

SECURITIES AND EXCHANGE COMMISSION

FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

Filing Date: **1994-03-16**
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FILER

BRISTOL MYERS SQUIBB CO

CIK: **14272** | IRS No.: **220790350** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **S-8** | Act: **33** | File No.: **033-52691** | Film No.: **94516186**
SIC: **2834** Pharmaceutical preparations

Business Address
345 PARK AVE
NEW YORK NY 10154
2125464000

As filed with the Securities and Exchange Commission on March __, 1994

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT <F1>
Under
THE SECURITIES ACT OF 1933

BRISTOL-MYERS SQUIBB COMPANY
(Exact name of issuer as specified in its charter)

Delaware 22-0790350
(State of Incorporation) (I.R.S. Employer Identification No.)
345 Park Avenue
New York, New York 10154
(212) 546-4000
(Address and telephone number of principal executive offices)

BRISTOL-MYERS SQUIBB COMPANY
1983 STOCK OPTION PLAN
(AS AMENDED AND RESTATED AS OF JANUARY 1, 1993)
(Full title of Plan)

Rodolphe Hamel, Vice President and General Counsel
Bristol-Myers Squibb Company
345 Park Avenue
New York, New York 10154
(212) 546-4000
(Name, address and telephone number of agent for service)

Copies to:
Winthrop, Stimson, Putnam & Roberts
One Battery Park Plaza
New York, New York 10004-1490
(212) 858-1000
Attention: Susan P. Serota, Esq.

CALCULATION OF REGISTRATION FEE

<TABLE>
<CAPTION>

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share<F2>	Proposed Maximum Aggregate Offering Price<F2>	Amount of Registration Fee <F2>
<S>	<C>	<C>	<C>	<C>
Common Stock, par value \$.10 per share	15,000,000	\$54.9375	\$824,062,500	\$284,161.4

<FN>
<F1> This Registration Statement also pertains to Rights to Purchase shares of Series A Participating Preferred Stock of the Registrant (the "Rights"). Until the occurrence of certain prescribed events, the Rights are not exercisable, are evidenced by the certificates for Bristol-Myers Squibb Company Common Stock and will be transferred along with and only with such securities. Thereafter, separate Rights certificates will be issued representing one Right for each share of Bristol-Myers Squibb Company Common Stock held subject to adjustment pursuant to anti-dilution provisions.
<F2> Pursuant to Rule 457(h) and Rule 457(c), the maximum offering price per share and the registration fee are based on the reported average of the

high and low prices for Bristol-Myers Squibb Company Common Stock on the New York Stock Exchange on March 10, 1994.

</TABLE>

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PART I

INFORMATION REQUIRED IN A SECTION 10(a) PROSPECTUS

- Item 1. Plan Information
- Item 2. Registrant Information and Employee Plan Annual Information

PART II

INFORMATION REQUIRED IN REGISTRATION STATEMENT

- Item 3. Incorporation of Documents by Reference.

The following documents which have heretofore been filed by Bristol-Myers Squibb Company (the "Company") (File No. 1-1136) with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), are incorporated by reference herein and shall be deemed to be a part hereof:

1. The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1992.
2. The Company's Reports on Form 8-K dated June 2, 1993 and June 4, 1993.
3. The Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 1993, June 30, 1993, and September 30, 1993.
4. The description of the Company's Common Stock contained in a Registration Statement filed under the 1934 Act, including any amendment or report filed for the purpose of updating such description.
5. The description of the Company's Rights contained in the Company's Registration Statement on Form 8-A filed with the Commission pursuant to Section 12(b) of the 1934 Act on December 10, 1987, as amended by an amendment on Form 8 dated July 27, 1989.

All documents, filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the 1934 Act prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and made a part hereof from their respective dates of

filing (such documents, and the documents enumerated above, being hereinafter referred to as "Incorporated Documents"); provided, however, that the documents enumerated above or subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the 1934 Act in each year during which the offering made by this Registration Statement is in effect prior to the filing with the Commission of the Company's Annual Report on Form 10-K covering such year shall not be Incorporated Documents or be incorporated by reference in this Registration Statement or be a part hereof from and after the filing of such Annual Report on Form 10-K.

Any statement contained in an Incorporated Document shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed Incorporated Document modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

- Item 4. Description of Securities.

See Item 3.

Item 5. Interests of Named Experts and Counsel.

The legality of the Common Stock offered pursuant to the Registration Statement has been passed upon for the Company by Rodolphe Hamel, Vice President and General Counsel of the Company, 345 Park Avenue, New York, New York 10154. Mr. Hamel owns, and has options to purchase, common stock of the Company.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law (the "DGCL") provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with specified actions, suits or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation - a "derivative action"), if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceedings, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's by laws, disinterested director vote, stockholder vote, agreement or otherwise.

Under the terms of the Company's Bylaws and subject to the applicable provisions of the laws of the State of Delaware, the Company has indemnified each of its directors and officers, and any employee of the Company who, at the Company's request, has served as a director or officer of another corporation in which the Company owns capital or of which it is a creditor, against expenses incurred or paid in connection with any claim made against such director or officer or any actual or threatened action, suit or proceeding in which such director or officer may be involved by reason of being or having been a director or officer of the Company, or of serving or having served at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action taken or not taken by such director or

officer in such capacity, and against the amount or amounts paid by such director or officer in settlement of any such claim, action, suit or proceeding or any judgment or order entered therein.

Section 102(b)(7) of the DGCL permits a provision in the certificate of incorporation of each corporation organized thereunder, such as the Company, eliminating or limiting, with certain exceptions, the personal liability of a director to the corporation or its stockholders for monetary

damages for breach of fiduciary duty as a director. The Restated Certificate of Incorporation of the Company eliminates the liability of directors to the extent permitted by the DGCL.

