actual days elapsed (including the first day but excluding the last day) occurring in the period for which payable, and interest on Base Rate Loans shall be computed on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed (including the first day but excluding the last day) occurring in the period for which payable.

4.04 Non-Receipt of Funds by the Agent. Unless the Agent shall have been notified by a Bank, the Company or any Acceptance Account Party (each, a "Payor") prior to the time by, and on the date on, which such Payor is scheduled to make payment to the Agent of (in the case of a Bank) the proceeds of a Loan to be made or the discount of any Acceptance to be created by it hereunder or (in the case of the Company or an Acceptance Account Party) a payment to the Agent for account of one or more of the Banks hereunder (such payment being herein called the "Required Payment"), which notice shall be effective upon receipt, that it does not intend to make the Required Payment to the Agent, the Agent may assume that the Required Payment has been made and may, in reliance upon such assumption (but shall not be required to), make the amount thereof available to the intended recipient(s) on such date; and, if the Payor has not in fact made the Required Payment to the Agent, the recipient(s) of such payment shall, on demand, repay to the Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by the Agent to but not including the date the Agent recovers such amount (the "Advance Period") at a rate per annum equal to (a) if the recipient is the Company or a Drawer, the Base Rate in effect on such day and (b) if the recipient is a Bank, the Federal Funds Rate in effect on such day; and, if such recipient(s) shall fail promptly to make such payment, the Agent shall be entitled to recover such amount, on demand, from the Payor, together with interest thereon for each day during the Advance Period at a rate per annum equal to (i) if the Payor is the Company or an Acceptance Account Party, the rate of interest payable on the Required Payment as provided in the second sentence of Section 3.02(a) hereof and (ii) if the Payor is a Bank, during the period commencing on the date such amount was so made available to but excluding the date three Business Days following such date, the Federal Funds Rate in effect on such day and, thereafter, the Base Rate in effect on such day.

4.05 Set-off; Sharing of Payments.

(a) Each of the Company and each Acceptance Account Party agrees that, in addition to (and without limitation of) any right of set-off, bankers' lien or counterclaim a Bank may otherwise have, each Bank shall be entitled, at its option, to offset balances held by it for account of the Company or such Acceptance Account Party (as the case may be) at any of its offices, in Dollars or in any other currency, against any principal of or interest on any of such Bank's Loans (in the case of the Company) or on any of Acceptance Liabilities owing to such Bank hereunder (in the case of the Company and the relevant Acceptance Account Party) which is not paid when due (regardless of whether such balances are then due to the Company or such Acceptance Account Party, as the case may be), in which case it shall promptly notify the Company or such Acceptance Account Party, as the case may be, and the Agent thereof, provided that such Bank's failure to give such notice shall not affect the validity thereof.

(b) If any Bank shall obtain payment of any principal of or interest on any Syndicated Loan made by it to the Company under this Agreement through the exercise of any right of set-off, bankers' lien or counterclaim or similar right or otherwise, and, as a result of such payment, such Bank shall have received a greater percentage of the amounts then due hereunder by the Company to such Bank in respect of Syndicated Loans than the percentage received by any other Banks, it shall promptly purchase from such other Banks participations in (or, if and to the extent specified by such Bank, direct interests in) the Syndicated Loans made by such other Banks (or in the interest thereon, as the case may be) in such amounts, and make such other adjustments from time to time as shall be equitable, to the end that all the Banks shall share the benefit of such excess payment (net of any expenses which may be incurred by such Bank in obtaining or preserving such excess payment) pro rata in accordance with the unpaid principal and interest on the Syndicated Loans held by each of the Banks. To such end all the Banks shall make appropriate adjustments among themselves (by the resale of participations sold or otherwise) if such payment is rescinded or must otherwise be restored. The Company agrees that any Bank so purchasing a participation (or direct interest) in the Syndicated Loans made by other Banks (or in the interest thereon, as the case may be) may exercise all rights of set-off, bankers' lien, counterclaim or similar rights with respect to such participation as fully as if such Bank were a direct holder of Loans (or in the interest thereon, as the case may be) in the amount of such participation. Nothing contained herein shall require any Bank to exercise any such right or shall affect the right of any Bank

to exercise, and retain the benefits of exercising, any such right with respect to any other indebtedness or obligation of the Company. If under any applicable bankruptcy, insolvency or other similar law, any Bank receives a secured claim in lieu of a set-off to which this Section 4.05 applies, such Bank shall, to the extent practicable, exercise its rights in respect of such secured claim in a manner consistent with the rights of the Banks entitled under this Section 4.05 to share in the benefits of any recovery on such secured claim.

SECTION 5. YIELD PROTECTION AND ILLEGALITY.

5.01 Additional Costs.

(a) The Company shall pay directly to each Bank from time to time such amounts as such Bank may determine to be necessary to compensate such Bank for any costs that such Bank determines are attributable to its making or maintaining of any LIBO Rate Loans or its obligation to make any LIBO Rate Loans hereunder, or any reduction in any amount receivable by such Bank hereunder in respect of any of such Loans or such obligation (such increases in costs and reductions in amounts receivable being herein called "Additional Costs"), resulting from any Regulatory Change that:

(i) changes the basis of taxation of any amounts payable to such Bank under this Agreement or its Notes in respect of any of such Loans (other than taxes imposed on or measured by the overall net income of such Bank or of its Applicable Lending Office for any of such Loans by the jurisdiction in which such Bank has its principal office or such Applicable Lending Office); or

(ii) imposes or modifies any reserve, special deposit or similar requirements (other than the Reserve Requirement utilized in the determination of the LIBO Rate for such Loan) relating to any extensions of credit or other assets of, or any deposits with or other liabilities of, such Bank (including, without limitation, any of such Loans or any deposits referred to in the definition of "LIBO Base Rate" in Section 1.01 hereof), or any commitment of such Bank (including, without limitation, the Commitment of such Bank hereunder); or

(iii) imposes any other condition affecting this Agreement or its Notes (or any of such extensions of credit or liabilities) or its Commitment.

If any Bank requests compensation from the Company under this Section 5.01(a), the Company may, by notice to such Bank (with a copy to the Agent), suspend the obligation of such Bank thereafter to make LIBO Rate Loans until the Regulatory Change giving rise to such request ceases to be in effect (in which case the provisions of Section 5.04 hereof shall be applicable), provided that such suspension shall not affect the right of such Bank to receive the compensation so requested.

(b) Without limiting the effect of the provisions of paragraph (a) of this Section 5.01, in the event that, by reason of any Regulatory Change, any Bank either (i) incurs Additional Costs based on or measured by the excess above a specified level of the amount of a category of deposits or other liabilities of such Bank that includes deposits by reference to which the interest rate on LIBO Rate Loans is determined as provided in this Agreement or a category of extensions of credit or other assets of such Bank that includes LIBO Rate Loans or (ii) becomes subject to restrictions on the amount of such a category of liabilities or assets that it may hold, then, if such Bank so elects by notice to the Company (with a copy to the Agent), the obligation of such Bank to make LIBO Rate Loans hereunder shall be suspended until such Regulatory Change ceases to be in effect (in which case the provisions of Section 5.04 hereof shall be applicable).

(c) Without limiting the effect of the foregoing provisions of this Section 5.01 (but without duplication), the Company shall pay directly to each Bank from time to time on request such amounts as such Bank may determine to be necessary to compensate such Bank (or, without duplication, the bank holding company of which such Bank is a subsidiary) for any costs that it determines are attributable to the maintenance by such Bank (or any Applicable Lending Office or such bank holding company), pursuant to any law or regulation or any interpretation, directive or request (whether or not having the force of law and whether or not failure to comply therewith would be unlawful) of any court or governmental or monetary authority (i) following any Regulatory Change or (ii) implementing any risk-based capital guideline or other requirement (whether or not having the force of law and whether or not the failure to comply therewith would be unlawful) heretofore or hereafter issued by any government or governmental or supervisory authority implementing at

the national level the Basel Accord (including, without limitation, the Final Risk-Based Capital Guidelines), of capital in respect of its Commitment, Loans or Acceptance Liabilities (such compensation to include, without limitation, an amount equal to any reduction of the rate of return on assets or equity of such Bank (or any Applicable Lending Office or such bank holding company) to a level below that which such Bank (or any Applicable Lending Office or such bank holding company) would have achieved with respect to its Commitment, Loans or Acceptance Liabilities but for such law, regulation, interpretation, directive or request).

