SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 26, 2002

ARVINMERITOR, INC.
(Exact name of registrant as specified in its charter)

Indiana	1-15983	38-3354643
(State or other jurisdiction of incorporation)	(Commission File No.)	(IRS Employer Identification No.)

2135 West Maple Road
Troy, Michigan
(Address of principal executive offices)

48084-7186
(Zip code)

Registrant's telephone number, including area code: (248) 435-1000

ITEM 5. OTHER EVENTS AND REGULATION FD DISCLOSURE.

On February 26, 2002, ArvinMeritor, Inc. (the "Company") issued and sold $400 million aggregate principal amount of its 8 -3/4 % Notes due March 1, 2012 (the "Notes") in an underwritten public offering. Reference is made to the Company's Registration Statement on Form S-3 (Registration No. 333-58760) filed under the Securities Act of 1933, as amended, and the related Prospectus, dated February 19, 2002, as supplemented by the Prospectus Supplement dated February 21, 2002, filed with the Securities and Exchange Commission. The Representatives of the underwriters in respect of the offering were J. P. Morgan Securities Inc. and Salomon Smith Barney Inc. (the "Representatives"). BNY Midwest Trust Company is the Trustee under the Indenture under which the Notes were issued. The Company intends to use the net proceeds of the offering to repay approximately $394 million aggregate principal amount of borrowings under its bank credit facilities.

ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS.

(c) Exhibits

1 Conformed copy of Underwriting Agreement dated February 21, 2002 between the Company and the Representatives.

4-a Form of global certificate evidencing the Notes.

4-b Copy of resolutions of the Offering Committee of the Board of Directors, adopted on February 21, 2002, with respect to the terms of the Notes and approving the form of the Underwriting Agreement.

SIGNATURES

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

ARVINMERITOR, INC.

By: /s/ Vernon G. Baker, II

Vernon G. Baker, II
Senior Vice President
and General Counsel

Date: March 1, 2002

Exhibit 1

EXECUTION COPY

ARVINMERITOR, INC.
8 3/4% Notes Due 2012

UNDERWRITING AGREEMENT
February 21, 2002

J.P. Morgan Securities Inc.
Salomon Smith Barney Inc.
As Representatives of the several
Underwriters named in Schedule B hereto

c/o J.P. Morgan Securities Inc.
270 Park Avenue
New York, NY 10017

Ladies and Gentlemen:

The undersigned, ArvinMeritor, Inc., an Indiana corporation (the "Company"), confirms its agreement with J.P. Morgan Securities Inc. and Salomon Smith Barney Inc., as representatives of the several underwriters named in Schedule B hereto (the "Underwriters"). If the firms listed in Schedule B hereto include only the firms listed in Schedule A hereto (the "Representatives"), then the terms "Underwriters" and "Representatives," as used herein, shall each be deemed to refer to such firms.

The Company proposes to issue and sell debt securities of the title and amount set forth in Schedule A hereto (the "Purchased Securities"), to be issued under the Indenture dated as of April 1, 1998, as supplemented (the "Indenture"), between the Company and BNY Midwest Trust Company, as Trustee.

The Company has filed with the Securities and Exchange Commission (the "Commission") a Registration Statement on Form S-3 (No. 333-58760), relating to $750,000,000 of debt securities, and the offering thereof from time to time in accordance with Rule 415 under the Securities Act of 1933, as amended (the "1933 Act"). Such Registration Statement has been declared effective by the Commission, and the Indenture has been qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"). Such Registration Statement and the Prospectus or Prospectuses relating to the sale of the Purchased Securities by the Company constituting a part thereof, including all documents incorporated therein by reference, as they may from time to time be amended or supplemented, pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), the 1933 Act or otherwise (including by means of the Prospectus Supplement (as defined below)), are in each case collectively referred to herein as the "Registration Statement" and the "Prospectus," respectively; provided, however, that a supplement to the Prospectus contemplated by Section 3(a), including a preliminary form of such a supplement to the Prospectus, if any, previously filed with the Commission pursuant to Rule 424 of the 1933 Act (collectively, a "Prospectus Supplement"), shall be deemed to have supplemented the Prospectus only with respect to the offering of the Purchased Securities to

which it relates. If the Company elects to rely on Rule 434 under the 1933 Act, all references to the Prospectus shall be deemed to include, without limitation, the form of prospectus and the term sheet, taken together, provided to the Representatives by the Company in reliance on such Rule 434. If the Company files a registration statement to register a portion of the Purchased Securities and relies on Rule 462(b) under the 1933 Act for such registration statement to become effective upon filing with the Commission (the "Rule 462 Registration Statement"), then any reference to "Registration Statement" herein shall be deemed to be to both the registration statement referred to above and the Rule 462 Registration Statement, as each such registration statement may be amended pursuant to the 1933 Act.

SECTION 1. Representations and Warranties. The Company represents and warrants to each Underwriter as of the date hereof, as follows:

(a) The Registration Statement has been declared effective by the Commission under the 1933 Act; no stop order suspending the effectiveness of the

Registration Statement has been issued and no proceeding for that purpose has been instituted or, to the knowledge of the Company, threatened by the Commission; and the Registration Statement and the Prospectus, at the time the Registration Statement became effective complied, as of the date hereof complies, and as of the Closing Time will comply, in all material respects with the requirements of the 1933 Act, the rules and regulations thereunder (the "Regulations"), the 1934 Act and the rules and regulations thereunder and the 1939 Act. The Registration Statement, at the time the Registration Statement became effective did not, and as of the date hereof does not, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. The Prospectus, as of its date did not, and as of the date hereof does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the representations and warranties in this subsection shall not apply (i) to statements in or omissions from the Registration Statement or Prospectus made in reliance upon and in conformity with information furnished to the Company in writing by any Underwriter through the Representatives expressly for use in the Registration Statement or Prospectus or (ii) to that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification under the 1939 Act (Form T-1) (the "Form T-1") of the Trustee under the Indenture.

(b) The documents incorporated by reference in the Registration Statement and the Prospectus, when they were filed with the Commission, conformed in all material respects to the requirements of the 1934 Act and the rules and regulations thereunder, and none of such documents when they were filed with the Commission contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and any documents incorporated by reference in the Registration Statement and the Prospectus subsequent to the date hereof will, when filed with the Commission, conform in all material respects to the requirements of the 1934 Act and the rules and regulations thereunder, and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading.

(c) Since the respective dates as of which information is given in the Prospectus, except as otherwise stated therein or contemplated thereby, there has been no material adverse change in or affecting the general affairs, business, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole; and except as set forth or contemplated in the Prospectus neither the Company nor any of its subsidiaries has entered into any transaction or agreement (whether or not in the ordinary course of business) material to the Company and its subsidiaries taken as a whole.

(d) The Company has been duly incorporated and is validly existing under the laws of the State of Indiana, and each of Meritor Heavy Vehicle Systems LLC, a Delaware limited liability company ("HVS"), ArvinMeritor OE, LLC, a Delaware limited liability company ("AMOE"), Maremont Exhaust Products, Inc., a Delaware corporation ("Maremont"), Arvin International Holdings, Inc., a Delaware corporation ("AIH"), Purolator Products NA Inc., a Delaware corporation ("PPNA") and Roll Coater, Inc, an Indiana corporation ("RCI"), has been duly formed or incorporated, is validly existing and is in good standing under the laws of the jurisdiction of its respective incorporation or formation. The Company, HVS, AMOE, Maremont, AIH, PPNA and RCI each has the requisite power and authority as a corporation or a limited liability company to carry on its business as currently being conducted, to own, lease and operate its properties, and is duly qualified and is in good standing as a foreign corporation or limited liability company in each jurisdiction where such qualification is necessary, except in such jurisdictions where the failure so to qualify or to be in good standing would not have a material adverse effect on the general affairs, business, properties, management, financial position or results of operations of the Company and its subsidiaries taken as a whole ("Material Adverse Effect").