The Company carries directors' and officers' liability insurance that covers certain liabilities and expenses of the Company's directors and officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Description
4(a) -	Restated Certificate of Incorporation of Bristol-Myers Squibb Company (filed as Exhibit 4(a) to the Registrant's Registration Statement on Form S-3, Registration No. 33-33682,

dated March 7, 1990).<f*>

- 4(b) - Bylaws of the Registrant, as amended through February 3, 1993, (filed as Exhibit 3b to the Registrant's Annual Report on Form 10-K, File No. 1-1136, for the fiscal year ended December 31, 1992.)<f*>
- 4(c) - Rights Agreement dated as of December 4, 1987, between the Registrant and Rights Agent named therein, as amended (filed as Exhibit 1 to the Registrant's Registration Statement on Form 8-A, File No. 1-1136, dated December 7, 1987),<f*> as amended by Amendment No. 1 (filed as Exhibit 1 to the Registrant's Form 8; File No. 1-1136, dated July 27, 1989).<f*>
- 5 - Opinion of the Registrant's General Counsel as to the legality of securities offered under Bristol-Myers Squibb Company 1983 Stock Option Plan (As Amended and Restated as of January 1, 1993).
- 23(a) - Consent of Independent Accountants, Price Waterhouse.
- 23(b) - Consent of Counsel (contained in the Opinion of the Registrant's General Counsel, Exhibit 5 hereto.)
- 24 - Certified resolutions of the Board of Directors of Bristol-Myers Squibb Company and related Power of Attorney.

- -----
[FN]
<f*> Incorporated by reference

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Item 8. Exhibits (continued).

Exhibit Number

- 99 - Bristol-Myers Squibb Company 1983 Stock Option Plan (as amended and restated as of January 1, 1993) as amended through September 14, 1993.

Item 9. Undertakings.

(1) The undersigned Registrant hereby undertakes:

(a) to file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

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

Provided, however, that paragraphs (1)(a)(i) and (1)(a)(ii) do not apply if the registration statement is on Form S-3 or Form S-8 and the information required to be included in a post-effective amendment by those paragraphs are contained in periodic reports filed by the Registrant pursuant to Section 13(a) or Section 15(d) of the 1934 Act that are incorporated by reference in the registration statement.

(b) That, for the purpose of determining any liability under the

Pursuant to the requirements of the Securities Act of 1933, the Registration Statement has been signed below by the following persons in the capacities indicated and on the 16th day of March, 1994.

Signature	Title
----- * ----- (Charles A. Heimbold, Jr.)	President, Chief Executive Officer and Director (Principal Executive Officer)
----- * ----- (Michael E. Autera)	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)
----- * ----- (Frederick S. Schiff)	Corporate Staff Vice President and Controller (Principal Accounting Officer)
----- * ----- (Richard L. Gelb)	Chairman of the Board of Directors
----- * ----- (Robert E. Allen)	Director
----- * ----- (Ellen V. Futter)	Director
----- * ----- (Louis V. Gerstner, Jr.)	Director
----- * ----- (John D. Macomber)	Director
----- * ----- (Alexander Rich, M.D.)	Director
----- * ----- (James D. Robinson III)	Director
----- * ----- (Andrew C. Sigler)	Director
----- * ----- (Lewis W. Sullivan, M.D.)	Director

* The undersigned, by signing her name hereto, does hereby sign this registration statement or amendment thereto on behalf of each of the above-indicated directors or officers of Bristol-Myers Squibb Company pursuant to powers of attorney executed by each such director or officer.

/s/ Pamela D. Kasa

(Pamela D. Kasa, Attorney-in-fact)

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

EXHIBITS

filed with

Form S-8

Registration Statement

Under

The Securities Act of 1933

Bristol-Myers Squibb Company 1983 Stock Option Plan
(as Amended and Restated as of January 1, 1993)
(Full title of Plan)

BRISTOL-MYERS SQUIBB COMPANY
(Exact name of Issuer as specified in its charter)

Bristol-Myers Squibb Company

Exhibit Index

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23(b) Consent of Counsel (contained with the Opinion of the Registrant's General Counsel, Exhibit 5 hereto.)

* Incorporated by reference.

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Bristol-Myers Squibb Company

Exhibit Index, continued

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[Letterhead of Bristol-Myers Squibb Company]

March 11, 1994

Bristol-Myers Squibb Company
345 Park Avenue
New York, New York 10154

Re: Bristol-Myers Squibb Company - Registration Statement on Form
S-8 relating to the Bristol-Myers Squibb Company 1983 Stock
Option Plan (As Amended and Restated as of January 1, 1993)
(the "Registration Statement")

Gentlemen:

In connection with proposed sale of up to 15,000,000 of the common stock par value \$.10 (the "Shares") of Bristol-Myers Squibb Company (the "Company") pursuant to the Bristol-Myers Squibb Company 1983 Stock Option Plan (As Amended and Restated as of January 1, 1993) (the "Plan") with respect to which a Registration Statement on Form S-8 has been prepared for filing with the Securities and Exchange Commission pursuant to the Securities Act of 1933, I have examined or supervised the examination of such corporate records, other documents and questions of law as I considered necessary for the purposes of this opinion.

I am of the opinion that when:

- (a) the applicable provisions of the Securities Act of 1933 and of State securities "blue sky" laws shall have been complied with;
- (b) the Company's Board of Directors shall have duly authorized the issue and sale of the Shares; and
- (c) the Shares shall have been duly issued and paid for (in an

amount not less than \$.10 par value thereof);

the Shares will be legally issued, fully paid and nonassessable.

I hereby consent to the use of this opinion as an Exhibit to the Registration Statement on Form S-8 and to the reference to me under the caption "Legal Opinion" in the Registration Statement and related prospectus, and any amendments thereto, filed or distributed in connection with the Plan.

Very truly yours,

/s/ Rodolphe Hamel

Rodolphe Hamel
General Counsel

CONSENT OF INDEPENDANT ACCOUNTANTS

We hereby consent to the incorporation by refence in the Prospectus constituting part of the Registration Statement on Form S-8 of our report dated January 21, 1993, which appears on page 39 of the 1992 Annual Report to Shareholders of Bristol-Myers Squibb Company, which is incorporated by reference in Bristol-Myers Squibb Company's Annual Report on Form 10-K for the year ended December 31, 1992. We also consent to the incorporation by reference of our report on the Financial Statement Schedules, which appears on page 17 of such Annual Report on Form 10-K. We also consent to the reference to us under the heading "Experts" in such Prospectus.

/s/ Price Waterhouse
PRICE WATERHOUSE

New York, New York
March 15, 1994

CERTIFICATION

I, Pamela D. Kasa, Secretary of Bristol-Myers Squibb Company (the "Company"), a corporation organized under the laws of the State of Delaware, hereby certify that the following is a true and exact copy of a resolution taken from the minutes of a regular meeting of the Board of Directors of said corporation, held at the offices of the Company, 345 Park Avenue, New York, New York, on the 2nd day of March, 1993.