(d) Each Bank shall notify the Company of any event occurring after the date of this Agreement entitling such Bank to compensation under paragraph (a) or (c) of this Section 5.01 as promptly as practicable, but in any event within 45 days, after such Bank obtains actual knowledge thereof. If any Bank fails to give such notice within 45 days after it obtains actual knowledge of such an event, such Bank shall, with respect to compensation payable pursuant to this Section 5.01 in respect of any costs resulting from such event, only be entitled to payment under this Section 5.01 for costs incurred from and after the date 45 days prior to the date that such Bank does give such notice. Each Bank will designate a different Applicable Lending Office for the Loans of such Bank affected by such event if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the sole opinion of such Bank, be disadvantageous to such Bank, except that such Bank shall have no obligation to designate an Applicable Lending Office located in the United States of America. Each Bank will furnish to the Company a certificate setting forth the basis and amount of each request by such Bank for compensation under paragraph (a) or (c) of this Section 5.01. Determinations and allocations by any Bank for purposes of this Section 5.01 of the effect of any Regulatory Change pursuant to paragraph (a) or (b) of this Section 5.01, or of the effect of capital maintained pursuant to paragraph (c) of this Section 5.01, on its costs or rate of return of maintaining Loans or its obligation to make Loans, or on amounts receivable by it in respect of Loans, and of the amounts required to compensate such Bank under this Section 5.01, shall be conclusive absent manifest error, provided that such determinations and allocations are made on a reasonable basis.

5.02 Limitation on Types of Loans. Anything herein to the contrary notwithstanding, if:

(a) the LIBO Base Rate is to be determined under clause (ii) of the first sentence of the definition of "LIBO Base Rate" and the Agent determines (which determination shall be conclusive) that quotations of interest rates for the relevant deposits referred to in such clause (ii) are not being provided in the relevant amounts or for the relevant maturities for purposes of determining rates of interest for LIBO Rate Loans as provided herein; or

(b) the Majority Banks determine (or any Bank that has outstanding a Money Market Quote with respect to a LIBOR Market Loan, determines) which determination shall be conclusive, and notify (or notifies, as the case may be) the Agent that the relevant rates of interest referred to in the definition of "LIBO Base Rate" in Section 1.01 hereof do not adequately cover the cost to such Banks (or such quoting Bank) of making or maintaining its LIBO Rate Loans;

then the Agent shall give the Company and each Bank prompt notice thereof, and so long as such condition remains in effect, the Banks (or such quoting Bank) shall be under no obligation to make additional LIBO Rate Loans.

5.03 Illegality. Notwithstanding any other provision of this Agreement, in the event that it becomes unlawful for any Bank or its Applicable Lending Office to honor its obligation to make or maintain LIBO Rate Loans hereunder, then such Bank shall promptly notify the Company thereof (with a copy to the Agent) and such Bank's obligation to make Eurodollar Loans shall be suspended until such time as such Bank may again make and maintain Eurodollar Loans (in which case the provisions of Section 5.04 hereof shall be applicable), and such Bank shall no longer be obligated to make any LIBOR Market Loan that it has offered to make.

5.04 Base Rate Loans Pursuant to Sections 5.01 and 5.03. If the obligation of any Bank to make any LIBO Rate Loans shall be suspended pursuant to Section 5.01 or 5.03 hereof (Loans of such type being herein called "Affected Loans" and such type being herein called the "Affected Type"), all Loans (other than Money Market Loans) which would otherwise be made by such Bank as Loans of the Affected Type shall be made instead as Base Rate Loans (and, if an event referred to in Section 5.01(b) or 5.03 hereof has occurred and such Bank so

requests by notice to the Company with a copy to the Agent, all Affected Loans of such Bank then outstanding shall be automatically converted into Base Rate Loans on the date specified by such Bank in such notice) and, to the extent that Affected Loans are so made as (or converted into) Base Rate Loans, all payments of principal which would otherwise be applied to such Bank's Affected Loans shall be applied instead to its Base Rate Loans.

5.05 Compensation. The Company shall pay to the Agent for account of each Bank, upon the request of such Bank through the Agent, such amount or amounts as shall be sufficient (in the reasonable opinion of such Bank) to compensate it for any loss, cost or expense which such Bank determines are attributable to:

(a) any payment or conversion of a LIBO Rate Loan or a Set Rate Loan made by such Bank for any reason (including, without limitation, the acceleration of the Loans pursuant to Section 9 hereof) on a date other than the last day of the Interest Period for such Loan;

(b) any failure by the Company for any reason (excluding only failure due solely to a default by any Bank or the Agent in its obligation to provide funds to the Company hereunder but including, without limitation, the failure of any of the conditions precedent specified in Section 6 hereof to be satisfied) to borrow a LIBO Rate Loan or a Set Rate Loan from such Bank on the date for such borrowing specified in the relevant notice of borrowing given pursuant to Section 2.02 or 2.03(b) hereof; or

(c) any failure for any reason (excluding only failure due solely to a default by any Bank or the Agent in its obligation to provide funds to the Company hereunder but including, without limitation, the failure of any of the conditions precedent specified in Section 6 hereof to be satisfied) for an Acceptance to be created and discounted on the date on which such Acceptance is to be created and discounted as specified in the notice given by the Drawer requesting the creation and discount of such Acceptance to the Agent under Section 2.04(e) hereof.

Without limiting the effect of the preceding sentence, such compensation shall include, in the case of a Loan, an amount equal to the excess, if any, of (i) the amount of interest which otherwise would have accrued on the principal amount so paid or converted or not borrowed for the period from the date of such payment, conversion or

failure to borrow to the last day of the Interest Period for such Loan (or, in the case of a failure to borrow, the Interest Period for such Loan which would have commenced on the date specified for such borrowing) at the applicable rate of interest for such Loan provided for herein over (ii) the interest component of the amount such Bank would have bid in the London interbank market for Dollar deposits of lending banks in amounts comparable to such principal amount and with maturities comparable to such period (as reasonably determined by such Bank).

SECTION 6. CONDITIONS PRECEDENT.

6.01 Initial Credit Extension. The obligation of the Banks to make the initial Credit Extension hereunder is subject to the receipt by the Agent of the following documents, each of which shall be satisfactory to the Agent in form and substance:

(a) Certified copies of the charter and by-laws of each Obligor and all corporate action taken by each Obligor approving (i) in the case of the Company, this Agreement and the Notes, borrowings by the Company and the creation and discount of Acceptances and (ii) in the case of each Drawer, this Agreement and the creation and discount of Acceptances in respect of which such Drawer is obligated hereunder (including, without limitation, a certificate setting forth the resolutions of the Board of Directors of each Obligor adopted in respect of the transactions contemplated hereby and thereby).

(b) A certificate of each Obligor in respect of each of the officers (i) who is authorized to sign (in the case of the Company) this Agreement, the Notes and Money Market Quote Requests, (in the case of the Drawers) this Agreement, the drafts furnished to the Banks pursuant to Section 2.04(i) hereof and Acceptance Quote Requests on its behalf, as the case may be, and (ii) who will, until replaced by another officer or officers duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection herewith and with the Notes and the transactions contemplated hereby and thereby. The Agent and each Bank may conclusively rely on such certificate until it receives notice in writing from such Obligor to the contrary.

(c) A certificate, dated the date of the initial Credit Extension, of a senior officer of the Company to the effect set forth in clauses (a) and (b) of the first sentence of Section 6.02 hereof.

(d) An opinion, dated the date hereof, of Schiff, Hardin & Waite, special Illinois counsel to the Obligors, substantially in the form of Exhibit B-1 hereto (and the Obligors hereby instruct such counsel to deliver such opinion to the Banks and the Agent); and an opinion, dated the date hereof, of Dale L. Matschullat, Esq., general counsel to the Company, substantially in the form of Exhibit B-2 hereto (and the Company hereby instructs such counsel to deliver such opinion to the Banks and the Agent).

(e) An opinion, dated the date hereof, of Milbank, Tweed, Hadley & McCloy, special New York counsel to the Banks and the Agent, substantially in the form of Exhibit C hereto.

(f) The Notes, duly completed and executed by the Company.

(g) Such other documents as the Agent or any Bank or special New York counsel to the Banks may reasonably request.