(e) All of the outstanding Common Shares of HVS and AMOE, and all of the outstanding Common Stock of Maremont, AIH, PPNA and RCI are validly issued, fully paid and nonassessable and not subject to any preemptive or

similar rights, and are owned by the Company, free and clear of any security interest, mortgage, pledge, claim, lien or encumbrance (each, a "Lien"). There are no outstanding subscriptions, rights, warrants, options, calls, commitments for sale or Liens related to or entitling any person to purchase or otherwise to acquire any equity interests in HVS, AMOE, Maremont, AIH, PPNA or RCI.

(f) None of the Company, HVS, AMOE, Maremont, AIH, PPNA or RCI is in violation of its respective certificate of incorporation or by-laws or other organizational documents or in default under any contract, indenture, mortgage, loan agreement, note, lease or other instrument to which any of them is a party or by which any of them or any of their properties may be bound, except for any violations or defaults which, individually or in the aggregate, would not have a Material Adverse Effect. The execution and delivery of this Agreement, the Delayed Delivery Contracts (as defined below), if any, and the Indenture and the consummation of the transactions contemplated herein and therein have been duly authorized by all necessary corporate action; each of this Agreement and the Indenture are, and when duly executed and delivered in accordance with their terms, the Delayed Delivery Contracts, if any, will be, valid and legally binding agreements of the Company and will not conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to, any contract, indenture, mortgage, loan agreement, note, lease or other instrument to which the Company is a

party or by which it may be bound or to which any of the property or assets of the Company is subject, nor will such action result in any violation of the provisions of the Restated Articles of Incorporation, as amended, or Bylaws of the Company or, to the best of its knowledge, any law, administrative regulation or administrative or court decree applicable to the Company; no consent, approval, authorization or order of any court or governmental authority or agency is required for the consummation by the Company of the transactions contemplated by this Agreement, except such as may be required under the 1933 Act, the 1939 Act, the Regulations or state securities or Blue Sky laws; and the Indenture is enforceable against the Company in accordance with its terms, except as the enforcement thereof may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and subject to general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

(g) The Purchased Securities have been duly authorized for issuance and sale pursuant to this Agreement and, when duly executed, authenticated and delivered pursuant to the provisions of this Agreement and of the Indenture against payment of the consideration therefor in accordance with this Agreement, the Purchased Securities will be valid and legally binding obligations of the Company enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights in general and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and except further as enforcement thereof may be limited by (i) requirements that a claim with respect to any Purchased Securities denominated other than in U.S. dollars be converted into U.S. dollars at an exchange rate prevailing on a date determined pursuant to applicable law or (ii) governmental authority to limit, delay or prohibit the making of payments outside the United States, and will be entitled to the benefits of the Indenture, which will be substantially in the form heretofore delivered to you, except as supplemented to reflect the terms of any one or more series of debt securities.

(h) The Purchased Securities and the Indenture conform in all material respects to all statements relating thereto contained in the Prospectus and the applicable Prospectus Supplement.

(i) No strike or labor stoppage by the employees of the Company or any subsidiary exists, or, to the knowledge of the Company, is imminent which is expected to have a Material Adverse Effect.

(j) The financial statements included or incorporated by reference in the Registration Statement and the Prospectus present fairly the financial position of the Company and its consolidated subsidiaries as of the dates indicated and the results of their operations for the periods specified; said financial statements have been prepared in conformity with generally accepted

accounting principles applied on a consistent basis (except as otherwise stated therein); and the supporting schedules included or incorporated by reference in the Registration Statement present fairly the information required to be stated therein. Any quarterly or other unaudited interim financial statements included or incorporated by reference in the Registration Statement and the Prospectus have been prepared in compliance with the applicable requirements of the 1933 Act, the Regulations, the 1934 Act and the rules and regulations thereunder and have been

prepared on a basis substantially consistent (except as otherwise stated therein) with that of the applicable audited financial statements included or incorporated by reference in the Registration Statement and the Prospectus, and such unaudited financial statements contain all adjustments necessary to present a fair statement of the results of operations for the periods reported. Any pro forma financial information included or incorporated by reference in the Registration Statement and the Prospectus has been prepared in accordance with the applicable requirements of Rule 11-02 of Regulation S-X, and in the opinion of the Company, the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions or circumstances referred to therein.

(k) Other than as set forth or contemplated in the Prospectus, there are no legal or governmental proceedings pending or, to the knowledge of the Company, threatened to which the Company or any of its subsidiaries is or, to the knowledge of the Company, is threatened to be a party or to which any property of the Company or any of its subsidiaries is or is threatened to be the subject which could individually or in the aggregate reasonably be expected to result in a Material Adverse Effect.

(l) To the knowledge of the Company, Deloitte & Touche LLP who have certified certain financial statements of the Company and its subsidiaries are independent public accountants as required by the Securities Act.

(m) The Company is not and, after giving effect to this offering and sale of the Securities, will not be an "investment company" as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act").

Any certificate signed by any officer of the Company and delivered to you or counsel for the Underwriters in connection with an offering of the Purchased Securities shall be deemed a representation and warranty by the Company, as to the matters covered thereby, to each Underwriter participating in such offering.

SECTION 2. Purchase and Sale. The several and not joint commitments of the Underwriters to purchase the Purchased Securities in the respective amounts set forth on Schedule B hereto shall be deemed to have been made on the basis of the representations and warranties herein contained and shall be subject to the terms and conditions herein set forth.

Payment of the purchase price for, and delivery of, any Purchased Securities to be purchased by the Underwriters shall be made at the office specified in Schedule A hereto or at such other place as shall be agreed upon by you and the Company, on the date and at the time so specified or such other time as shall be agreed upon by you and the Company (such time and date being referred to as the "Closing Time"). Payment shall be made to the Company by wire transfer to an account designated by the Company in immediately available funds against delivery to you for the respective accounts of the Underwriters of the Purchased Securities to be purchased by them. Such Purchased Securities shall be in such denominations and registered in such names as you may request in writing at least two business days prior to the Closing Time. Such Purchased Securities, which may be in temporary form, will be made available for examination and packaging by you on or before the first business day prior to the Closing Time.

Delivery at the Closing Time of any Purchased Securities that are in bearer form shall be effected by delivery of a single temporary global security without coupons (the "Global Debt Security") evidencing the Purchased Securities that are in bearer form to a common Depositary or its nominee for the accounts of the Euroclear System ("Euroclear"), and for Clearstream Banking, S.A.

("Clearstream Banking") for credit to the respective accounts at Euroclear or Clearstream Banking of each Underwriter or to such other accounts as such Underwriter may direct. Any Global Debt Security shall be delivered to you not later than the Closing Time, against payment of funds to the Company in the net amount due to the Company for such Global Debt Security by the method and in the form set forth in Schedule A hereto. The Company shall cause definitive Purchased Securities in bearer form to be prepared and delivered in exchange for such Global Debt Security in such manner and at such time as may be provided in or pursuant to the Indenture; provided, however, that the Global Debt Security shall be exchangeable for definitive Purchased Securities in bearer form only on or after the date specified for such purpose in the Prospectus.

If authorized in Schedule A hereto, the Underwriters named therein may solicit offers to purchase debt securities from the Company pursuant to delayed delivery contracts ("Delayed Delivery Contracts") substantially in the form of Exhibit I hereto with such changes therein as the Company may approve. Any Purchased Securities purchased pursuant to Delayed Delivery Contracts as hereinafter provided are herein referred to as "Contract Securities." As compensation for arranging Delayed Delivery Contracts, the Company will pay to you at the Closing Time, for the accounts of the Underwriters, a fee equal to that percentage of the principal amount of Contract Securities for which Delayed Delivery Contracts are made at the Closing Time as is specified in Schedule A hereto. At the Closing Time the Company will enter into Delayed Delivery Contracts with all purchasers proposed by the Underwriters and previously approved by the Company as provided below, but not for an aggregate principal amount of Contract Securities in excess of that specified in Schedule A hereto. The Underwriters will not have any responsibility for the validity or performance of Delayed Delivery Contracts.