RESOLVED, that effective January 1, 1993, the Bristol-Myers Squibb Company 1983 Stock Option Plan be, and hereby is, amended as set forth in Exhibit E attached to these minutes.

IN WITNESS WHEREOF, I have hereunto placed my hand and the seal of the corporation on this 11th day of March, 1994.

/s/ Pamela D. Kasa

Secretary

EXHIBIT E

Board Resolutions
BRISTOL-MYERS SQUIBB COMPANY

1983 Stock Option Plan
(As Amended and Restated as of January 1, 1993)

RESOLVED, that the 1983 Stock Option Plan (as amended and restated as of January 1, 1993) (the "Plan") of Bristol-Myers Squibb Company (the "Company") in substantially the form presented to this meeting is hereby adopted effective January 1, 1983, with such changes therein as the

designated officers (as defined below) of the Company deem necessary or desirable, such effectiveness to be subject to the approval of the shareholders of the Company at the next annual meeting of shareholders; and

RESOLVED, that the adoption of said Plan is hereby declared to be advisable; and

RESOLVED, that said Plan be submitted to the stockholders of this Company entitled to vote thereon at the Annual Meeting of Stockholders to be held May 4, 1993, with a recommendation that the same be approved and that its adoption by this Board of Directors be authorized; and

RESOLVED, that the Chairman, the President, any Executive Vice President, any Senior Vice President, any Vice President or the Secretary of the Company ("designated officers") are each authorized and empowered (a) to certify these resolutions to any person and (b) to execute all other documents and certifications in order to comply with the legal and other

requirements pertaining to the Plan or otherwise to carry out the purposes

and intent of the foregoing resolution; and

RESOLVED, that upon approval of the Plan by shareholders, a number of shares of the Company's Common Stock (par value \$.10 per share) equal to 0.9% of the outstanding shares of the Company's Common Stock on January 1, 1993 be and hereby are reserved for issuance from time to time for offering under and pursuant to the Plan, and, upon the issuance and sale of said shares pursuant to the Plan, said shares will be fully paid and non-assessable by the Company; and

RESOLVED, that on January 1, 1994 and on January 1 of each succeeding year of the ten-year term of the Plan an additional number of shares of the Company's Common Stock (par value \$.10 per share) equal to 0.9% of the outstanding shares of the Company's Common Stock (par value \$.10 per share) on such date be, and hereby are, reserved for issuance from time to time for offering under and pursuant to the Plan, and, upon the issuance and sale of said shares pursuant to the Plan, said shares will be fully paid and nonassessable by the Company; and

RESOLVED, that the preparation and filing of a registration statement on Form S-8 under the Securities Act of 1933 for the registration of the shares of the Company's Common Stock to be issued pursuant to the Plan is hereby approved and that each of the designated officers of the Company is hereby authorized and empowered to execute said registration statement on behalf of the Company and to cause the same to be filed with the Securities and Exchange Commission (the "Commission"); and

RESOLVED, that each of the designated officers is authorized and empowered to execute and file all such instruments and documents, make all payments and do all such other acts and things, including the execution and filing of an amendment or amendments to said registration statement, as such officer may deem necessary or desirable in order to effect such filing and procure the effectiveness of said registration statement; and

RESOLVED, that, for the purpose of executing the registration statement and causing the same to be filed with the Commission and of remedying any deficiencies or making any changes with respect thereto by an appropriate amendment or amendments, the directors and officers of the Company be, and each of them hereby is, authorized and empowered to give their several powers of attorney to Rodolphe Hamel, and Pamela D. Kasa, or any one of them; and that the power of attorney, in the form presented to this meeting, be, and it hereby is, approved with such changes therein as the designated officers, or any one of them, may deem necessary or desirable; and

RESOLVED, that it is desirable and in the best interest of the Company that its securities be qualified or registered for sale in various states; that the designated officers are each authorized to determine the states in which appropriate action shall be taken to qualify or register for sale all or such part of the shares of the Company's Common Stock (par value \$.10 per shares) to be issued under the Plan, as the designated officers may deem necessary or advisable; that each of the designated officers are hereby authorized to perform on behalf of the

Company any and all such acts as they may deem necessary or advisable in order to comply with the applicable laws of any such states, and in connection therewith to execute and file all requisite papers and documents, including, but not limited, to applications, reports, surety bonds, irrevocable consents and appointments of attorneys for service of process; and the execution by the designated officers of any such paper or documents or the doing by them of any act in connection with the foregoing matters shall conclusively establish their authority therefor from the Company and the approval and ratification by the Company of the papers and documents so executed and the action so taken; and

RESOLVED, that the designated officers are each authorized and directed on behalf of the Company to prepare, execute and cause to be filed with the New York Stock Exchange, Inc., and the Pacific Stock Exchange, Incorporated, applications for the listing of the shares of the Company's Common Stock, par value \$.10 per share, to be issued under the Plan, and to execute and file such documents and instruments and to take any and all such action in connection therewith, including the execution and filing of such amendment or amendments, supplement or supplements, exhibit or exhibits thereto, as the designated officers may deem necessary or desirable; and

RESOLVED, that the designated officers are each authorized to appear before the New York Stock Exchange, Inc. and the Pacific Stock Exchange, Incorporated, with authority to make such changes in the application filed with each such Exchange, or

in the exhibits, agreements or instruments relating thereto, and to do such other acts and things as they may deem necessary or desirable to conform to the requirements for listing on each such Exchange.

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Rodolphe Hamel, and Pamela D. Kasa and each of them severally, that person's true and lawful attorney-in-fact, with power to act with or without the others, and with power of substitution and resubstitution, to execute in that person's name, place and stated in that person's capacity as a Director or officer of Bristol-Myers Squibb Company any and all amendments to a Registration Statement on Form S-8 relating to the Bristol-Myers Squibb Company 1983 Stock Option Plan (as amended and restated as of January 1, 1993), with exhibits thereto, and all documents necessary or incidental in connection therewith, and to file the same with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorney-in-fact, or their substitutes, may do or cause to be done by virtue hereof.

/s/ Robert E. Allen

June 29, 1993

ROBERT E. ALLEN

/s/ Michael E. Autera

MICHAEL E. AUTERA
June 23, 1993

/s/ Ellen V. Futter

ELLEN V. FUTTER
June 29, 1993

/s/ Richard L. Gelb

RICHARD L. GELB
June 28, 1993

/s/ Louis V. Gerstner, Jr.