6.02 Initial and Subsequent Credit Extensions. The obligation of any Bank to make any Credit Extension hereunder (including, without limitation, the initial Credit Extension hereunder) is subject to the further conditions precedent that, as of the date of such Credit Extension and after giving effect thereto and the intended use thereof:

(a) no Default shall have occurred and be continuing; and

(b) the representations and warranties made by the Company in Section 7 hereof shall be true on and as of the date of such Credit Extension with the same force and effect as if made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

Each notice of borrowing by the Company hereunder and each Acceptance Quote Request shall constitute a certification by the Company to the effect set forth in the preceding sentence (both as of the date of such notice and, unless the Company otherwise notifies the Agent prior to the date of such Credit Extension, as of the date of such Credit Extension).

SECTION 7. REPRESENTATIONS AND WARRANTIES. The Company represents and warrants to the Banks that:

7.01 Corporate Existence. Each of the Company and its Significant Subsidiaries: (a) is a corporation duly organized and validly existing under the laws of the jurisdiction of its incorporation; (b) has all requisite corporate power, and has all material governmental licenses, authorizations, consents and approvals, necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (c) is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify would have a material adverse effect on the consolidated financial condition, operations, business or prospects of the Company and its Subsidiaries (taken as a whole).

7.02 Financial Condition.

(a) The consolidated balance sheet of the Company and its Subsidiaries as at December 31, 1993 and the related consolidated statements of income, cash flows and stockholders' equity of the Company and its Subsidiaries for the fiscal year ended on said date, with the opinion thereon of Arthur Andersen & Co., and the unaudited consolidated balance sheet of the Company and its Subsidiaries as at March 31, 1994 and the related consolidated statements of income, cash flows and stockholders' equity of the Company and its Subsidiaries for the three-month period ended on such date, heretofore furnished to each of the Banks, are complete and correct and fairly present the consolidated financial condition of the Company and its Subsidiaries as at said dates and the consolidated results of their operations for the fiscal year and three-month period ended on said dates (subject, in the case of such financial statements as at March 31, 1994, to normal year-end audit adjustments), all in accordance with generally accepted accounting principles. Neither the Company nor any of its Subsidiaries had on said dates any material contingent liabilities, material liabilities for taxes, material unusual forward or long-term commitments or material unrealized or anticipated losses from any unfavorable commitments, except as referred to or reflected or provided for in said balance sheets as at said dates.

(b) Since December 31, 1993, there has been no material adverse change in the consolidated financial condition, operations, business or prospects of the Company and its Subsidiaries (taken as a whole).

7.03 Litigation. To the best knowledge and belief of the Company, there are no legal or arbitral proceedings or any proceedings by or before any governmental or regulatory authority or agency, now pending or (to the knowledge of the Company) threatened against the Company or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect.

7.04 No Breach. None of the making or performance of this Agreement, the Notes or any Acceptance Document, or the consummation of the transactions herein or therein contemplated, will conflict with or result in a breach of, or require any consent under, the charter or by-laws of any Obligor or any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which the Company or any of its Subsidiaries is a party or by which any of them is bound or to which any of them is subject, or constitute a default under any such agreement or instrument, or constitute a tortious interference with any agreement, or result in the creation or imposition of any Lien upon any of the revenues or assets of the Company or any of its Subsidiaries pursuant to the terms of any such agreement or instrument.

7.05 Corporate Action. Each of the Company and each Drawer has all necessary corporate power and authority to make and perform its obligations under this Agreement, (in the case of the Company) the Notes and (in the case of each Drawer) each of the Acceptance Documents to which it is a party; the making and performance (in the case of the Company and each Drawer) this Agreement, (in the case of the Company) the Notes and (in the case of each Drawer) each Acceptance Document to which such Drawer is a party, have been duly authorized by all necessary corporate action on their respective parts; and this Agreement has been duly and validly executed and delivered by the Company and each Drawer and constitutes, and each of the Notes when executed and delivered by the Company for value will constitute, and each Acceptance Document when executed and delivered by each Drawer party thereto will constitute its legal, valid and binding obligation, enforceable in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally.

7.06 Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any governmental or regulatory authority or agency are necessary for the execution, delivery or performance by (i) the Company of this Agreement or the

Notes or any Acceptance Document, or (ii) any Drawer of this Agreement or any Acceptance Document or for the validity or enforceability of any thereof.

7.07 Use of Credit. Neither the Company nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (within the meaning of Regulation U or X of the Board of Governors of the Federal Reserve System), and no part of the proceeds of any Credit Extension hereunder will be used in a manner that will cause the Company to violate said Regulation X or any Bank to violate said Regulation U.

7.08 ERISA. Each of the Company and each ERISA Affiliate has fulfilled its obligations under the minimum funding standards of ERISA and the Code with respect to each of its Plans and is (and to the best of its knowledge in the case of any Multiemployer Plan is) in compliance in all material respects with the presently applicable provisions of ERISA and the Code, and has not incurred any liability on account of the termination of any of its Plans to the PBGC or any of its Plans and has not incurred any withdrawal liability to any Multiemployer Plan.

7.09 Credit Agreements. Schedule I hereto is a complete and correct list, as of the date of this Agreement, of each credit agreement, loan agreement, indenture, purchase agreement, Guarantee or other arrangement (other than a letter of credit) providing for or otherwise relating to any extension of credit (or commitment for any extension of credit) to, or Guarantee by, the Company or any Subsidiary of any of them the aggregate principal or face amount of which equals or exceeds (or may equal or exceed) $1,000,000 and the aggregate principal or face amount outstanding or which may become outstanding under each such arrangement is correctly described in said Schedule I.

7.10 Hazardous Materials. The Company and each of its Subsidiaries have obtained all permits, licenses and other authorizations that are required under all Environmental Laws, except to the extent failure to have any such permit, license or authorization would not have a Material Adverse Effect. The Company and each of its Subsidiaries are in compliance with the terms and conditions of all such permits, licenses and authorizations, and are also in compliance with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations,

schedules and timetables contained in any applicable Environmental Law or in any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, except to the extent failure to comply would not have a Material Adverse Effect. Except as heretofore disclosed to the Banks, there have been no environmental investigations, studies, audits, tests, reviews or other analyses conducted by or that are in the possession of the Company or any of its Subsidiaries with respect to any property or facility now or previously owned or leased by the Company or any of its Environmental Affiliates which reveal facts or circumstances that could reasonably be expected to have a Material Adverse Effect.

7.11 Taxes. The Company and its Subsidiaries are members of an affiliated group of corporations filing consolidated returns for Federal income tax purposes, of which the Company is the "common parent" (within the meaning of Section 1504 of the Code) of such group. The Company and its Subsidiaries have filed all Federal income tax returns and all other material tax returns and information statements that are required to be filed by them and have paid all taxes due pursuant to such returns or pursuant to any assessment received by the Company or any of its Subsidiaries. The charges, accruals and reserves on the books of the Company and its Subsidiaries in respect of taxes and other governmental charges are, in the opinion of the Company, adequate. The United States Federal income tax returns of the Company and its Subsidiaries have been examined and/or closed through the fiscal years of the Company and its Subsidiaries ended on or before December 31, 1985. The Company has not given or been requested to give a waiver of the statute of limitations relating to the payment of Federal, state, local and foreign taxes or other impositions except that with respect to the Company's 1986 and 1987 tax years there has been an extension in the statute of limitations relating to the payment of Federal taxes through December 31, 1993 and with respect to the Company's 1988 and 1989 tax years there has been such an extension through September 15, 1994.

7.12 True and Complete Disclosure. The information, reports, financial statements, exhibits and schedules furnished in writing by or on behalf of the Company to the Banks in connection with the negotiation, preparation or delivery of this Agreement or included herein or delivered pursuant hereto, when taken as a whole do not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements herein or therein, in light of the circumstances under which they are made, not misleading. All written information furnished after the date hereof by the Company

and its Subsidiaries to the Banks in connection with this Agreement and the transactions contemplated hereby will be true, complete and accurate in every material respect, or (in the case of projections) based on reasonable estimates, on the date as of which such information is stated or certified. There is no fact known to the Company that could reasonably be expected to have a Material Adverse Effect that has not been disclosed herein or in a report, financial statement, exhibit, schedule, disclosure letter or other writing furnished to the Banks for use in connection with the transactions contemplated hereby.

7.13 Subsidiaries. Set forth in Schedule III hereto is a complete and correct list, as of the date of this Agreement, of all of the Subsidiaries of the Company, together with, for each such Subsidiary, (i) the jurisdiction of organization of such Subsidiary, (ii) each Person holding ownership interests in such Subsidiary and (iii) the nature of the ownership interests held by each such Person and the percentage of ownership of such Subsidiary represented by such ownership interests. Except as disclosed in Schedule III hereto, (x) each of the Company and its Subsidiaries owns, free and clear of Liens, and has the unencumbered right to vote, all outstanding ownership interests in each Person shown to be held by it in Schedule III hereto and (y) all of the issued and outstanding capital stock of each such Person organized as a corporation is validly issued, fully paid and nonassessable.