Delayed Delivery Contracts are to be only with such investors and in such amounts as are approved by the Company. You are to submit to the Company, at least three business days prior to the Closing Time, the names of any investors with which it is proposed that the Company will enter into Delayed Delivery Contracts and the principal amount of Contract Securities to be purchased by each of them, and the Company will advise you, at least two business days prior to the Closing Time, of the names of the investors with which the making of Delayed Delivery Contracts is approved by the Company and the principal amount of Contract Securities to be covered by each such Delayed Delivery Contract.

If the Company executes and delivers Delayed Delivery Contracts, the aggregate principal amount of Contract Securities will be deducted from the aggregate principal amount of the Purchased Securities to be purchased by the several Underwriters and the principal amount of the Purchased Securities to be purchased by each Underwriter will be reduced pro rata in proportion to the principal amount of the Purchased Securities set forth opposite each Underwriter's name in Schedule B hereto, except to the extent that the Representatives determine that such reduction shall be otherwise than pro rata and so advise the Company in writing; provided, however, that the aggregate principal amount of Purchased Securities to be purchased

by all Underwriters shall be the aggregate principal amount of the Purchased Securities less the aggregate principal amount of Contract Securities.

SECTION 3. Covenants of the Company. The Company covenants and agrees with each Underwriter as follows:

(a) Immediately following the execution of this Agreement, the Company will prepare a Prospectus Supplement setting forth the principal amount of the Purchased Securities covered thereby and their terms not otherwise specified in the Indenture, the names of the Underwriters participating in the offering and the principal amount of the Purchased Securities which each severally has agreed to purchase, the names of the Underwriters acting as Representatives in connection with the offering, the price at which the Purchased Securities are to be purchased by the Underwriters from the Company, the initial public offering price, the selling concession and reallowance, if any, any delayed delivery arrangements, and such other information as you and the Company deem appropriate in connection with the offering of the Purchased Securities. The Company will transmit copies of the Prospectus Supplement to the Commission for timely filing pursuant to Rule 424 of the Regulations and will furnish, not later than 48 hours prior to the Closing Time, to the Underwriters named therein as many copies of the Prospectus and such Prospectus Supplement as

you shall reasonably request.

(b) If at any time when the Prospectus is required by the 1933 Act to be delivered in connection with sales of the Purchased Securities any event shall occur or condition exist as a result of which it is necessary to further amend or supplement the Prospectus in order that the Prospectus will not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in the light of circumstances existing at the time it is delivered to a purchaser, or if it shall be necessary at any such time to amend or supplement the Registration Statement or the Prospectus in order to comply with the requirements of the 1933 Act or the Regulations, the Company will promptly prepare and file with the Commission such amendment or supplement, whether by filing documents pursuant to the 1934 Act or otherwise, as may be necessary to correct such untrue statement or omission or to make the Registration Statement or the Prospectus comply with such requirements.

(c) The Company will make generally available to its security holders, in each case as soon as practicable, an earning statement (in form complying with the provisions of Section 11(a) of the 1933 Act and the Regulations, which need not be certified by independent certified public accountants unless required by the 1933 Act or the Regulations) covering a twelve month period beginning not later than the first day of the Company's fiscal quarter next following the effective date (as defined in Rule 158 of the Regulations) of the Registration Statement.

(d) The Company will give you notice of its intention to file any amendment to the Registration Statement or any supplement to the Prospectus with respect to the Purchased Securities, other than those made by the filing of documents pursuant to the 1934 Act, will furnish you with copies of any such amendment or supplement proposed to be filed a reasonable time in advance of filing, and will not file any such amendment or supplement to which you or your counsel has reasonably objected.

(e) The Company will notify each of you immediately, and confirm the notice in writing, (i) of the filing or effectiveness of any amendment to the Registration Statement, (ii) of the filing of any supplement to the Prospectus with respect to the Purchased Securities, (iii) of the receipt of any comments from the Commission with respect to the Registration Statement, the Prospectus or any Prospectus Supplement, (iv) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus with respect to the Purchased Securities or for additional information with respect thereto, (v) of the receipt by the Company of any notification with respect to any suspension of the qualification of the Purchased Securities for offer or sale in any state or jurisdiction of the United States or the initiation or threatening of any proceeding for such purpose and (vi) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose. The Company will make every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible time.

(f) The Company will deliver to each of you as many signed and conformed copies of the Registration Statement (as originally filed) and each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated by reference in the Prospectus) as you may reasonably request and will also deliver to you a conformed copy of the Registration Statement and each amendment thereto for each of the Underwriters.

(g) The Company will endeavor, in cooperation with Sidley Austin Brown & Wood, counsel for the Underwriters, to qualify the Purchased Securities for offering and sale under the applicable securities laws of such states and other jurisdictions of the United States as you may designate, and will maintain such qualifications in effect for as long as may be required for the distribution of the Purchased Securities; provided, however, that the Company shall not be required to qualify as a foreign corporation or to take any action which would subject it to general consent to service of process in any state in which it is not now qualified or not now so subject. The Company will file such statements and reports as may be required by the laws of each jurisdiction in which the Purchased Securities have been qualified as above provided.

(h) The Company, during the period when the Prospectus is required

to be delivered under the 1933 Act, will file promptly all documents required to be filed with the Commission pursuant to Section 13, 14 or 15(d) of the 1934 Act.

(i) Between the date of this Agreement and the Closing Time, the Company will not, without your prior consent, offer or sell, or enter into any agreement to sell, any debt securities of the Company with a maturity of more than one year (other than one or more other series of debt securities to be issued under the Indenture, having a maturity or maturities different from the date of maturity of the Purchased Securities, with respect to which the Company has entered into a contract for sale on the sale day as the effective date of this agreement).

(j) The Company will use its best efforts to permit the Purchased Securities to be eligible for clearance and settlement through the facilities of the Depository Trust Company ("DTC").

SECTION 4. Conditions of Underwriters' Obligations. The obligations of the Underwriters to purchase the Purchased Securities pursuant to this Agreement are subject to the accuracy of the representations and warranties on the part of the Company herein contained, as of the date hereof and as of the Closing Time, to the accuracy of the statements of the Company's officers made in any certificate furnished pursuant to the provisions hereof, to the performance by the Company of all of its covenants and other obligations hereunder and to the following further conditions:

(a) At the Closing Time (i) no stop order suspending the effectiveness of the Registration Statement shall have been issued under the 1933 Act or proceedings therefor initiated or, to the knowledge of the Company or the Underwriters, threatened by the Commission, (ii) the rating assigned by any nationally recognized statistical rating organization to any debt securities of the Company subsequent to the date of this Agreement and prior to the Closing Time shall not have been lowered and no such rating agency shall have publicly announced during that period that it is placing any debt securities of the Company on what is commonly termed a "watch list" for possible downgrading and (iii) the Prospectus, together with the applicable Prospectus Supplement, shall not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading.

(b) At the Closing Time you shall have received:

(1) The favorable opinion, dated as of the Closing Time, of Dewey Ballantine LLP, counsel for the Company, in form and substance satisfactory to you, to the effect that:

(i) Assuming the due authorization, execution and delivery by the Company, the Indenture constitutes the valid and binding agreement of the Company, and is enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights in general and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and except further as enforcement thereof may be limited by (i) requirements that a claim with respect to any Purchased Securities denominated other than in U.S. dollars be converted into U.S. dollars at an exchange rate prevailing on a date determined pursuant to applicable law or (ii) governmental authority to limit, delay or prohibit the making of payments outside the United States.

(ii) Assuming due authorization, execution, authentication and delivery, the Purchase Securities are valid and binding obligations of the Company, and are enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights in general and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at

law), and except further as enforcement thereof may be limited by (i) requirements that a claim

with respect to any Purchased Securities denominated other than in U.S. dollars be converted into U.S. dollars at an exchange rate prevailing on a date determined pursuant to applicable law or (ii) governmental authority to limit, delay or prohibit the making of payments outside the United States, and will be entitled to the benefits of the Indenture.

(iii) The Indenture and the Purchased Securities conform in all material respects to the descriptions thereof contained in the Prospectus and the applicable Prospectus Supplement.