LOUIS V. GERSTNER, JR.
June 31, 1993

/s/ Charles A. Heimbold, Jr.

CHARLES A. HEIMBOLD, JR.
June 21, 1993

/s/ John D. Macomber

JOHN D. MACOMBER
June 18, 1993

/s/ Alexander Rich, M.D.

ALEXANDER RICH, M.D.
June 15, 1993

/s/ James D. Robinson, III

JAMES D. ROBINSON, III
June 29, 1993

/s/ Andrew C. Sigler

July 12, 1993

ANDREW C. SIGLER

/s/ Louis W. Sullivan, M.D.

June 11, 1993

LOUIS W. SULLIVAN, M.D.

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BRISTOL-MYERS SQUIBB COMPANY
1983 STOCK OPTION PLAN
(As Amended and Restated effective January 1, 1993)
(As Amended to September 14, 1993)

1. Purpose: The purpose of the 1983 Stock Option Plan (as amended and restated as of January 1, 1993) (the "Plan") is to secure for the Company and its stockholders the benefits of the incentive inherent in common stock ownership by the officers and key employees of the Company and its Subsidiaries and Affiliates who will be largely responsible for the Company's future growth and continued financial success and by providing long-term incentives in addition to current compensation to certain key executives of the Company and its Subsidiaries and Affiliates who contribute significantly to the long-term performance and growth of the Company and such Subsidiaries and Affiliates. It is intended that the former purpose will be effected through the grant of stock options and stock appreciation rights under the Plan and that the latter purpose will be effected through an award conditionally granting performance units under the Plan, either independently or in conjunction with and related to a nonqualified stock option grant under the Plan. The Bristol-Myers Squibb Company Long-Term Performance Award Plan (as amended to January 17, 1983 and in effect as of December 31, 1992) ("LTPAP") has been merged into and consolidated with the Plan as of January 1, 1993. As used herein, the term "Prior Plan" shall mean the Bristol-Myers Squibb Company 1983 Stock Option Plan (as amended through May 1, 1991 and in effect as of December 31, 1992) prior to its amendment and restatement as of January 1, 1993.

2. Definitions: For purposes of this Plan:

- (a) "Affiliate" shall mean any entity in which the Company has an ownership interest of at least 20%.
- (b) "Code" shall mean the Internal Revenue Code of 1986, as amended.
- (c) "Common Stock" shall mean the Company's common stock (par value \$.10 per share).
- (d) "Company" shall mean Bristol-Myers Squibb Company.

(e) "Disability" or "Disabled" shall mean qualifying for and receiving payments under a disability pay plan of the Company or any Subsidiary or Affiliate.

(f) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(g) "Fair Market Value" shall mean the average of the high and low sales prices of a share of Common Stock on the New York Stock Exchange, Inc. composite tape on the date of measurement or on any date as determined by the Committee and if there were no trades on such date, on the day on which a trade occurred next preceding such date.

(h) "Retirement" shall mean termination of the employment of an employee with the Company or a Subsidiary or Affiliate on or after (i) the employee's 65th birthday or (ii) the employee's 55th birthday if the employee has completed 10 years of service with the Company, its Subsidiaries and/or its Affiliates.

Furthermore, an employee who makes no election to retire under Article 19 of the Bristol-Myers Squibb Company Retirement Income Plan (the "Retirement Income Plan") shall have any additional years of age and service which are credited under Article 19 of the Retirement Income Plan taken into account when determining such employee's age and service under this Section 2(h). Such election shall be deemed a Retirement for purposes of this Section 2(h) and all other purposes of this Plan.

(i) "Subsidiary" shall mean any corporation which at the time qualifies as a subsidiary of the Company under the definition of "subsidiary corporation" in Section 424 of the Code.

3. Amount of Stock: The amount of stock which may be made subject to grants of options or awards of performance units under the Plan in calendar year 1993 shall not exceed an amount equal to (i) 0.9% of the outstanding shares of the Company's Common Stock on January 1, 1993, plus (ii) the amount of shares available for, and not made subject to, grants of options under the Prior Plan as of January 1, 1993, less (iii) the number of shares subject to options granted in 1993 under the Prior Plan and (iv) the number of shares corresponding to awards of performance units outstanding under the LTPAP on the date the Plan is approved by the stockholders of the Company. With respect to each succeeding year, the amount of stock which may be made subject to grants of options or awards of performance units under the Plan shall not exceed an amount equal to (i) 0.9% of the outstanding shares of the Company's Common Stock on January 1 of such year plus, subject to this Section 3, (ii) in any year the number of shares equal to the amount of shares that were available for grants and awards in the prior year but were not made subject to a grant or award in such prior year and (iii) the number

of shares that were subject to options or awards granted hereunder or under the Prior Plan, which options or awards terminated or expired in the prior year without being exercised. Common Stock issued hereunder may be authorized and reissued shares or issued shares acquired by the Company or its Subsidiaries on the market or otherwise.

4. Administration: The Plan shall be administered under the supervision of the Board of Directors of the Company which shall exercise its powers, to the extent herein provided, through the agency of a Compensation and Management Development Committee (the "Committee") which shall be appointed by the Board of Directors of the Company and shall consist of not less than three directors who shall serve at the pleasure of the Board. No member of the Committee shall have been within one year prior to appointment to, or while serving on, the Committee granted or awarded equity securities of the Company pursuant to this or any other plan of the Company or its Subsidiaries or Affiliates except to the extent that participation in any such plan or receipt of any such grant or award would not adversely affect the Committee member's status as a disinterested person for purposes of Rule 16b-3 under the Exchange Act.

The Committee, from time to time, may adopt rules and regulations for carrying out the provisions and purposes of the Plan and make such other determinations, not inconsistent with the terms of the Plan, as the Committee shall deem appropriate. The interpretation and construction of any provision of the Plan by the Committee shall, unless otherwise determined by the Board of Directors, be final and conclusive.

The Committee shall maintain a written record of its proceedings. A majority of the Committee shall constitute a quorum, and the acts of a majority of the members present at any meeting at which a quorum is present, or acts unanimously approved in writing, shall be the acts of the Committee.