7.14 Compliance with Law. As of the date of this Agreement, the Company and its Subsidiaries are in material compliance with all applicable laws and regulations, except to the extent that failure to comply therewith would not have a Material Adverse Effect.

SECTION 8. COVENANTS OF THE COMPANY. The Company agrees that, so long as any of the Commitments are in effect and until payment in full of all Loans and all Acceptance Liabilities hereunder, all interest thereon and all other amounts payable by the Company hereunder:

8.01 Financial Statements. The Company shall deliver to each of the Banks:

(a) as soon as available and in any event within 60 days after the end of each of the fiscal quarterly periods of each fiscal year of the Company, consolidated statements of income,

cash flows and stockholders' equity of the Company and its Subsidiaries for such period and for the period from the beginning of the respective fiscal year to the end of such period, and the related consolidated balance sheet as at the end of such period, setting forth in each case in comparative form the corresponding figures for the corresponding period in the preceding fiscal year, and accompanied by a certificate of a senior financial officer of the Company, which certificate shall state that said financial statements fairly present the consolidated financial condition and results of operations of the Company and its Subsidiaries, in accordance with generally accepted accounting principles, as at the end of (and for) such period (subject to normal year-end audit adjustments).

(b) as soon as available and in any event within 90 days after the end of each fiscal year of the Company, consolidated statements of income, cash flows and stockholders' equity of the Company and its Subsidiaries for such year and the related consolidated balance sheet as at the end of such year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, and accompanied by an opinion thereon of independent certified public accountants of recognized national standing, which opinion shall state that said financial statements fairly present the consolidated financial condition and results of operations of the Company and its Subsidiaries, in accordance with generally accepted accounting principles, as at the end of (and for) such fiscal year, and a certificate of such accountants stating that, in making the examination necessary for their opinion, they obtained no knowledge, except as specifically stated, of any Default.

(c) promptly upon their becoming available, copies of all registration statements and regular periodic reports, if any, which the Company shall have filed with the Securities and Exchange Commission (or any governmental agency substituted therefor) or any national securities exchange.

(d) promptly upon the mailing thereof to the shareholders of the Company generally, copies of all financial statements, reports and proxy statements so mailed.

(e) as soon as possible, and in any event within ten days after the Company knows or has reason to know that any of the events or conditions specified below with respect to any Plan or Multiemployer Plan of the Company have occurred or exist, a

statement signed by a senior financial officer of the Company setting forth details respecting such event or condition and the action, if any, which the Company or any ERISA Affiliate proposes to take with respect thereto (and a copy of any report or notice required to be filed with or given to PBGC by the Company or such ERISA Affiliate with respect to such event or condition):

(i) any reportable event, as defined in Section 4043(b) of ERISA and the regulations issued thereunder, with respect to a Plan, as to which PBGC has not by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event (provided that a failure to meet the minimum funding standard of Section 412 of the Code or Section 302 of ERISA shall be a reportable event regardless of the issuance of any waivers in accordance with Section 412(d) of the Code);

(ii) the filing under Section 4041 of ERISA of a notice of intent to terminate any Plan or the termination of any Plan if at the date of such filing or termination the fair market value of the assets of such Plan, as determined by the Plan's independent actuaries, is exceeded by the present value as determined by such actuaries as of such date, of benefit commitments under such Plan by more than $1,000,000 (including any prior terminations subject to this provision);

(iii) the institution by PBGC of proceedings under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan of the Company, of the receipt by the Company or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by PBGC with respect to such Multiemployer Plan;

(iv) the complete or partial withdrawal by the Company or any ERISA Affiliate under Section 4201 or 4204 of ERISA from a Multiemployer Plan causing any withdrawal liability in excess of $500,000 (including any prior withdrawals subject to this provision), or the receipt by the Company or any ERISA Affiliate of notice from a Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA or that it intends to

terminate or has terminated under Section 4041A of ERISA; and

(v) the institution of a proceeding by a fiduciary of any Multiemployer Plan against the Company or any ERISA Affiliate to enforce Section 515 of ERISA, which proceeding is not dismissed within 30 days.

(f) promptly after the Company knows or has reason to know that any Default has occurred, a notice of such Default, describing the same in reasonable detail.

(g) from time to time such other information regarding the business, affairs or financial condition of the Company or any of its Subsidiaries (including, without limitation, any Plan or Multiemployer Plan and any reports or other information required to be filed under ERISA) as any Bank or the Agent may reasonably request.

The Company will furnish to each Bank, at the time it furnishes each set of financial statements pursuant to paragraph (a) or (b) above, a certificate of a senior financial officer of the Company (i) to the effect that no Default has occurred and is continuing (or, if any Default has occurred and is continuing, describing the same in reasonable detail) and (ii) setting forth in reasonable detail the computations necessary to determine whether the Company is in compliance with Sections 8.06, 8.07(a)(vii), 8.08 (xiii), 8.10 and 8.11 hereof as of the end of the respective fiscal quarter or fiscal year.

8.02 Litigation. The Company shall promptly give to each Bank notice of all legal or arbitral proceedings, and of all proceedings before any governmental or regulatory authority or agency, instituted, or (to the knowledge of the Company) threatened, against the Company or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect.

8.03 Corporate Existence, Etc. The Company shall, and shall cause each of its Significant Subsidiaries to: preserve and maintain its corporate existence and all its material rights, privileges and franchises (except as otherwise expressly permitted under Section 8.07 hereof); comply with the requirements of all applicable laws, rules, regulations and orders of governmental or regulatory authorities if failure to comply with such requirements would have a Material Adverse Effect; pay and discharge all taxes,

assessments and governmental charges or levies imposed on it or on its income or profits or on any of its property prior to the date on which penalties attach thereto, except for any such tax, assessment, charge or levy the payment of which is being contested in good faith and by proper proceedings and against which adequate reserves are being maintained; maintain all its properties used or useful in its business in good working order and condition, ordinary wear and tear excepted; and permit representatives of any Bank or the Agent, during normal business hours, to examine, copy and make extracts from its books and records, to inspect its properties, and to discuss its business and affairs with its officers, all to the extent reasonably requested by such Bank or the Agent (as the case may be).

8.04 Insurance. The Company shall, and shall cause each of its Subsidiaries to, keep insured by financially sound and reputable insurers all property of a character usually insured by corporations engaged in the same or similar business similarly situated against loss or damage of the kinds and in the amounts customarily insured against by such corporations and carry such other insurance as is usually carried by such corporations.

8.05 Use of Proceeds. The Company and the Drawers shall use the proceeds of the Credit Extensions hereunder solely for commercial paper back-up (which use shall be in compliance with all applicable legal and regulatory requirements, including, without limitation, Regulations G, U and X of the Board of Governors of the Federal Reserve System and the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder). The Company will not permit more than 25% of the value (as determined by any reasonable method) of its assets, nor more than 25% of the value (as determined by any reasonable method) of the assets of the Company and its Subsidiaries, to be represented by margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System).

8.06 Indebtedness. The Company will not, nor will it permit any of its Subsidiaries to, incur, assume or suffer to exist obligations in respect of standby and performance letters of credit in an aggregate amount exceeding 5% of Total Consolidated Assets at any one time outstanding. The Company will not permit any of its Subsidiaries to create, issue, incur or assume, or suffer to exist, any Indebtedness, except: (i) Indebtedness existing on the date hereof, but not any renewals, extensions or refinancings of the same; (ii) Indebtedness owing to the Company; (iii) Indebtedness of any Person that becomes a Subsidiary of the Company after the date hereof

so long as such Indebtedness exists at the time such Person becomes such a Subsidiary and was not incurred in anticipation thereof; (iv) Capital Lease Obligations in an aggregate amount not to exceed an amount equal to 5% of Total Consolidated Assets at any one time outstanding; and (v) additional Indebtedness in an aggregate amount not to exceed an amount equal to 5% of Total Consolidated Assets at any one time outstanding.