(iv) The Registration Statement is effective under the 1933 Act and, to the best of their knowledge and information, no stop order suspending the effectiveness of the Registration Statement has been issued under the 1933 Act or proceedings therefor initiated or threatened by the Commission.

(v) The Registration Statement and the Prospectus (other than the financial statements and other financial and statistical data included or incorporated by reference therein, as to which no opinion need be rendered) comply as to form in all material respects with the requirements of the 1933 Act, the 1939 Act (other than Form T-1, as to which no opinion need be rendered) and the Regulations.

(vi) No consent, approval, authorization or order of any U.S. federal or New York State court or governmental authority or agency is required in connection with the issue and sale by the Company of the Purchased Securities to the Underwriters, except such as may be required under the 1933 Act, the Regulations, the 1939 Act and any state securities laws, and the execution and delivery of this Agreement, the Delayed Delivery Contracts, if any, and the Indenture.

Such counsel shall also state that although such counsel does not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement or the Prospectus (except as and to the extent described in paragraph (vi) above), nothing has come to their attention that would lead them to believe that the Registration Statement (other than the financial statements and other financial and statistical data included or incorporated by reference therein, as to which no view need be rendered), as of the time it became effective, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that the Prospectus, supplemented by the Prospectus Supplement as of the date of the Prospectus Supplement and at the Closing Time (other than the financial statements and other financial and statistical data included or incorporated by reference therein and the Form T-1, as to which no view need be rendered), contained or contains, as the case may be, an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(2) The favorable opinion, dated as of the Closing Time, of Baker & Daniels, counsel for the Company, in form and substance satisfactory to you, to the effect that:

(i) The Company has corporate power and authority to own, lease and operate its properties and conduct its business as described in the Registration Statement and the Prospectus and to enter into and perform its obligations under the Underwriting Agreement and the Indenture.

(ii) The Company has been duly incorporated and

is validly existing as a corporation under the laws of the State of Indiana.

(iii) This Agreement and the Delayed Delivery Contracts, if any, have been duly authorized, executed and delivered by the Company.

(iv) The Indenture has been duly authorized, executed and delivered by the Company.

(v) The Purchased Securities have been duly authorized by all necessary corporate action, and have been duly executed and authenticated as specified in the Indenture and delivered against payment therefor pursuant to this Agreement and any applicable Delayed Delivery Contract.

(3) The favorable opinion, dated as of the Closing Time, of the General Counsel or an Assistant General Counsel of the Company, in form and substance satisfactory to you, to the effect that:

(i) The Company is duly qualified as a foreign corporation and is in good standing in the State of Michigan and in each other jurisdiction where such qualification is necessary, except in such jurisdictions where the failure so to qualify or to be in good standing will not subject the Company to any liability material to the condition, financial or otherwise, of the Company and its subsidiaries considered as one enterprise.

(ii) Each of HVS, AMOE, Maremont, AIH, PPNA and RCI is a subsidiary of the Company, has been duly formed or incorporated, as the case may be, and is validly existing and in good standing under the laws of the State of its incorporation or formation and is duly qualified and is in good standing as a foreign limited liability company or corporation, as the case may be, in each jurisdiction where such qualification is necessary, except in such jurisdictions where the failure so to qualify or to be in good standing will not subject the Company to any liability material to the condition, financial or otherwise, of the Company and its subsidiaries considered as one enterprise; the outstanding Common Shares of HVS and AMOE, and the outstanding Common Stock of Maremont, AIH, PPNA and RCI are validly issued, fully paid and nonassessable and are owned by the Company free and clear of any Liens. None of the outstanding shares of capital stock of any subsidiary was issued in violation of the preemptive or similar rights of any securityholder of such subsidiary.

(iii) To the best of his or her knowledge, none of the Company, HVS, AMOE, Maremont, AIH, PPNA or RCI is in violation of its charter, by-laws or similar organizational documents, and no facts have come to his or her attention

that would lend such counsel to conclude that a default by the Company or any subsidiary exists in the due performance or observance of any material obligation, agreement, covenant or condition in any contract, indenture, mortgage, loan agreement, note, lease or other agreement or instrument that is described or referred to in the Registration Statement or Prospectus or incorporated therein by reference except as would not have a Material Adverse Effect; the execution and delivery of this Agreement, the Delayed Delivery Contracts, if any, and the Indenture and the consummation of the transactions contemplated herein will not conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, any contract, indenture, mortgage, loan agreement, note, lease or other instrument to which the Company or any of its subsidiaries is a party or, to the best of his or her knowledge, by which it or any of them may be

bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, nor will such action result in any violation of the provisions of the Restated Articles of Incorporation, as amended, or Bylaws of the Company or any law, administrative regulation or administrative or court decree applicable to the Company.

(iv) Each document, if any, filed pursuant to the 1934 Act (other than the financial statements and other financial data included or incorporated by reference therein, as to which no opinion need be rendered) and incorporated by reference to the Prospectus, complied when so filed as to form in all material respects with the 1934 Act and the rules and regulations thereunder.

(v) There is no litigation or governmental proceeding pending or, to the best of his or her knowledge, threatened against the Company or any of its subsidiaries which would affect the subject matter of this Agreement and the Delayed Delivery Contracts, if any, or which is required to be disclosed in the Prospectus which is not adequately disclosed therein; and except as may be disclosed in the Prospectus, there is no such litigation or governmental proceeding which would have a Material Adverse Effect.

(vi) To the best of his or her knowledge, there are no contracts which are required to be filed as exhibits to the Registration Statement which are not so filed or which are required to be disclosed in the Prospectus which are not adequately disclosed therein; all descriptions in the Prospectus of, contracts and other documents to which the Company or its subsidiaries are a party conform in all material respects to the terms of such documents to the extent described therein.

(vii) The Indenture is qualified under the 1939 Act.

(4) The favorable opinion or opinions, dated as of the Closing Time, of Sidley Austin Brown & Wood LLP, counsel for the Underwriters, with respect to the Registration Statement, the Prospectus and such matters as the Representatives may require.

(c) At the Closing Time there shall not have been, since the date of this Agreement, any material adverse change in or affecting the general affairs, business, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole, or any development involving a prospective material adverse change in or affecting particularly the financial condition of the Company and its subsidiaries taken as a whole, and you shall have received a certificate of the Chief Executive Officer or a Vice President of the Company and the Chief Financial Officer of the Company, dated as of the Closing Time, to the effect that there has been no such material adverse change or prospective change and to the effect that the representations and warranties of the Company contained in Section 1 are true and correct as of the Closing Time.

(d) You shall have received from Deloitte & Touche LLP a letter, addressed to you and dated as of the date hereof and delivered at such time, in form satisfactory to you and containing statements and information of the type ordinarily included in accountants' "comfort letters" to Underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference in the Prospectus; and at the Closing Time, the Underwriters shall have received from Deloitte & Touche LLP a letter, dated as of the Closing Time, in form satisfactory to you and to the effect that they reaffirm the statements made in their letter dated as of the date hereof, other than any necessary exceptions to such letter, except that the specified date referred to shall be a date not more than 3 business days prior to the Closing Time.

(e) At the Closing Time counsel for the Underwriters shall have been furnished with such documents and opinions as they may reasonably require for the purpose of enabling them to pass upon the issuance and sale of the

Purchased Securities as herein contemplated and related proceedings or in order to evidence the accuracy and completeness of any of the representations and warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Purchased Securities as herein contemplated shall be satisfactory in form and substance to you and counsel for the Underwriters.

If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by you by notice to the Company at any time at or prior to the Closing Time, and such termination shall be without liability of any party to any other party except as provided in Section 5.