5. Eligibility: Options and awards may be granted only to present or future officers and key employees of the Company and its Subsidiaries and

Affiliates, including Subsidiaries and Affiliates which become such after the adoption of the Plan. Any officer or key employee of the Company or of any such Subsidiary or Affiliate shall be eligible to receive one or more options or awards under the Plan. Any director who is not an officer or employee of the Company or one of its Subsidiaries or Affiliates and any member of the Committee, during the time of the member's service as such or thereafter, shall be ineligible to receive an option or award under the Plan. The adoption of this Plan shall not be deemed to give any officer or employee any right to an award or to be granted an option to purchase Common Stock of the Company, except to the extent and upon such terms and conditions as may be determined by the Committee.

6. Stock Options: Stock options under the Plan shall consist of incentive stock options under Section 422 of the Code or nonqualified stock options (options not intended to qualify as incentive stock options), as the

Committee shall determine. In addition, the Committee may grant stock appreciation rights in conjunction with an option, as set forth in Section 6(b)(11), or may grant awards in conjunction with an option, as set forth in Section 6(b)(10) (as "Associated Option").

Each option shall be subject to the following terms and conditions:

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(a) Grant of Options. The Committee shall (1) select the officers and key employees of the Company and its Subsidiaries and Affiliates to whom options may from time to time be granted, (2) determine whether incentive stock options or nonqualified stock options, are to be granted, (3) determine the number of shares to be covered by each option so granted, (4) determine the terms and conditions (not inconsistent with the Plan) of any option granted hereunder (including but not limited to restrictions upon the options, conditions of their exercise, or on the shares of Common Stock issuable upon exercise thereof), (5) determine whether nonqualified stock options or incentive stock options granted under the Plan shall include stock appreciation rights and, if so, shall determine the terms and conditions thereof in accordance with Section 6(b)(11) hereof, (6) determine whether any nonqualified stock options granted under the Plan shall be Associated Options, and (7) prescribe the form of the instruments necessary or advisable in the administration of options.

(b) Terms and Conditions of Option. Any option granted under the Plan shall be evidenced by a Stock Option Agreement executed by the Company and the optionee, in such form as the Committee shall approve, which agreement shall be subject to the following terms and conditions and shall contain such additional terms and conditions not inconsistent with the Plan, and in the case of an incentive stock option not inconsistent with the provisions of the Code applicable to incentive stock options, as the Committee shall prescribe:

(1) Number of Shares Subject to an Option. The Stock Option Agreement shall specify the number of shares of Common Stock subject to the Agreement. If the option is an Associated Option, the number of shares of Common Stock subject to such Associated Option shall initially be equal to the number of performance units subject to the award, but one share of Common Stock shall be canceled for each performance unit paid out under the award.

(2) Option Price. The purchase price per share of Common Stock purchasable under an option will be determined by the Committee but will be not less than the Fair Market Value of a share of Common Stock on the date of the grant of such option.

(3) Option Period. The period of each option shall be fixed by the Committee, but no option shall be exercisable after the expiration

of ten years from the date the option is granted.

(4) Consideration. Each optionee, as consideration for the grant of an option, shall remain in the continuous employ of the Company or of one of its Subsidiaries or Affiliates for at least one year from the date of the granting of such option, and no option shall be exercisable until after the completion of such one year period of employment by the optionee.

(5) Exercise of Option. An option may be exercised in whole or in part from time to time during the option period (or, if determined by the Committee, in specified installments during the option period) by giving written notice of exercise to the Company specifying the numbers of shares to be purchased, such notice to be accompanied by payment in full of the purchase price and Withholding Taxes (as defined in Section 10 hereof) due either by certified or bank check, or in shares of Common Stock of the Company owned by the optionee having a Fair Market Value at the date of exercise equal to such purchase price and Withholding Taxes due, or in a combination of the foregoing; provided, however, that payment in shares of Common Stock of the Company will not be permitted unless at least 100 shares of Common Stock are required and delivered for such purpose. No shares shall be issued until full payment therefor has been made. An optionee shall have the rights of a stockholder only with respect to shares of stock for which certificates have been issued to the optionee.

(6) Nontransferability of Options. No option or stock appreciation right granted under the Plan shall be transferable by the optionee otherwise than by will or by the laws of descent and distribution, and such option or stock appreciation right shall be exercisable, during the optionee's lifetime, only by the optionee.

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(7) Retirement and Termination of Employment Other than by Death or Disability. If an optionee shall cease to be employed by the Company of any of its Subsidiaries and Affiliates for any reason (other than termination of employment by reason of death or Disability) after the optionee shall have been continuously so employed for one year after the granting of the option, the option shall be exercisable only to the extent that the optionee was otherwise entitled to exercise it at the time of such cessation of employment with the Company, Subsidiary or Affiliate, but in no event after the expiration of the option period set forth therein except that in the case of cessation of employment other than by reason of Retirement or death, the option shall in no event be exercisable after the date three months next succeeding such cessation of employment. The Plan does not confer upon any optionee any right

with respect to continuation of employment by the Company or any of its Subsidiaries or Affiliates.

(8) Disability of Optionee. An optionee who ceases to be employed by reason of Disability shall be treated as though the optionee remained in the employ of the Company or a Subsidiary or Affiliate until the earlier of (i) cessation of payments under a disability pay plan of the Company, Subsidiary or Affiliate, (ii) the optionee's death, or (iii) the optionee's 65th birthday.

(9) Death of Optionee. In the event of the death of the optionee while in the employ of the Company or of any of its Subsidiaries or Affiliates or within whichever period after Retirement or cessation of employment of the optionee specified in subsection (7) or (8) is applicable, and provided the optionee shall have been continuously so employed for one year after the granting of the option, the option shall be exercisable by the executors, administrators, legatees or

distributees of the optionee's estate, as the case may be, at any time following death but in no event after the expiration of the option period set forth therein and only to the extent that the optionee would otherwise have been entitled to exercise it if the optionee were then living, except that in the case of the death of an optionee after Retirement or other cessation of employment, the option shall in no event be exercisable after the later of (i) the date twelve months next succeeding such death or (ii) the last day of the period after Retirement or other cessation of employment of the optionee specified in Section 6(b)(7). In the event any option is exercised by the executors, administrators, legatees or distributees of the estate of a deceased optionee, the Company shall be under no obligation to issue stock thereunder unless and until the Company is satisfied that the person or persons exercising the option are the duly appointed legal representatives of the deceased optionee's estate or the proper legatees or distributees thereof.