8.07 Fundamental Changes.

(a) The Company will not, and will not permit any of its Subsidiaries to, be a party to any merger or consolidation, and the Company will not, and will not permit any of its Subsidiaries or operating divisions (whether now owned or existing or hereafter acquired or designated) to, (x) sell, assign, lease or otherwise dispose of all or substantially all of its Property whether now owned or hereafter acquired or (y) sell, assign or otherwise dispose of any capital stock of any such Subsidiary, or permit any such Subsidiary to issue any capital stock, to any Person other than the Company or any of its
Wholly-Owned Subsidiaries if, after giving effect thereto, the Company does not own, directly or indirectly, a majority of the capital stock of such Subsidiary ("Controlling Stock Disposition"); except that, so long as both before and after giving effect thereto no Default shall have occurred and be continuing:

(i) the Company may be a party to any merger or consolidation if it shall be the surviving corporation;

(ii) any such Subsidiary may be a party to any merger or consolidation with another such Subsidiary (or with any Person that becomes another such Subsidiary as a result of such merger or consolidation);

(iii) any such Subsidiary may merge into, and any such Subsidiary or operating division may transfer any Property to, the Company;

(iv) any such Subsidiary or operating division may transfer any Property to another such Subsidiary or operating division (or to any Person that becomes as part of such transfer another such Subsidiary or operating division);

(v) the Company, any such Subsidiary or operating division may sell, assign, lease or otherwise dispose of any Non-Strategic Property; and

(vi) the Company or any such Subsidiary or operating division may make sales, assignments and other dispositions of Property (including Controlling Stock Dispositions) and any such Subsidiary may become a party to a merger or consolidation (each such sale, assignment, disposition, Controlling Stock Disposition, merger or consolidation, other than those described in clauses (i) through (vi) hereof, a "Disposition") if the Property that was the subject of any such Disposition, together with the Property that was the subject of all Dispositions during the Disposition Period for such Disposition, did not produce revenue that was greater in amount than an amount equal to 10% of the revenue of the Company and its Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) for the twelve-month period ending on the Determination Date for such Disposition (for which purpose, a Controlling Stock Disposition with respect to any such Subsidiary shall be deemed to be the disposition of Property of such Subsidiary that produced all of the revenues of such Subsidiary).

(b) Notwithstanding anything in clauses (i)-(vi) of Section 8.07(a) hereof to the contrary:

(i) the Company will not, and will not permit any of its Subsidiaries or operating divisions (whether now owned or existing or hereafter acquired or designated) to, sell, lease, assign, transfer or otherwise dispose of (whether in one transaction or in a series of transactions) any of its Property (whether now owned or hereafter acquired) if such sale, assignment, lease or other disposition (whether in one transaction or in a series of transactions) shall have a Material Adverse Effect; and

(ii) no Wholly-Owned Subsidiary of the Company shall be a party to any merger or consolidation with, or shall sell, lease, assign, transfer or otherwise dispose of any substantial part of its Property to, any Subsidiary of the Company that is not a Wholly-Owned Subsidiary of the Company.

8.08 Liens. The Company shall not, and shall not permit any of its Subsidiaries to, create, assume or suffer to exist any Lien upon any of its property or assets, now owned or hereafter acquired,

securing any Indebtedness or other obligation except: (i) Liens outstanding on the date hereof and listed in Schedule II hereto; (ii) Liens for taxes or other governmental charges not yet delinquent; (iii) Liens in respect of Property acquired or constructed or improved by the Company or any such Subsidiary after the date hereof which Liens exist or are created at the time of acquisition or completion of construction or improvement of such Property or within six months thereafter to secure Indebtedness assumed or incurred to finance all or any part of the purchase price or cost of construction or improvement of such Property, but any such Lien shall cover only the Property so acquired or constructed and any improvements thereto (and any real property on which such Property is located); (iv) Liens on Property of any corporation that becomes a Subsidiary of the Company after the date of this Agreement, provided that such Liens are in existence at the time such corporation becomes a Subsidiary of the Company and were not created in anticipation thereof; (v) Liens on Property acquired after the date hereof, provided that such Liens were in existence at the time such Property was acquired and were not created in anticipation thereof; (vi) Liens imposed by law, such as mechanics, materialmen, landlords, warehousemen and carriers Liens, and other similar Liens, securing obligations incurred in the ordinary course of business which are not past due for more than thirty days or which are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established; (vii) Liens under workmen's compensation, unemployment insurance, social security or similar legislation; (viii) Liens, deposits, or pledges to secure the performance of bids, tenders, contracts (other than contracts for the payment of money), leases, public or statutory obligations, surety, stay, appeal, indemnity, performance or other similar bonds, or other similar obligations arising in the ordinary course of business; (ix) judgment and other similar Liens arising in connection with court proceedings, provided the execution or other enforcement of such Liens is effectively stayed and the claims secured thereby are being actively contested in good faith and by appropriate proceedings; (x) easements, rights-of-way, restrictions and other similar encumbrances which, in the aggregate, do not materially interfere with the occupation, use and enjoyment by the Company or any such Subsidiary of the Property encumbered thereby in the normal course of its business or materially impair the value of the Property subject thereto; (xi) Liens securing obligations of any such Subsidiary to the Company or another Subsidiary of the Company; (xii) Liens securing obligations of the Company (in an aggregate amount not exceeding at any one time the greater of (a) $175,000,000 and (b) an aggregate amount equal to 75% of the sum of (i) the book value of the accounts receivable of the Company and its Subsidiaries plus (ii) the unpaid

amount of all accounts receivable that, but for the sale of such accounts receivable pursuant to the Receivable Sales Agreements, would have been reflected in accounts receivable on a consolidated balance sheet of the Company and its Subsidiaries) pursuant to Receivables Sale Agreements; and (xiii) other Liens securing Indebtedness in an aggregate amount, which together with outstanding obligations referred to in clause (xii) above, does not exceed 15% of Total Consolidated Assets.

8.09 Lines of Businesses. Neither the Company nor any of its Subsidiaries shall engage to any significant extent in any line or lines of business other than the lines of business in which they are engaged on the date hereof and any other line or lines of business directly related to the manufacture, distribution and/or sale of consumer or industrial products (collectively, "Permitted Activities"). Notwithstanding the foregoing, the Company and its Subsidiaries may engage in other lines of business as a result of the acquisition of any Person primarily engaged in Permitted Activities so long as the Company uses its best efforts to come into compliance with the first sentence of this Section 8.09 within a reasonable period of time after such acquisition.

8.10 Interest Coverage Ratio. The Company shall cause the Interest Coverage Ratio, for any fiscal quarter of the Company, to be greater than 3.0 to 1.

8.11 Total Indebtedness to Total Capital. The Company shall not permit the ratio of Total Indebtedness to Total Capital at any time to be greater than .50 to 1.

SECTION 9. EVENTS OF DEFAULT. If one or more of the following events (herein called "Events of Default") shall occur and be continuing:

(a) The Company shall default in the payment when due of any principal of or interest on any Loan or any other amount payable by it hereunder; or any Acceptance Account Party shall default in the payment when due of any Acceptance Liability; or

(b) The Company or any of its Subsidiaries shall default in the payment when due of any principal of or interest on any of its other Indebtedness aggregating $10,000,000 or more; or any event specified in any note, agreement, indenture or other

document evidencing or relating to any Indebtedness aggregating $20,000,000 or more shall occur if the effect of such event is to cause, or (with the giving of any notice or the lapse of time or both) to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, such Indebtedness to become due prior to its stated maturity or to permit termination of the commitment to lend pursuant to any such instrument or agreement; or

(c) Any representation, warranty or certification made or deemed made by the Company or any Drawer herein, or by the Company or any Guarantor or any Drawer in any certificate furnished to any Bank or the Agent pursuant to the provisions hereof or thereof, shall prove to have been false or misleading as of the time made or furnished in any material respect; or

(d) The Company shall default in the performance of any of its obligations under Section 8.01(f) or 8.05 through 8.11 (inclusive) hereof; or the Company shall default in the performance of any of its other obligations in this Agreement and such default shall continue unremedied for a period of 30 days after notice thereof to the Company by the Agent or any Bank (through the Agent); or

(e) The Company or any of its Significant Subsidiaries shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due; or

(f) The Company or any of its Significant Subsidiaries shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the Bankruptcy Code (as now or hereafter in effect), (iv) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts, (v) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (vi) take any corporate action for the purpose of effecting any of the foregoing; or

(g) A proceeding or case shall be commenced against the Company or any of its Significant Subsidiaries without its

application or consent, in any court of competent jurisdiction, seeking (i) its liquidation, reorganization, dissolution or winding-up, or the composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets, or (iii) similar relief in respect of it under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of 60 days; or an order for relief against it shall be entered in an involuntary case under the Bankruptcy Code; or