SECTION 5. Payment of Expenses. The Company will pay all expenses incident to the performance of its obligations under this Agreement, including (i) the printing and filing of the Registration Statement and all amendments thereto, (ii) the preparation, issuance and delivery of the Purchased Securities to the Underwriters, (iii) the fees and disbursements of the Company's counsel and accountants, the Trustee under the Indenture and the Trustee's counsel, (iv) the qualification of the Purchased Securities under securities laws in accordance with the provisions of Section 3(g), including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the preparation of any Blue Sky Survey and Legal Investment Survey, (v) the printing and delivery to the Underwriters in quantities as hereinabove stated of copies of the Registration Statement and all amendments thereto, and of the Prospectus including all supplements and amendments thereto, (vi) the

printing and delivery to the Underwriters of copies of the Indenture and any Blue Sky Survey and Legal Investment Survey, (vii) the fees of rating agencies, (viii) the fees and expenses, if any, incurred in connection with the listing of the Purchased Securities on the New York Stock Exchange, and (ix) any fees and expenses of DTC in connection with the Purchased Securities.

If this Agreement is terminated by you in accordance with the provisions of Section 4 or Section 9(i), the Company shall reimburse the Underwriters for all of their out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters, reasonably incurred in connection with the subject matter of this Agreement. The Company shall not in any event be liable to any of the Underwriters for loss of anticipated profits from the transactions contemplated by this Agreement.

SECTION 6. Indemnification. (a) The Company agrees to indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of Section 15 of the 1933 Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact contained in the Prospectus or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, unless such untrue statement or omission or such alleged untrue statement or omission was made (i) in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use in the Registration Statement or the Prospectus or (ii) in that part of the Registration Statement which constitutes the Form T-1;

(ii) against any and all loss, liability, claim, damage and expense whatsoever to the extent of the aggregate amount paid in settlement of any litigation, or investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, if such settlement is effected with the written consent of the Company; and

(iii) subject to subparagraph (c), against any and all

expense whatsoever as and when incurred (including the fees and disbursements of counsel chosen by you) reasonably incurred in investigating, preparing or defending against any litigation, or investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above.

This indemnity agreement shall not apply to any Underwriter or any such person who controls any Underwriter with respect to the Prospectus to the extent that any loss, liability,

claim, damage or expense resulted from the fact that such Underwriter, in contravention of a requirement of this Agreement or applicable law, sold Securities to a person to whom such Underwriter failed to send or give, at or prior to the Closing Time, a copy of the Prospectus, as then amended or supplemented if: (i) the Company has previously furnished copies thereof (excluding documents incorporated therein by reference), in accordance with Section 3(d) of this Agreement at least 48 hours prior to the Closing Time, to the Underwriters and the loss, liability, claim, damage or expense of such Underwriter resulted from an untrue statement or omission of a material fact contained in or omitted from the Prospectus which was corrected in the Prospectus as, if applicable, amended or supplemented prior to the Closing Time, and such Prospectus as amended or supplemented was required by law to be delivered at or prior to the written confirmation of sale to such person and (ii) the furnishing or giving by such Underwriter of such Prospectus as amended or supplemented by the Closing Time to the party or parties asserting such loss, liability, claim, damage or expense would have cured the defect giving rise to such loss, liability, claim, damage or expense.

Insofar as this indemnity may permit indemnification for liabilities under the 1933 Act of any person who is a partner of an Underwriter or who controls an Underwriter within the meaning of Section 15 of the 1933 Act and who, at the date of this Agreement, is a director, officer or controlling person of the Company, such indemnity agreement is subject to the undertaking of the Company in the Registration Statement.

(b) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company, its directors, each of its officers who signed the Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement or the Prospectus in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives expressly for use in the Registration Statement or the Prospectus.

(c) In case any proceeding (including any governmental investigation or proceeding) shall be instituted involving any person in respect of which indemnity may be sought pursuant to either of the two preceding subsections (a) and (b), such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing but failure to so notify an indemnifying party shall not relieve it from any liability which it may have otherwise than on account of subsections (a) and (b) above. The indemnifying party shall have the right to retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements as incurred of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and the indemnified party shall have reasonably concluded that representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between

them, (iii) the indemnifying party shall not have retained counsel reasonably satisfactory to the indemnified party within a reasonable time following notice of the claim or (iv) the indemnified party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the indemnifying party. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed periodically on a reasonable basis as agreed by the parties. Such separate firm shall be designated in writing by you in the case of parties indemnified pursuant to subsection (a) of this Section and by the Company in the case of parties indemnified pursuant to subsection (b) of this Section. No indemnifying party shall, without the prior written consent of the indemnified party (which consent shall not be unreasonably withheld), settle any pending or threatened proceeding in respect of which indemnification could have been sought hereunder by such indemnified party (whether or not the indemnified party is an actual party to such claim or action) unless such settlement includes an unconditional release of such indemnified party from all liability on the claims that are the subject matter of such action and does not include any statement as to or any admission of fault, culpability or failure to act by or on behalf of any indemnified party.

SECTION 7. Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in Section 6 is for any reason held to be unavailable or insufficient by the indemnified parties although applicable in accordance with its terms, the Company and the Underwriters of the Purchased Securities shall contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by said indemnity agreement incurred by the Company and one or more of such Underwriters in respect of such offering in such proportions as will reflect the relative benefits from the offering of such Purchased Securities received by the Company on the one hand and by such Underwriters on the other hand, provided that if the Purchased Securities are offered by the Underwriters at an initial public offering price set forth in a Prospectus Supplement, the relative benefits shall be deemed to be such that the Underwriters shall be responsible for that portion of the aggregate losses, liabilities, claims, damages and expenses represented by the percentage that the underwriting discount appearing in such Prospectus Supplement bears to the initial public offering price appearing therein and the Company shall be responsible for the balance; provided, however, that no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section, each person, if any, who controls an Underwriter within the meaning of Section 15 of the 1933 Act shall have the same rights to contribution as such Underwriter, and each director of the Company, each officer of the Company who signed the Registration Statement and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act shall have the same rights to contribution as the Company.

The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable consideration referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified person as a result of the losses,

claims, damages and liabilities referred to in this Section 7 shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such indemnified person in connection with any such action or claim. Notwithstanding the provisions of this Section 7, in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Securities exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 7 are several in proportion to their

respective purchase obligations hereunder and not joint.

The remedies provided for in Sections 6 and 7 hereunder are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

SECTION 8. Representations and Warranties to Survive Delivery. All representations and warranties contained in this Agreement, or contained in certificates of officers of the Company submitted pursuant hereto, shall remain operative and in full force and effect, regardless of any termination of this Agreement, or any investigation made by or on behalf of any Underwriter or controlling person, or by or on behalf of the Company, and shall survive delivery of any Purchased Securities to the Underwriters.

SECTION 9. Termination. You may terminate this Agreement, immediately upon notice to the Company, at any time at or prior to the Closing Time (i) if there has been, since the date of this Agreement, any material adverse change in the condition, financial or otherwise, of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (ii) if there has occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis that, in your judgment, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Purchased Securities or enforce contracts for the sale of the Purchased Securities on the terms and in the manner contemplated by this Agreement, or (iii) if trading in any securities issued or guaranteed by the Company has been suspended by the Commission or any securities exchange or in any over-the-counter debt securities market, or if trading generally on any of the New York Stock Exchange, the American Stock Exchange, the Nasdaq National Market, the Chicago Board Options Exchange, the Chicago Mercantile Exchange, the Chicago Board of Trade or any over-the-counter debt securities market has been suspended, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices for securities have been required, by either of said exchanges or by order of the Commission or any other governmental authority, or (iv) if a general moratorium on commercial banking activities has been declared by either Federal or New York authorities. In the event of any such termination, the provisions of Section 5, the indemnity agreement set forth in Section 6, the contribution provisions set forth in Section 7, and the provisions of Section 8 and 13 shall remain in effect.

SECTION 10. Default. If one or more of the Underwriters participating in an offering of the Purchased Securities shall fail at the Closing Time to purchase the Purchased Securities

which it or they are obligated to purchase hereunder (the "Defaulted Securities"), then you shall have the right, within 36 hours thereafter, to make arrangements satisfactory to the Company for one or more of the non-defaulting Underwriters, or any other underwriters, to purchase all of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth. If, however, during such 36 hours you shall not have completed such arrangements for the purchase of all of the Defaulted Securities, then:

(a) if the number of Defaulted Securities does not exceed 10% of the aggregate principal amount of the Purchased Securities, each of the non-defaulting Underwriters shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of the non-defaulting Underwriters; or

(b) if the number of Defaulted Securities exceeds 10% of the aggregate principal amount of the Purchased Securities, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter.