(10) Long Term Performance Awards. The Committee may from time to time grant nonqualified stock options under the Plan in conjunction with and related to an award of performance units made under a Long Term Performance Award as set forth in Section 7(b)(11). In such event, notwithstanding any other provision hereof, (i) the number of shares to which the Associated Option applies shall initially be equal to the number of performance units granted by the award, but such number of shares shall be reduced on a one share-for-one unit basis to the extent that the Committee determines pursuant to the terms of the award, to pay to the optionee or the optionee's beneficiary the performance units granted pursuant to such award; and (ii) such Associated Option shall be cancelable in the discretion of the Committee, without the consent of the optionee, under the conditions and to the extent specified in the award.

(11) Stock Appreciation Rights. In the case of any option granted under the Plan, either at the time of grant or by amendment of such option at any time after such grant there may be included a stock appreciation right which shall be subject to such terms and conditions, not inconsistent with the Plan, as the Committee shall impose, including the following:

(A) A stock appreciation right shall be exercisable to the extent, and only to the extent, that the option in which it is included is at the time exercisable, and may be exercised within such period only at such time or times as may be determined by the Committee;

(B) A stock appreciation right shall entitle the optionee (or any person entitled to act under the provisions of subsection (9) hereof) to surrender unexercised the option in which the stock appreciation right is included (or any portion of such option) to the Company and to receive from the Company in exchange therefor that number of shares having an aggregate value equal to (or, in the

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direction of the Committee, less than) the excess of the value of one share (provided such value does not exceed such multiple of the option price per share as may be specified by the Committee) over the option price per share specified in such option times the number of shares called for the option, or portion thereof, which is so surrendered. The Committee shall be entitled to cause the Company to settlement its obligation, arising out of the exercise of a stock appreciation right, by the payment of cash equal to the aggregate value of the shares the Company would otherwise be obligated to deliver or partly by the payment of cash and partly by

the delivery of shares. Any such election shall be made within 30 business days after the receipt by the Committee of written notice of the exercise of the stock appreciation right. The value of a share for this purpose shall be the Fair Market Value thereof on the last business day preceding the date of the election to exercise the stock appreciation right;

(C) No fractional shares shall be delivered under this subsection (11) but in lieu thereof a cash adjustment shall be made;

(D) If a stock appreciation right included in an option is exercised, such option shall be deemed to have been exercised to the extent of the number of shares called for by the option or portion thereof which is surrendered on exercise of the stock

appreciation right and no new option may be granted covering such shares under this Plan; and

(E) If an option which includes a stock appreciation right is exercised, such stock appreciation right shall be deemed to have been canceled to the extent of the number of shares called for by the option or portion thereof is exercised and no new stock appreciation rights may be granted covering such shares under this Plan.

(12) Incentive Stock Options. In the case of any incentive stock option granted under the Plan, the aggregate Fair Market Value of the shares of Common Stock of the Company (determined at the time of grant of each option) with respect to which incentive stock options granted under the Plan and any other plan of the Company or its parent or a Subsidiary which are exercisable for the first time by an employee during any calendar year shall not exceed \$100,000 or such other amount as may be required by the Code. In any year, the maximum number of shares with respect to which incentive stock options may be granted shall not exceed 4,000,000 shares.

7. Long-term Performance Awards: Awards under the Plan shall consist of the conditional grant to the participants of a specified number of performance units. The conditional grant of a performance unit to a participant will entitle the participant to receive a specified dollar value, variable under conditions specified in the award, if the performance objectives specified in the award are achieved and the other terms and conditions thereof are satisfied.

Each award will be subject to the following terms and conditions:

(a) Grant of Awards. The Committee shall (1) select the officers and key executives of the Company and its Subsidiaries and Affiliates to whom awards may from time to time be granted, (2) determine the number of performance units covered by each award, (3) determine the terms and conditions of each performance unit awarded and the award period and performance objectives with respect to each award, (4) determine the periods during which a participant may request the Committee to approve deferred payment of a percentage (50% or 100%) of an award (the "Deferred Portion") and the interest or rate of return thereon or the basis on which such interest or rate of return thereon is to be determined, (5) determine whether payment with respect to the portion of an award which has not been deferred (the "Current Portion") and the payment with respect to the Deferred Portion of an award shall be made entirely in cash, entirely in Common Stock or partially in cash and partially in Common Stock, (6) determine whether the award is to be made independently of or in conjunction with a nonqualified stock option granted under the Plan, and (7) prescribe the form of the instruments necessary or advisable in the administration of the awards.

(b) Term and Conditions of Award. Any award conditionally granting performance units to a participant shall be evidenced by a Performance Unit Agreement executed by the Company and the participant, in such form as the Committee shall approve, which Agreement shall contain in substance the following terms and conditions and such additional terms and conditions as the Committee shall prescribe:

(1) Number of Performance Units. The Performance Unit Agreement shall specify the number of performance units conditionally granted to the participant. If the award has been made in conjunction with the grant of an Associated Option, the number of performance units granted shall initially be equal to the number of shares which the participant is granted the right to purchase pursuant to the Associated Option, but one performance unit shall be canceled for each share of the Company's Common Stock purchased upon exercise of the Associated Option or for each stock appreciation right included in such option that has been exercised.

(2) Value of Performance Units. The Performance Unit Agreement shall specify the threshold, target and maximum dollar values of each performance unit and corresponding performance objectives as provided Under Section 7(b)(5).

(3) Award Periods. For each award, the Committee shall designate an award period with a duration to be determined by the Committee in its discretion but in no event less than the three calendar years within which specified performance objectives are to be attained. There may be several award periods in existence at any one time and the duration of performance objectives may differ from each other.

(4) Consideration. Each participant, as consideration for the award of performance units, shall remain in the continuous employ of the Company or of one of its Subsidiaries or Affiliates for at least one year after the date of the making of such award, and no award shall be payable until after the completion of such one year of employment by the participant.

(5) Performance Objectives. The Committee shall establish performance objectives with respect to the Company for each award period on the basis of such criteria and to accomplish such objectives as the Committee may from time to time determine. Performance objectives may include objective and subjective criteria. During any award period, the Committee may adjust the performance objectives for such award period as it deems equitable in recognition of unusual or nonrecurring events affecting the Company, changes in applicable tax laws or accounting principles, or such other factors as the Committee may determine.