(h) A final judgment or judgments for the payment of money in excess of $20,000,000 in the aggregate shall be rendered by a court or courts against the Company and/or any of its Subsidiaries and the same shall not be discharged (or provision shall not be made for such discharge), or a stay of execution thereof shall not be procured, within 30 days from the date of entry thereof and the Company or the relevant Subsidiary shall not, within said period of 30 days, or such longer period during which execution of the same shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal; or

(i) An event or condition specified in Section 8.01(e) hereof shall occur or exist with respect to any Plan or Multi-employer Plan of the Company and, as a result of such event or condition, together with all other such events or conditions, the Company or any ERISA Affiliate shall incur or in the opinion of the Majority Banks shall be reasonably likely to incur a liability to a Plan, a Multiemployer Plan or PBGC (or any combination of the foregoing) which is, in the determination of the Majority Banks, material in relation to the consolidated financial position of the Company and its Subsidiaries (taken as a whole); or

(j) An event of default (as defined in the Indenture) shall occur and be continuing; or

(k) During any period of 25 consecutive calendar months (i) individuals who were directors of the Company on the first day of such period and (ii) other individuals whose election or nomination to the Board of Directors of the Company was approved

by at least a majority of the individuals referred to in clause (i) above and (iii) other individuals whose election or nomination to the Board of Directors of the Company was approved by at least a majority of the individuals referred to in clauses (i) and (ii) above shall no longer constitute a majority of the Board of Directors of the Company;

THEREUPON: (i) in the case of an Event of Default other than one referred to in clause (f) or (g) of this Section 9 in respect of the Company or any Acceptance Account Party, (x) the Agent may and, upon request of the Majority Banks, shall, by notice to the Company, cancel the Commitments and (y) the Agent may and, upon request of Banks holding at least 66-2/3% of the aggregate unpaid principal amount of Loans, and unpaid amount of Acceptance Liabilities, then outstanding shall, by notice to the Company, declare the principal amount of and the accrued interest on the Loans and Acceptance Liabilities, and all other amounts payable by the Company or any Acceptance Account Party hereunder and under the Notes, to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Company and (in the case of each Acceptance Liability) the Acceptance Account Party; and (ii) in the case of the occurrence of an Event of Default referred to in clause (f) or (g) of this Section 9 in respect of the Company or any Acceptance Account Party, the Commitments shall be automatically cancelled and the principal amount then outstanding of, and the accrued interest on, the Loans and Acceptance Liabilities and all other amounts payable by the Company or any Acceptance Account Party hereunder and under the Notes shall become automatically immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Company and (in the case of each Acceptance Liability) the Acceptance Account Party.

SECTION 10. THE AGENT; THE CO-AGENT.

10.01 Appointment, Powers and Immunities. Each Bank hereby irrevocably (but subject to Section 10.08 hereof) appoints and authorizes the Agent to act as its agent hereunder with such powers as are specifically delegated to the Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto. The Agent (which term as used in this sentence and in Section 10.05 and the first sentence of Section 10.06 hereof

shall include reference to its affiliates and its own and its affiliates' officers, directors, employees and agents): (a) shall have no duties or responsibilities except those expressly set forth in this Agreement, and shall not by reason of this Agreement be a trustee for any Bank; (b) shall not be responsible to the Banks for any recitals, statements, representations or warranties contained in this Agreement, or in any certificate or other document referred to or provided for in, or received by any of them under this Agreement, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement, any Note, or any other document referred to or provided for herein or for any failure by the Company or any other Person to perform any of its obligations hereunder or thereunder; (c) shall not be required to initiate or conduct any litigation or collection proceedings hereunder; and (d) shall not be responsible for any action taken or omitted to be taken by it hereunder or under any other document or instrument referred to or provided for herein or in connection herewith, except for its own gross negligence or willful misconduct. The Agent may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. The Agent may deem and treat the payee of any Syndicated Note as the holder thereof for all purposes hereof unless and until a written notice of the assignment or transfer thereof shall have been filed with the Agent, together with the written consent of the Company to such assignment or transfer.

10.02 Reliance by Agent. The Agent shall be entitled to rely upon any certification, notice or other communication (including any thereof by telephone, telex, telegram or cable) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons, and upon advice and statements of legal counsel, independent accountants and other experts selected by the Agent. As to any matters not expressly provided for by this Agreement, the Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder in accordance with instructions signed by the Majority Banks, and such instructions of the Majority Banks and any action taken or failure to act pursuant thereto shall be binding on all the Banks.

10.03 Defaults. The Agent shall not be deemed to have knowledge of the occurrence of a Default unless the Agent has received notice from a Bank or the Company specifying such Default and stating that such notice is a "Notice of Default". In the event that the Agent receives such a notice of the occurrence of a Default, the Agent shall give prompt notice thereof to the Banks. The Agent shall

(subject to Section 10.07 hereof) take such action with respect to such Default as shall be directed by the Majority Banks, provided that, unless and until the Agent shall have received such directions, the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default as it shall deem advisable in the best interest of the Banks.

10.04 Rights as a Bank. With respect to its Commitment and the Loans made, and the Acceptances created and discounted, by it, Chase (and any successor acting as Agent), in its capacity as a Bank hereunder shall have the same rights and powers hereunder as any other Bank and may exercise the same as though it were not acting as the Agent, and the term "Bank" or "Banks" shall, unless the context otherwise indicates, include the Agent in its individual capacity. Chase (and any successor acting as Agent) and its affiliates may (without having to account therefor to any Bank) accept deposits from, lend money to and generally engage in any kind of banking, trust or other business with the Company (and any of its affiliates) as if it were not acting as the Agent, and Chase and its affiliates may accept fees and other consideration from the Company for services in connection with this Agreement or otherwise without having to account for the same to the Banks.

10.05 Indemnification. The Banks agree to indemnify the Agent (to the extent not reimbursed under Section 11.03 hereof, but without limiting the obligations of the Company under said Section 11.03), ratably in accordance with their respective Commitments, for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of this Agreement or any other documents contemplated by or referred to herein or the transactions contemplated hereby (including, without limitation, the costs and expenses which the Company is obligated to pay under Section 11.03 hereof but excluding, unless a Default has occurred and is continuing, normal administrative costs and expenses incident to the performance of its agency duties hereunder) or the enforcement of any of the terms hereof or of any such other documents, provided that no Bank shall be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the party to be indemnified.

10.06 Non-Reliance on Agent and Other Banks. Each Bank agrees that it has, independently and without reliance on the Agent or any other Bank, and based on such documents and information as it has

deemed appropriate, made its own credit analysis of the Company, the Drawers and their respective Subsidiaries and decision to enter into this Agreement and that it will, independently and without reliance upon the Agent or any other Bank, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under this Agreement. The Agent shall not be required to keep itself informed as to the performance or observance by the Company or any Drawer of this Agreement or any other document referred to or provided for herein or to inspect the properties or books of the Company, any Drawer or any of their respective Subsidiaries. Except for notices, reports and other documents and information expressly required to be furnished to the Banks by the Agent hereunder, the Agent shall not have any duty or responsibility to provide any Bank with any credit or other information concerning the affairs, financial condition or business of the Company, the Drawers or any of their respective Subsidiaries (or any of their affiliates) which may come into the possession of the Agent or any of its affiliates.

10.07 Failure to Act. Except for action expressly required of the Agent hereunder the Agent shall in all cases be fully justified in failing or refusing to act hereunder unless it shall be indemnified to its satisfaction by the Banks against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

10.08 Resignation or Removal of Agent. Subject to the appointment and acceptance of a successor Agent as provided below, the Agent may resign at any time by giving notice thereof to the Banks, the Company and the Drawers and the Agent may be removed at any time with or without cause by the Majority Banks. Upon any such resignation or removal, the Majority Banks shall have the right to appoint a successor Agent. If no successor Agent shall have been so appointed by the Majority Banks and shall have accepted such appointment within 30 days after the retiring Agent's giving of notice of resignation or the Majority Banks' removal of the retiring Agent, then the retiring Agent may, on behalf of the Banks, appoint a successor Agent, which shall be a bank which has an office in New York, New York with a combined capital and surplus of at least $100,000,000. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. After any retiring Agent's resignation or removal hereunder as Agent, the

provisions of this Section 10 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Agent.