No action taken pursuant to this Section shall relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement. In the event that the Company shall be entitled to but shall not elect to exercise its rights under clause (a) and/or (b), the Company shall be deemed to have elected to terminate this Agreement. In the event of a default by any Underwriter or Underwriters as set forth in this Section, if the Company does not elect to terminate this Agreement, either you or the Company shall have the right to postpone the Closing Time for a period of time not exceeding seven days in order that any required changes in the Registration Statement or

Prospectus or in any other documents or arrangements may be effected.

SECTION 11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to you at your address set forth in Schedule A hereto; notices to the Company shall be directed to it at 2135 West Maple Road, Troy, Michigan, 48084-7186, attention of the Secretary with a copy to the Treasurer.

SECTION 12. Parties. This Agreement shall inure to the benefit of and be binding upon you and the Company, and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the parties hereto and their respective successors and the controlling persons and officers and directors referred to in Sections 6 and 7 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the parties and their respective successors and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Purchased Securities from any Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 13. Governing Law. This Agreement shall be governed by the laws of the State of New York.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us a counterpart hereof, whereupon this instrument along with all counterparts will become a binding agreement between you and us in accordance with its terms.

Very truly yours,

ARVINMERITOR, INC.

By: /s/ Frank A. Voltolina

Frank A. Voltolina
Vice President and Treasurer

CONFIRMED AND ACCEPTED,
as of the date first above written:

J.P. MORGAN SECURITIES INC.
SALOMON SMITH BARNEY INC.

As Representatives of the several Underwriters

By: J.P. Morgan Securities Inc.

By: /s/ Melissa A. Smith

Name: Melissa A. Smith
Title: Vice President

SCHEDULE A

TERMS AGREEMENT

Underwriting Agreement dated February 21, 2002

Representative(s): J.P. Morgan Securities Inc. and Salomon Smith Barney Inc.

Title of Securities: 8 3/4% Notes Due 2012

Amount of Securities: $400,000,000

Price to Public: 100.000% and accrued interest, if any, from February 26, 2002

Purchase Price: 98.625% and accrued interest, if any, from February 26, 2002

Delayed Delivery -
Fee: N/A
Minimum principal amount of each Contract: N/A
Maximum aggregate principal amount of all Contracts: N/A

Closing -

Office for delivery of Securities:
Sidley Austin Brown & Wood LLP
875 Third Avenue
New York, New York 10022

Office for payment for Securities:
Sidley Austin Brown & Wood LLP
875 Third Avenue
New York, New York 10022

Date and time of Closing: February 26, 2002 at 10:00 am

Office for checking Securities:
Sidley Austin Brown & Wood LLP
875 Third Avenue
New York, New York 10022

Underwriting commissions or other compensation: $5,500,000

Addresses for notices per Section 11:

J.P. Morgan Securities Inc.
270 Park Avenue, 9th Floor
New York, New York 10017
Attn: Transaction Execution Group
Fax: (212) 834-6702

SCHEDULE B

Underwriting Agreement dated February 21, 2002

UNDERWRITER	PRINCIPAL AMOUNT OF NOTES
J.P. Morgan Securities Inc.	$146,000,000
Salomon Smith Barney Inc.	146,000,000
Banc One Capital Markets, Inc.	40,000,000
ABN AMRO Incorporated	16,000,000
UBS Warburg LLC	16,000,000
Comerica Securities, Inc.	8,000,000
SunTrust Capital Markets, Inc.	8,000,000
BNY Capital Markets, Inc.	6,667,000
TD Securities (USA) Inc.	6,667,000
Tokyo-Mitsubishi International plc	6,666,000
Total	$400,000,000

EXECUTION COPY

EXHIBIT I

ARVINMERITOR, INC.
(an Indiana corporation)
[Title of Security]

DELAYED DELIVERY CONTRACT

[Date]

ARVINMERITOR, INC.
2135 West Maple Road
Troy, Michigan 48084-7186

Ladies and Gentlemen:

The undersigned hereby agrees to purchase from ArvinMeritor, Inc., an Indiana corporation (the "Company"), and the Company agrees to sell to the undersigned on _____, ____ (the "Delivery Date"), _____ principal amount of the Company's _____ (the "Securities"), offered by the Company's Prospectus dated _____, ____, as supplemented by its Prospectus Supplement dated _____, ____, receipt of which is hereby acknowledged, at a purchase price of ___% of the principal amount thereof, plus accrued interest from _____, ____, to the Delivery Date, and on the further terms and conditions set forth in this contract.

Payment for the Securities which the undersigned has agreed to purchase on the Delivery Date shall be made to the Company on the Delivery Date by wire transfer of immediately available funds to an account designated by the Company, upon delivery to the undersigned, at the office of [name and address] or at such other place as the undersigned and the Company shall agree, of the Securities to be purchased by the undersigned in definitive form and in such authorized denominations and registered in such names as the undersigned may designate by written or telegraphic communication addressed to the Company not less than two full business days prior to the Delivery Date.

The obligation of the undersigned to take delivery of and make payment for Securities on the Delivery Date shall be subject only to the conditions that (1) the purchase of Securities to be made by the undersigned shall not on the Delivery Date be prohibited under the laws of the jurisdiction to which the undersigned is subject and (2) the Company, on or before _____, ____, shall have sold to the Underwriters of the Securities (the "Underwriters") such principal amount of the Securities as is to be sold to them pursuant to the Underwriting Agreement dated _____, ____, between the Company and the Underwriters less the principal amount thereof covered by this and other similar contracts. The obligation of the undersigned to take delivery of and make payment for Securities shall not be affected by the failure of any purchaser to take delivery of and make payment for Securities pursuant to other contracts similar to this contract. The undersigned represents and warrants to you that its investment in the Securities is not, as of the date hereof, prohibited under the laws of any jurisdiction to which the undersigned is subject and which govern such investment.

Promptly after completion of the sale to the Underwriters, the Company will mail or deliver to the undersigned at its address set forth below notice to such effect, accompanied by a copy of the opinion of counsel for the Company delivered to the Underwriters in connection therewith.

By the execution hereof, the undersigned represents and warrants to the Company that all necessary corporate action for the due execution and delivery of this contract and the payment for and purchase of the Securities has been taken by it and no further authorization or approval of any governmental or other regulatory authority is required for such execution, delivery, payment or purchase, and that, upon acceptance hereof by the Company and mailing or delivery of a copy as provided below, this contract will constitute a valid and binding agreement of the undersigned in accordance with its terms.

This contract will inure to the benefit of and be binding upon the parties hereto and their respective successors, but will not be assignable by either party hereto without the written consent of the other.

It is understood that the Company will not accept Delayed Delivery Contracts for an aggregate principal amount of Securities in excess of $_____ and that the acceptance of any Delayed Delivery Contract is in

the Company's sole discretion and, without limiting the foregoing, need not be on a first-come, first-served basis. If this contract is acceptable to the Company, it is requested that the Company sign the form of acceptance on a copy hereof and mail or deliver a signed copy hereof to the undersigned at the address set forth below. This will become a binding contract between the Company and the undersigned when such copy is so mailed or delivered.

This Agreement shall be governed by the laws of the State of New York.

Yours very truly,

_____
(Name of Purchaser)

By:_____
(Title)

_____

_____
(Address)

Accepted as of the date first above written:

ARVINMERITOR, INC.

By:_____

PURCHASER - PLEASE COMPLETE AT TIME OF SIGNING

The name and telephone number of the representative of the Purchaser with whom details of delivery on the Delivery Date may be discussed is as follows: (Please print.)