(6) Determination and Payment of Performance Units Earned. As

soon as practicable after the end of an award period, the Committee shall determine the extent to which awards have been earned on the basis of the Company's actual performance in relation to the established performance objectives as set forth in the Performance Unit Agreement. The Performance Unit Agreement shall specify that as soon as practicable after the end of each award period, the Committee shall determine whether the conditions of Sections 7(b)(4) and 7(b)(5) hereof have been met and, if so, shall ascertain the amount payable to the participant in respect of the performance units. As promptly as practicable after it has determined that an amount is payable in respect of an award, the Committee shall cause the Current Portion of such award to be paid to the participant or the participant's beneficiaries, as the case may be, in the Committee's discretion, either entirely in cash, entirely in Common Stock or partially in cash and partially in Common Stock. The Deferred Portion of an award shall be contingently credited and payable to the participant over a deferred period and shall be credited with interest or a rate of return, as determined by the Committee. The

Committee, in its discretion, shall determine the conditions upon, and method of, payment of such deferred portions and whether such payment will be made entirely in cash, entirely in Common Stock or partially in cash and partially in Common Stock.

In making the payment of an award in Common Stock hereunder, the cash equivalent of such Common Stock shall be determined by the Fair Market Value of the Common Stock on the day the Committee designates the performance units shall be paid.

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(7) Nontransferability of Awards and Designation of Beneficiaries. No award under the Plan shall be transferable by the participant other than by will or by the laws of descent and distribution, except that a participant may designate a beneficiary pursuant to the provisions hereof.

If any participant or the participant's beneficiary shall attempt to assign the participant's rights under the Plan in violation of the provisions thereof, the Company's obligation to make any further payments to such participant or the participant's beneficiaries shall forthwith terminate.

A participant may name one or more beneficiaries to receive any payment of an award to which the participant may be entitled under the Plan in the event of the participant's death, on a form to be provided by the Committee. A participant may change the participant's beneficiary designation from time to time in the same manner.

If no designated beneficiary is living on the date on which any payment becomes payable to a participant's beneficiary, such payment will be payable to the person or persons in the first of the following classes of successive preference:

- (i) Widow or widower, if then living,
- (ii) Surviving children, equally,
- (iii) Surviving parents, equally,
- (iv) Surviving brothers and sisters, equally
- (v) Executors or administrators

and the term "beneficiary" as used in the Plan shall include such person or persons.

(8) Retirement and Termination of Employment Other Than by Death or Disability. In the event of the Retirement prior to the end of an award period of a participant who has satisfied the one year employment requirement of Section 7(b)(4) with respect to an award prior to Retirement, the participant, or his estate, shall be entitled to a payment of such award at the end of the award period, pursuant to the terms of the Plan and the participant's Performance Unit Agreement, provided, however, that the participant shall be deemed to have earned that proportion (to the nearest whole unit) of the value of the performance units granted to the participant under such award as the number of months of the award period which have elapsed since the first day of the calendar year in which the award was made to the end of the month in which the participant's Retirement occurs, bears to the total number of months in the award period. The participant's rights in any remaining performance units shall be canceled and forfeited.

Subject to Section 7(b)(6) hereof, the Performance Unit Agreement shall specify that the rights of the participant in the performance units granted to such participant shall be conditional and shall be canceled, forfeited and surrendered if the participant's continuous employment with the Company and its Subsidiaries and Affiliates shall terminate for any reason, other than the participant's death, Disability or Retirement prior to the end of the award period.

The Committee may, in its discretion, waive, in whole or in part, the cancellation, forfeiture and surrender of any performance units.

(9) Disability of Participant. For the purposes of any award a participant who becomes Disabled shall be deemed to have suspended active employment by reason of Disability commencing on the date the participant becomes entitled to receive payments under a disability pay plan of the Company or any Subsidiary or Affiliate and continuing until the date the participant is no longer entitled to receive such payments. In the event a participant becomes Disabled during an award period but only if the participant has satisfied the one year employment requirement of Section 7(b)(4) with respect to an award prior to

becoming Disabled, upon the determination by the Committee of the extent to which an award has been earned pursuant to Section 7(b)(6) the participant shall be deemed to have earned that proportion (to the nearest whole unit) of the value of the performance units granted to the participants under such award as the number of months of the award period

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in which the participant was not Disabled bears to the total number of months of the award period. The participant's rights in any remaining performance units shall be canceled and forfeited.

The Committee may, in its discretion, waive, in whole or in part, such cancellation and forfeiture of any performance units.

(10) Death of Participant. In the event of the death prior to the end of an award period of a participant who has satisfied the one year employment requirement with respect to an award prior to the date of death, the participant's beneficiaries or estate, as the case may be, shall be entitled to a payment of such award upon the end of the award period, pursuant to the terms of the Plan and the participant's Performance Unit Agreement, provided, however, that the participant shall be deemed to have earned that proportion (to the nearest whole unit) of the value of the performance units granted to the participant under such award as the number of months of the award period which have elapsed since the first day of the calendar year in which the award was made to the end of the month in which the participant's death occurs, bears to the total number of months in the award period. The participant's rights in any remaining performance units shall be canceled and forfeited.

The Committee may, in its discretion, waive, in whole or in part, such cancellation and forfeiture of any performance units.

(11) Grant of Associated Option. If the Committee determines that the conditional grant of performance units under the Plan is to be made to a participant in conjunction with the grant of a nonqualified stock option under the Plan, the Committee shall grant the participant an Associated Option under the Plan subject to the terms and conditions of this subsection (11). In such event, such award under the Plan shall be contingent upon the participant's being granted such an Associated Option pursuant to which: (i) the number of shares the optionee may purchase shall initially be equal to the number of performance units conditionally granted by the award, (ii) such number of shares shall be reduced on a one share-for-one unit basis to the extent that the Committee determines, pursuant to Section 7(b)(6) hereof, to pay to the participant or the participant's beneficiaries the performance units conditionally granted pursuant to the award, and (iii) the Associated

Option shall be cancelable in the discretion of the Committee, without the consent of the participant, under the conditions and to the extent specified herein and in Section 7(b)(6) hereof.