10.09 The Co-Agent. The Co-Agent referred to on the cover page of this Agreement shall not have any rights or obligations under this Agreement except in its capacity as a "Bank" hereunder.

SECTION 11. MISCELLANEOUS.

11.01 Waiver. No failure on the part of the Agent or any Bank to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Agreement, any Note or any Acceptance Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement, any Note or any Acceptance Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

11.02 Notices. All notices and other communications provided for herein (including, without limitation, any modifications of, or requests, demands, waivers or consents under, this Agreement) shall be given or made by telex, telecopy, telegraph, cable or in writing and telexed, telecopied, telegraphed, cabled, mailed or delivered to the intended recipient at the "Address for Notices" specified below its name on the signature pages hereof; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by telex or telecopier, delivered to the telegraph or cable office or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid.

11.03 Expenses, Etc. The Company agrees to pay or reimburse each of the Banks and the Agent for paying: (a) the reasonable fees and expenses of Milbank, Tweed, Hadley & McCloy, special New York counsel to the Banks, in connection with (i) the preparation, execution and delivery of this Agreement and the Notes, the making of the Loans and the creation and discount of the Acceptances hereunder and (ii) any amendment, modification or waiver (whether or not such amendment, modification or waiver shall become

effective) of any of the terms of this Agreement or any of the Notes or Acceptance Documents; (b) all reasonable costs and expenses of the Banks and the Agent (including reasonable counsels' fees) in connection with the enforcement of this Agreement or any of the Notes or Acceptance Documents; and (c) all transfer, stamp, documentary or other similar taxes, assessments or charges levied by any governmental or revenue authority in respect of this Agreement, any of the Notes, any Acceptance Document or any other document referred to herein. The Company hereby agrees to indemnify the Agent and each Bank and their respective directors, officers, employees and agents from, and hold each of them harmless against, any and all losses, liabilities, claims, damages or expenses incurred by any of them arising out of or by reason of any investigation or litigation or other proceedings (including any threatened investigation or litigation or other proceedings) relating to any actual or proposed use by the Company or any Subsidiary of the Company of the proceeds of any of the Loans or Acceptances, including, without limitation, the reasonable fees and disbursements of counsel incurred in connection with any such investigation or litigation or other proceedings (but excluding any such losses, liabilities, claims, damages or expenses incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified).

11.04 Amendments, Etc. Except as otherwise expressly provided in this Agreement, any provision of this Agreement may be amended or modified only by an instrument in writing signed by the Company, the Drawers, the Agent and the Majority Banks, or by the Company, the Drawers and the Agent acting with the consent of the Majority Banks, and any provision of this Agreement may be waived by the Majority Banks or by the Agent acting with the consent of the Majority Banks; provided that no amendment, modification or waiver shall, unless by an instrument signed by all of the Banks or by the Agent acting with the consent of all of the Banks: (i) increase or extend the term, or extend the time or waive any requirement for the reduction or termination, of the Commitments, (ii) extend the date fixed for the payment of any Acceptance Liability or any principal of or interest on any Loan, (iii) reduce the amount of any Acceptance Liability or any principal of any Loan or the rate at which interest or any fee is payable hereunder, (iv) alter the terms of this Section 11.04, (v) amend the definition of the term "Majority Banks" or (vi) waive any of the conditions precedent set forth in Section 6 hereof; and provided, further, that any amendment of Section 10 hereof, or which increase the obligations of the Agent hereunder, shall require the consent of the Agent.

11.05 Assignments and Participations.

(a) The Company may not assign any of its rights or obligations hereunder or under the Notes, and neither the Company nor any Acceptance Account Party may assign any of its rights or obligations in respect of any Acceptance Liabilities, without the prior consent of all of the Banks and the Agent.

(b) No Bank may assign all or any part of its Acceptance Liabilities, its Loans, its Notes or its Commitment without the prior consent of the Company and the Agent, which consent will not be unreasonably withheld; provided that, (i) without the consent of the Company or the Agent, any Bank may assign to another Bank all or (subject to the further clauses below) any portion of its Commitment; (ii) any such partial assignment shall be not less than $5,000,000 and in multiples of $1,000,000 in excess thereof; and (iii) such assigning Bank shall also simultaneously assign the same proportion of each of its Syndicated Loans then outstanding (together with the same proportion of its Syndicated Note then outstanding). Upon written notice to the Company and the Agent of an assignment permitted by the preceding sentence (which notice shall identify the assignee, the amount of the assigning Bank's Commitment, Loans and Acceptance Liabilities assigned in detail reasonably satisfactory to the Agent) and upon the effectiveness of any assignment consented to by the Company and the Agent, the assignee shall have, to the extent of such assignment (unless otherwise provided in such assignment with the consent of the Company and the Agent), the obligations, rights and benefits of a Bank hereunder holding the Commitment, Loans and Acceptance Liabilities (or portions thereof) assigned to it (in addition to the Commitment, Loans and Acceptance Liabilities, if any, theretofore held by such assignee) and the assigning Bank shall, to the extent of any such Commitment assignment, be released from its Commitment (or portions thereof) so assigned. Upon the effectiveness of any assignment referred to in this Section 11.05(b), the assigning Bank or the assignee Bank shall pay to the Agent a transfer fee in an amount equal to $3,000.

(c) A Bank may sell or agree to sell to one or more other Persons a participation in all or any part of its Commitment, its Loans or its Acceptance Liabilities, in which event each such participant shall be entitled to the rights and benefits of the provisions of Section 8.01(g) hereof with respect to its participation as if (and the Company shall be directly obligated

to such participant under such provisions as if) such participant were a "Bank" for purposes of said Section, but shall not have any other rights or benefits under this Agreement or such Bank's Notes or any Acceptance Document (the participant's rights against such Bank in respect of such participation to be those set forth in the agreement (the "Participation Agreement") executed by such Bank in favor of the participant). All amounts payable by the Company to any Bank under Section 5 hereof shall be determined as if such Bank had not sold or agreed to sell any participations and as if such Bank were funding all of its Loans in the same way that it is funding the portion of its Loans in which no participations have been sold. In no event shall a Bank that sells a participation be obligated to the participant under the Participation Agreement to take or refrain from taking any action hereunder or under such Bank's Note or under any Acceptance Document except that such Bank may agree in the Participation Agreement that it will not, without the consent of the participant, agree to (i) the increase, or the extension of the term, or the extension of the time or waiver of any requirement for the reduction or termination, of such Bank's Commitment, (ii) the extension of any date fixed for the payment of principal of or interest on any participated Loan or Acceptance Liability or any portion of any fees payable to the participant, (iii) the reduction of any payment of principal of any participated Loan or Acceptance Liability, (iv) the reduction of the rate at which either interest or (if the participant is entitled to any part thereof) fees are payable hereunder to a level below the rate at which the participant is entitled to receive interest or fees (as the case may be) in respect of such participation or (v) any modification, supplement or waiver hereof or of any of the other Basic Documents to the extent that the same, under the terms hereof or thereof, requires the consent of each Bank.

(d) In addition to the assignments and participations permitted under the foregoing provisions of this Section 11.05, a Bank may assign and pledge all or any portion of its Loans and its Notes to any Federal Reserve Bank as collateral security pursuant to Regulation A and any Operating Circular issued by such Federal Reserve Bank. No such assignment shall release the Bank from its obligations hereunder.

(e) A Bank may furnish any information concerning the Company or any of its Subsidiaries in the possession of such Bank

from time to time to assignees and participants (including prospective assignees and participants).

11.06 Survival. The obligations of the Company under Sections 5.01 and 5.05 hereof, the obligations of the Banks under Section 10.05 hereof and the obligations of Company under Section 11.03 hereof shall survive the repayment of the Loans and Acceptance Liabilities and the termination of the Commitments. In addition, each representation and warranty made, or deemed to be made, by a notice of borrowing of Loans or an Acceptance Quote Request for the creation and discount of Acceptances hereunder shall survive the making of such Loans or the creation and discount of such Acceptances, and no Bank shall be deemed to have waived, by reason of making any Loan, creating and discounting any Acceptance, any Default or Event of Default which may arise by reason of such representation or warranty proving to have been false or misleading, notwithstanding that such Bank or the Agent may have had notice or knowledge or reason to believe that such representation or warranty was false or misleading at the time such Loan was made or such Acceptance was created and discounted.