Name	Telephone No. (including Area Code)

Exhibit 4-a

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (THE "DEPOSITARY") (55 WATER STREET, NEW YORK, NEW YORK), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY, AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNLESS AND UNTIL THIS CERTIFICATE IS EXCHANGED IN WHOLE OR IN PART FOR CERTIFICATES IN DEFINITIVE REGISTERED FORM, THIS CERTIFICATE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE (A) BY THE DEPOSITARY TO A NOMINEE THEREOF OR (B) BY A NOMINEE THEREOF TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR (C) BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

SEE REVERSE FOR CERTAIN DEFINITIONS

NUMBER 1 $ 400,000,000

REGISTERED CUSIP 043353AA9

ARVINMERITOR, INC.
8 3/4% Notes due 2012

ArvinMeritor, Inc., a corporation duly organized and existing under the laws of the State of Indiana (herein referred to as the "Company"), for value received, hereby promises to pay to Cede & Co. or registered assigns, the principal sum of FOUR HUNDRED MILLION DOLLARS ($400,000,000) on March 1, 2012 and to pay interest, semi-annually in arrears on March 1 and September 1 of each year (each, an "Interest Payment Date"), commencing September 1, 2002, on said principal sum at the rate of 8 3/4% per annum, from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from February 26, 2002, until payment of said principal sum has been made. The interest so payable on any Interest Payment Date will, subject to certain exceptions provided in the Indenture referred to on the reverse hereof, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the February 15 or August 15, as the case may be, next preceding such Interest Payment Date. The amount of interest payable will be computed on the basis of a 360-day year of twelve 30-day months. The principal of and interest on this Security are payable in such coin or currency of the United States of

America as at the time of payment is legal tender for payment of public and private debts at the office or agency of the Company in the Place of Payment, and at such other locations as the Company may from time to time designate. Any interest not punctually paid or duly provided for shall be payable as provided in said Indenture.

Reference is made to the further provisions of this Security set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

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

IN WITNESS WHEREOF, THE COMPANY HAS CAUSED THIS INSTRUMENT TO BE DULY EXECUTED UNDER ITS CORPORATE SEAL.

Dated: February 26, 2002

ARVINMERITOR, INC.

By_____
S. Carl Soderstrom
Senior Vice President and
Chief Financial Officer

[Corporate Seal]

Attest_____
Bonnie Wilkinson
Corporate Secretary

TRUSTEE'S CERTIFICATE OF
AUTHENTICATION

BNY Midwest Trust Company, as Trustee,
certifies that this is one of the Securities
of the series designated therein referred to
in the within-mentioned Indenture.

By_____
Authorized Officer

Dated:_____

ARVINMERITOR, INC.
8 3/4% NOTES DUE MARCH 1, 2012

This Security is one of a duly authorized issue of Securities of the Company designated as its 8 3/4% Notes due March 1, 2012 (Securities of such series being hereinafter called the "Securities"), limited in initial aggregate principal amount to $ 400,000,000, issued under an Indenture dated as of April 1, 1998, as supplemented by the First Supplemental Indenture dated as of July 7, 2000 (hereinafter called the "Indenture"), between the Company (as successor to Meritor Automotive, Inc.) and BNY Midwest Trust Company, as Trustee (as successor trustee to The Chase Manhattan Bank, hereinafter called the "Trustee", which term includes any successor trustee under the Indenture with respect to the Securities of this series), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights thereunder of the Company, the Trustee and any Holder of the Securities, and the terms upon which the Securities are, and are to be, authenticated and delivered.

Except as otherwise provided in the Indenture, this Security will be issued in global form only registered in the name of the Depositary or its nominee. This Security will not be issued in definitive form, except as otherwise provided in the Indenture, and ownership of this Security shall be maintained in book-entry form by the Depositary for the accounts of participating organizations of the Depositary.

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

Securities will be redeemable in whole or in part, at the option of the Company at any time prior to maturity, on not less than 30 or more than 60 days' notice mailed to Holders thereof, at a Redemption Price equal to the greater of (i) 100% of the principal amount of the Securities being redeemed and (ii) as determined by the Quotation Agent (as defined below), the sum of the present values of the remaining scheduled payments of principal and interest (not including any portion of those payments of interest accrued as of the date of redemption) discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate (as defined below) plus 50 basis points plus, in each case, accrued interest to the date of redemption.

"Adjusted Treasury Rate" means, with respect to any date of redemption, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for the date of redemption.

"Business Day" means any calendar day that is not a Saturday, Sunday or legal holiday in New York, New York and on which commercial banks are open for business in New York, New York.

"Comparable Treasury issue" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of those Securities.

"Comparable Treasury Price" means, with respect to any date of redemption, (i) the average of the Reference Treasury Dealer Quotations for the date of redemption, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (ii) if the Trustee obtains fewer than three Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations.

"Quotation Agent" means J.P. Morgan Securities Inc. or Salomon Smith Barney Inc. or another Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means (i) each of J.P. Morgan Securities Inc. and Salomon Smith Barney Inc. and their respective successors, provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "Primary Treasury Dealer"), the Company shall substitute another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealer selected by the Company.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any date of redemption, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by that Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding the date of redemption.

On and after the Redemption Date, interest will cease to accrue on the Securities or any portion thereof called for redemption if the Company has complied with the provisions of the following sentence. On or before any Redemption Date, the Company shall deposit with a Paying Agent (or the Trustee) money sufficient to pay the Redemption Price of and accrued interest on the Securities to be redeemed on such date. If less than all the Securities are to be redeemed, the Securities to be redeemed shall be selected by the Trustee by such method as the Trustee shall deem fair and appropriate.

As provided in the Indenture and subject to certain limitations therein set forth, this Security may be registered for transfer on the Security Register of the Company, upon surrender of this Security for registration of transfer at the office or agency of the Company in the Place of Payment, and at such other locations as the Company may from time to time designate, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or the Holder's attorney duly authorized in writing, and thereupon one or more new Securities, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities are issuable only as Registered Securities without coupons in the denominations of $1,000 and any integral multiple thereof. As provided in the Indenture, and

subject to certain limitations therein set forth, Securities are exchangeable for a like aggregate principal amount of Securities of different authorized denominations, as requested by the Holder surrendering the same.

No service charge will be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment for registration of transfer of this Security, the Company, the Trustee, the Security Registrar, the Paying Agent and any agent of any one thereof may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee, the Security Registrar, the Paying Agent nor any such agent shall be affected by notice to the contrary.

The Company may from time to time, without notice to or the consent of the registered holders of the Securities, create and issue further notes ranking equally and ratably with the Securities in all respects (or in all respects except for the payment of interest accruing prior to the issue date of such further notes or except for the first payment of interest following the issue date of such further notes), so that such further notes shall be consolidated and form a single series with the Securities and shall have the same terms as to status, redemption or otherwise as the Securities.

If an Event of Default, as defined in the Indenture, with respect to the Securities shall occur, the principal of all the Securities may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company with respect to the Securities and the rights of the Holders of the Securities under the Indenture at any time by the Company with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities at the time Outstanding, on behalf of the Holders of all the Securities, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof whether or not a notation of such consent or waiver is made upon this Security.

No recourse shall be had for the payment of the principal of or the interest on this Security, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator, stockholder, officer or director, as such, past, present or future, of the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

The Company at its option, subject to the terms and conditions contained in the Indenture, (a) will be discharged from any and all obligations in respect of the Securities (except for certain obligations to register the transfer and exchange of such Securities, to replace mutilated, destroyed, lost or stolen Securities, to compensate, reimburse and indemnify the Trustee, to maintain an office or agency with respect to the Securities and to hold moneys for payment in trust) or (b) may omit to comply with certain restrictive covenants contained in the Indenture, in each case upon irrevocable deposit with the Trustee in trust of money or U.S. government securities (as described in the Indenture) or a combination thereof, which through the payment of interest and principal in respect thereof in accordance with their terms will provide money in an amount sufficient to discharge the principal of and interest on such Securities on the Stated Maturity of such principal or interest.

This Security shall be governed and construed in accordance with the internal laws of the State of New York, without regard to its conflicts of law principles.

Except as otherwise defined herein, all terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Customary abbreviations may be used in the name of a holder of Securities or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with right of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act). Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

_____

_____

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

_____

_____

(Please print or typewrite name and address
including postal zip code of assignee)

_____

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

Attorney to transfer said Note on the books of the Company, with full power of substitution in the premises.