If no amount is payable in respect of the conditionally granted performance units, the award and such performance units shall be deemed to have been canceled, forfeited and surrendered, and the Associated Option, if any, shall continue in effect in accordance with its terms. If any amount is payable in respect of the performance units and such units were granted in conjunction with an Associated Option, the Committee shall, within 30 days after the determination of the Committee referred to in the first sentence of Section 7(b)(6), determine, in its sole discretion, either:

(A) to cancel in full the Associated Option, in which event the value of the performance units payable pursuant to Sections 7(b)(5) and (6) shall be paid;

(B) to cancel in full the performance units, in which event no amount shall be paid to the participant in respect thereof but the Associated Option shall continue in effect in accordance with its terms; or

(C) to cancel some, but not all, of the performance units, in which event the value of the performance units payable pursuant to Sections 7(b)(5) and (6) which have not been canceled shall be paid and the Associated Option shall be canceled with respect to that number of shares equal to the number of conditionally granted performance units that remain payable.

Any action taken by the Committee pursuant to the preceding sentence shall be uniform with respect to all awards having the same award period. If the Committee takes no such action, it shall be deemed to have determined to cancel in full the award in accordance with clause (B) above.

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8. Determination of Breach of Conditions. The determination of the Committee as to whether an event has occurred resulting in a forfeiture or a termination or reduction of the Company's obligations in accordance with the provisions of the Plan shall be conclusive.

9. Adjustment in the Event of Change in Stock: In the event of changes in the outstanding Common Stock of the Company by reason of stock dividends, recapitalization, mergers, consolidations, split-ups, combinations or exchanges of shares and the like, the aggregate number and class of shares available under the Plan, and the number, class and the price of shares

subject to outstanding options and/or awards and the number of performance units and/or the dollar value of each unit shall be appropriately adjusted by the Committee, whose determination shall be conclusive.

10. Taxes: In connection with the transfer of shares of Common Stock to an optionee, subject to Section 16 of the Exchange Act, as the result of the exercise of a nonqualified stock option or a stock appreciation right, or to a participant subject to Section 16 of the Exchange Act, upon payment of an award, the Company shall have the right to retain or sell without notice, or to demand surrender of, shares of Common Stock having a Fair Market Value (taking into account any commissions or other expenses the Company may incur upon the sale of such shares) on the date that the amount required by any governmental entity to be withheld or otherwise deducted and paid with respect to such transfer ("Withholding Tax") is to be determined (the "Tax Date") sufficient to cover the amount of any Applicable Tax (the amount of Withholding Tax plus the incremental amount determined on the basis of the highest marginal tax rate applicable to such optionee or participant, Federal Insurance Contribution Act taxes or other governmental impost or levy), and to make payment (or to reimburse itself for payment made) to the appropriate taxing authority of an amount in cash equal to the amount of such Applicable Tax, remitting any balance to the optionee or participant.

As optionee or participant who is not an executive officer of the Company subject to Section 16 of the Exchange Act shall be entitled to satisfy the obligation to pay any Withholding Tax or Applicable Tax, by providing the Company with funds sufficient to enable the Company to pay such Withholding Tax or Applicable Tax or by requiring the Company to retain or to accept upon delivery thereof by the optionee or participant shares of Common Stock sufficient in value (determined in accordance with the last sentence of the preceding paragraph), to cover the amount of such Withholding Tax or Applicable Tax. Each election by an optionee or participant to have shares retained or to deliver shares for this purpose shall be subject to the following restrictions: (i) the election must be in writing and be made on or prior to the Tax Date; (ii) the election must be irrevocable; (iii) the election shall be subject to the disapproval of the Committee.

11. Amendment of the Plan: The Board of Directors may amend or suspend the Plan at any time and from time to time. No such amendment of the Plan may, however, increase the maximum number of shares to be offered under options or awards, or change the manner of determining the option price, or change the designation of employees or class of employees eligible to receive options or awards, or permit the transfer or issue of stock before payment therefor in full, or, without the written consent of the optionee or participant, alter or impair any option or award previously granted under the Plan, Prior Plan or LTPAP.

12. Amendment of Options Outstanding Under the Prior Plan: The Prior Plan and certain nonqualified options granted and outstanding thereunder are hereby amended to provide that any nonqualified option which

is outstanding on the date this Plan is adopted by a vote of the holders of a majority of the shares of the Company's Common Stock and \$2.00 Convertible Preferred Stock present in person or by proxy at a duly held shareholders meeting at which a quorum representing a majority of all outstanding voting stock is present shall be exercisable in accordance with Sections 6(b)(7) and 6(b)(9), except that for the purpose of such options "Retirement" shall additionally mean termination of the employment of an employee after completing 35 years of service with the Company or its Subsidiaries.

Furthermore, an employee who makes an election to retire under Article 19 of the Retirement Income Plan shall have any additional years of age and service which are credited under Article 19 of the Retirement Income Plan taken into account when determining such employee's age and years of service with the Company or its Subsidiaries under this Section 12. Such election shall be deemed a Retirement for purposes of this Section 12 and all other purposes of this Plan.

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13. Miscellaneous: By accepting any benefits under the Plan, each optionee or participant and each person claiming under or through such optionee or participant shall be conclusively deemed to have indicated acceptance and ratification of, and consent to, any action taken or made to be taken or made under the Plan by the Company, the Board, the Committee or any other Committee appointed by the Board. No participant or any person claiming under or through him shall have any right or interest, whether vested or otherwise, in the Plan or in any option, or stock appreciation right or award thereunder, contingent or otherwise, unless and until all of the terms, conditions and provisions of the Plan and the Agreement that affect such participant or such other person shall have been complied with. Nothing contained in the Plan or in any Agreement shall require the Company

to aggregate or earmark any cash or other property. Neither the adoption of the Plan nor its operation shall in any way affect the rights and powers of the Company or any of its Subsidiaries or Affiliates to dismiss and/or discharge any employee at any time.

14. Term of the Plan: The Plan shall become effective as of January 1, 1993 by action of the Board of Directors conditioned on and subject to approval of the Plan, by a vote of the holders of a majority of the shares of Common Stock and \$2.00 Convertible Preferred Stock of the Company present in person or by proxy at a duly held shareholders meeting at which a quorum representing a majority of all outstanding voting stock is present. The Plan shall terminate on December 31, 2002, or at such earlier date as may be determined by the Board of Directors. Termination of the Plan, however, shall not affect the rights of optionees under options theretofore granted to them or the rights of participants under awards theretofore granted to them, and all unexpired options and awards shall

continue in force and operation after termination of the Plan except as they may lapse or be terminated by their own terms and conditions.