11.07 Captions. Captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

11.08 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be identical and all of which, when taken together, shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

11.09 Governing Law; Jurisdiction; Service of Process; Waiver of Jury Trial; Etc.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND ANY ACTION OR PROCEEDING TO EXECUTE OR OTHERWISE ENFORCE ANY JUDGMENT OBTAINED IN CONNECTION THEREWITH, MAY BE INSTITUTED IN THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK OR IN THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT THE COMPANY IRREVOCABLY AND UNCONDITIONALLY SUBMITS GENERALLY (BUT NON-EXCLUSIVELY) TO THE JURISDICTION OF EACH SUCH

COURT. THE COMPANY IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO THE COMPANY AT ITS ADDRESS SET FORTH UNDERNEATH ITS SIGNATURE HERETO. THE COMPANY AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. THE COMPANY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE COMPANY FURTHER AGREES THAT ANY SUCH ACTION OR PROCEEDING AGAINST THE AGENT AND/OR ANY OF THE BANKS SHALL BE BROUGHT ONLY IN THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK OR IN THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND THE AGENT AND THE BANKS HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS FOR SUCH PURPOSE.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11.10 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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

NEWELL CO.

By /s/ C.R. Davenport

Title: Vice President-Treasurer

Address for Notices:

Newell Co.
29 East Stephenson Street
Freeport, Illinois 61032

Telecopy No.: 815-233-8060

Telephone No.: 815-233-8040

Attention: C.R. Davenport
Vice President and Treasurer

THE DRAWERS

ANCHOR HOCKING CORPORATION

By /s/ C.R. Davenport

Title: Vice President-Treasurer

Address for Notices:

Anchor Hocking Corporation
c/o Newell Co.
29 East Stephenson Street
Freeport, Illinois 61032

Telecopy No.: 815-233-8060

Telephone No.: 815-233-8040

Attention: C.R. Davenport
Vice President and Treasurer

NEWELL OPERATING COMPANY

By /s/ C.R. Davenport

Title: Vice President-Treasurer

Address for Notices:

Newell Operating Company
c/o Newell Co.
29 East Stephenson Street
Freeport, Illinois 61032

Telecopy No.: 815-233-8060

Telephone No.: 815-233-8040

Attention: C.R. Davenport
Vice President and Treasurer

THE AGENT

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
as Agent

By /s/ Alexander Danzberger

Title:

Address for Notices:

The Chase Manhattan Bank
(National Association),
as Agent
New York Agency
4 Metrotech Center
13th Floor
Brooklyn, New York 11245

Telecopy No.: 718-242-6910

Telephone No.: 718-242-7979

Attention: New York Agency

THE BANKS

Commitment

$50,000,000

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION)

By /s/ Alexander H. Danzberger

Title:

Lending Office for all Credits:

The Chase Manhattan Bank
(National Association)
1 Chase Manhattan Plaza
New York, New York 10081

Address for Notices:

The Chase Manhattan Bank
(National Association)
1 Chase Manhattan Plaza
New York, New York 10081

Telecopy No.: (212) 552-1457

Telephone No.: (212) 552-2750
Attention: Alexander H. Danzberger
Vice President

Commitment

$50,000,000

ROYAL BANK OF CANADA

By /s/ G. David Cole

Title:

Lending Office for all Credits:

New York Branch
Royal Bank of Canada
Pierrepont Plaza
300 Cadman Plaza West
Brooklyn, New York 11201-2701

Address for Notices:

New York Branch
Royal Bank of Canada
c/o New York Operations Center
Pierrepont Plaza
300 Cadman Plaza West
Brooklyn, New York 11201-2701
Attention: Manager, Loans
Administration

Telecopy No.: (718) 522-6292/3

Telephone No.: (212) 858-7168

with a copy to:

Royal Bank of Canada
One North Franklin Street
Suite 700
Chicago, Illinois 60606

Attention: G. David Cole,
Senior Manager

Telecopy No.: (312) 551-0805

Telephone No.: (312) 551-1618

EXHIBIT 21.1
SUBSIDIARIES

Name	Jurisdiction of Organization	Ownership
Anchor Hocking Corporation	Delaware	100% of stock owned by Newell Operating Company
Counselor Borg Scale Company	Delaware	100% of stock owned by Anchor Hocking Corporation
Eberhard Faber, Inc.	Delaware	100% of stock owned by Faber-Castell Corporation
Eberhard Faber, Inc.	New Jersey	100% of stock owned by Faber-Castell Corporation
Fabell Corporation	New Jersey	100% of stock owned by Faber-Castell Corporation
Faber-Castell Canada Ltd.	Ontario, Canada	100% of stock owned by Faber-Castell Corporation
Faber-Castell Corporation	New Jersey	100% of stock owned by Newell Co.
Faber-Castell Domestic International Corporation	New Jersey	100% of stock owned by Faber-Castell Corporation
Goody Products, Inc.	Delaware	100% of stock owned by Newell Co.
Intercraft Company	Delaware	100% of stock owned by Newell Co.
Lee-Rowan Company	Missouri	100% of stock owned by Newell Co.
Newell Finance Company	Delaware	100% of stock owned by Newell Operating Company

EXHIBIT 21.1
SUBSIDIARIES, CONTINUED

Name	Jurisdiction of Organization	Ownership
Newell Holdings France S.A.S.	France	1% of stock owned by Newell Operating Company; 99% of stock owned by Newell Investments Inc.
Newell Holdings U.K. Limited	United Kingdom	100% of stock owned by Newell Investments Inc.
Newell Iberica S.A.	Spain	100% of stock owned by Newell S.A.
Newell Industries Canada, Inc.	Ontario, Canada	100% of stock owned by Newell Operating Company
Newell International Corporation Limited	Jamaica	100% of stock owned by Newell Co.
Newell Investment Co. Limited	Ontario, Canada	100% of stock owned by Newell Co.
Newell Investments Inc.	Delaware	100% of stock owned by Newell Operating Company
Newell Limited	United Kingdom	100% of stock owned by Newell Holdings U.K. Limited
Newell Operating Company	Delaware	100% of stock owned by Newell Co.
Newell Puerto Rico, Ltd.	Delaware	100% of stock owned by Anchor Hocking Corporation
Newell S.A.	France	99% of stock owned by Newell Holdings France S.A.S.; Remaining 1% owned by nominees as required by statute.
Newell S.p.A.	Italy	100% of stock owned by Newell S.A.

EXHIBIT 21.1
SUBSIDIARIES, CONTINUED

Name	Jurisdiction of Organization	Ownership
Newell Window Furnishings, Inc.	Delaware	100% of stock owned by Newell Operating Company
NSM Industries, Inc.	New Jersey	100% of stock owned by Faber-Castell Corporation
N.V. Newell Benelux S.A.	Belgium	99% of stock owned by Newell S.A.; Remaining 1% owned by nominees as required by statute
Plastics, Inc.	Delaware	100% of stock owned by Anchor Hocking Corporation
Sanford Corporation	Illinois	100% of stock owned by Newell Co.
Sterling Plastics Co.	New Jersey	100% of stock owned by Sanford Corporation
Stuart Hall Company, Inc.	Missouri	100% of stock owned by Newell Co.

EXHIBIT 23.1

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accounts, we hereby consent to the incorporation of our report dated January 28, 1995, included in this Form 10-K, into the Company's previously filed Form S-8 Registration Statements File Nos. 33-24447, 33-25196, 33-40641, 33-67620, 33-67632, 33-51063 and 33-51961, Form S-3 Registration Statement File No. 33-46208 and Post-Effective Amendment No. 1 on Form S-8 to Form S-4 Registration Statements File Nos. 33-49282 and 33-44957.

ARTHUR ANDERSEN LLP

Milwaukee, Wisconsin
March 24, 1995

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This schedule contains summary financial information
extracted from the Newell Co. and Subsidiaries
Consolidated Balance Sheets and Statements of Income
and is qualified in its entirety by reference to such
financial statements.
1,000

12-MOS
DEC-31-1994
DEC-31-1994
14,892
0
346,692
(10,886)
420,654
917,671
690,174
(235,577)
2,488,276
784,024
408,986
157,844
0
0
967,482
2,488,276
2,074,934
671,148
1,403,786
1,403,786
309,106
2,780
29,970
329,292
133,717
195,575
0
0
0
195,575
1.24
1.24

Allowances for doubtful accounts are reported as contra accounts to accounts receivable. The corporate reserve for bad debts is a percentage of trade receivables based on the bad debts experienced in one or more past years, general economic conditions, the age of the receivables and other factors that indicate the element of uncollectibility in the receivables outstanding at the end of the period.
See note 1 to consolidated financial statements.