Dated: _____

_____
NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatever.

EXHIBIT 4-B

ARVINMERITOR, INC.

Excerpt from the Minutes of a Meeting of the
Offering Committee of the Board of Directors

February 21, 2002

RESOLVED, that the Corporation create a series of 8 3/4% Notes due March 1, 2012 in an initial aggregate principal amount of $400 million (the "Notes"), which shall be entitled the ArvinMeritor, Inc. 8 3/4% Notes due March 1, 2012, to be issued under an indenture dated as of April 1, 1998, as supplemented by the First Supplemental Indenture, dated as of July 7, 2000 (collectively, the "Indenture"), between the Corporation and BNY Midwest Trust Company (as successor to The Chase Manhattan Bank pursuant to the Instrument of Resignation, Appointment and Acceptance dated as of October 1, 2001 by and among the Corporation, The Chase Manhattan Bank and BNY Midwest Trust Company) as Trustee (the "Trustee"); and further

RESOLVED, that interest will be payable on the Notes at the rate per annum stated in their title, from February 26, 2002, semiannually on March 1 and September 1 of each year, beginning September 1, 2002; and further

RESOLVED, that the Notes shall be issuable in fully registered form in such denominations as the officers of the Corporation shall determine to issue, such determination to be evidenced by the execution and delivery thereof; and further

RESOLVED, that the initial issuance of the Notes be in the form of one or more global securities, in fully registered form issued to The Depository Trust Company or its nominee ("DTC"), and that beneficial holders of the Notes shall not receive certificates for the Notes representing their ownership interest in the Notes, except under the circumstances described in the seventh and eighth paragraphs of Section 3.05 of the Indenture; and further

RESOLVED, that the principal of (and premium if any) and interest on the Notes will be payable at the option of the Corporation (i) by the Trustee, as Paying agent, at an office of the Trustee located in the borough of Manhattan in the City of New York, (ii) with respect to Notes in global, book-entry form, by the Corporation directly to DTC or other depositary for the Notes for the benefit of direct participants in DTC's or such other depositary's book-entry system or (iii) if the Notes are issued in definitive registered form, by the Corporation, at the Corporation's option, directly by check mailed to the record holders of the Notes (in the case of payment of principal or any related premium, against surrender of such Notes) or, with respect to payment of interest only on such Notes and at the Corporation's option, by transfer to an account maintained by the payee inside the United States; and further

RESOLVED, that the provisions of Sections 4.03 and 10.09 of the Indenture with respect to defeasance of the Notes be, and they hereby are, made applicable to the Notes; and further

RESOLVED, that the Notes shall have such other terms and provisions including provisions for the redemption thereof at the option of the Corporation, and shall be in the form previously provided to this Committee and hereby ordered filed with the supporting records for this meeting as Exhibit A, which form is hereby approved; provided that such form of the Notes may incorporate such changes, omissions or insertions therein as may be approved by any officer of the Corporation authorized by the following resolution executing the same, such officer's execution and delivery thereof to be conclusive evidence of such approval; and further

RESOLVED, the Chairman of the Board and Chief Executive Officer, the Senior Vice President and Chief Financial Officer and the Vice President and Treasurer of the Corporation be, and each of them acting individually hereby is, authorized and empowered to execute in the name and on behalf of the Corporation, and the Secretary and the Assistant Secretaries of the Corporation be, and each of them acting individually hereby is, authorized and empowered to affix and attest the seal of the Corporation (which seal may be in the form of a facsimile of the seal of the Corporation) to $400 million aggregate principal amount of Notes (and Notes authenticated and delivered by the Trustee upon registration of transfer of, or in exchange for, or in lieu of, other Notes

pursuant to Sections 3.04, 3.05, 3.06, 9.06 or 11.08 of the Indenture); provided that the signature of any such officer may be a facsimile signature imprinted or otherwise reproduced, and that the Corporation for such purpose hereby adopts as binding upon it the facsimile signature on any Note of the present and any future Chairman of the Board and Chief Executive Officer, Senior Vice President and Chief Financial Officer, Vice President and Treasurer, Secretary, Assistant Secretary or other officer of the Corporation, notwithstanding that at the time Notes shall be authenticated or delivered such officer shall have ceased to hold such office, and of any person who shall subsequently hold any such office notwithstanding that he had not yet been installed in such office at the date of such Note; and further

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and empowered to cause $400 million aggregate principal amount of Notes to be delivered to the Trustee for authentication; and further

RESOLVED, that upon the written order of the Corporation requesting the Trustee to authenticate and deliver the Notes as provided in the Indenture, the Trustee be, and it hereby is, authorized to cause the Notes to be authenticated and delivered for and on behalf of the Corporation against payment by the Underwriters of the Purchase Price (each as hereinafter defined); and further

RESOLVED, that, for purposes of the definition of Principal Property in Section 1.01 of the Indenture, any real property (including buildings and other improvements) of the Corporation or any Restricted Subsidiary (as defined in the Indenture) whether currently owned or hereafter acquired (other than any property hereafter acquired for the control or abatement of atmospheric

pollutants or contaminants of water, noise, odor or other pollution, or for purposes of developing a cogeneration facility or a small power production facility as such terms are defined in the Public Utility Regulatory Policies Act of 1978, as amended), which has, at the date of any determination, a book value in excess of 2.5% of Consolidated Net Tangible Assets (as defined in the Indenture) shall be deemed to be of material importance to the total business conducted by the Corporation and its Registered Subsidiaries as a whole; and further

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and empowered for and on behalf of the Corporation to accept the proposal of J.P. Morgan Securities Inc., Salomon Smith Barney Inc., Banc One Capital Markets, Inc., ABN AMRO Incorporated, UBS Warburg LLC, Comerica Securities, Inc., SunTrust Capital Markets, Inc., BNY Capital Markets, Inc., TD Securities (USA) Inc. and Tokyo-Mitsubishi International plc (the "Underwriter") for the purpose of the Notes from the Corporation; and further

RESOLVED, that the form of Underwriting Agreement to be entered into between the Corporation and the Underwriters, as underwriters and as representatives of any other underwriters purchasing Notes from the Corporation as may be named in the definitive Underwriting Agreement, in connection with the sale of the Notes, a copy of which was previously provided to this Committee and is hereby ordered filed with the supporting records for this meeting as EXHIBIT B, be, and it hereby is, approved; and that the officers of the Corporation be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Corporation, to execute and deliver an Underwriting Agreement substantially in such form, with such changes or additions thereto or omissions therefrom as the officer executing the same shall approve, such approval to be therefrom as the officer executing the same shall approve, such approval to be conclusively evidenced by such officer's execution and delivery thereof, and to take or cause to be taken all such actions as any such officer may deem appropriate to perform such Underwriting Agreement; and further

RESOLVED, that the initial public offering price of the Notes shall be 100% of the principal amount thereof, plus accrued interest, if any, from February 26, 2002 to the date of delivery; and further

RESOLVED, that the price to be paid to the Corporation by the Underwriters for the Notes shall be 98.625% of the principal amount thereof, plus accrued interest, if any, from February 26, 2002 to the date of delivery (the "Purchase Price"); and further

RESOLVED, that the Board of Directors of the Corporation or the Offering Committee may in the future and in their sole discretion resolve to authorize

the creation and issuance of additional debt securities of the Corporation ranking equally and ratably with the Notes in all respects, so that such further debt securities will be consolidated and form a single series with the Notes and will have the same terms as to status, redemption or otherwise as the Notes; and further

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and empowered to take or cause to be taken such actions and to execute and deliver or caused to be executed and delivered all such

documents, certificates, instruments and assurances (including, with limitation, a letter of representations to the DTC, closing certificates and other documents, any other documents required to be delivered pursuant to the Underwriting Agreement, completing and filing with the Securities and Exchange Commission the prospectus supplement and, if required, the prospectus relating to the Notes), to make payment of fees and expenses and to take all such other steps as any of them may deem appropriate to carry out the intent and purpose of the foregoing resolutions and the resolutions of the Board of Directors of the Corporation adopted on April 11, 2001.