

SECURITIES AND EXCHANGE COMMISSION

FORM POS EX

Post-effective amendments filed solely to add exhibits to a registration statement

Filing Date: **2001-08-03**
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FILER

TYCO INTERNATIONAL GROUP S A

CIK: **1060352**
Type: **POS EX** | Act: **33** | File No.: **333-44100** | Film No.: **1697355**
SIC: **3678** Electronic connectors

Business Address
*BOULEVARD ROYAL 26
L-2449 LUXEMBOURG
00000
0113522299*

TYCO INTERNATIONAL LTD /BER/

CIK: **833444** | State of Incorporation: **DO** | Fiscal Year End: **0930**
Type: **POS EX** | Act: **33** | File No.: **333-44100-01** | Film No.: **1697354**
SIC: **3678** Electronic connectors

Mailing Address
*C/O TYCO INTERNATIONAL
(US) INC
ONE TYCO PARK
EXETER NH 03833*

Business Address
*90 PITTS BAY ROAD
THE ZURICH CENTRE
SECOND FLOOR
PEMROKE HM 08 BERMU DO
4412928674*

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AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON AUGUST 3, 2001

POST-EFFECTIVE AMENDMENT NO. 2 TO
REGISTRATION NOS. 333-44100
AND 333-44100-01 AND POST-EFFECTIVE AMENDMENT
NO. 1 TO REGISTRATION NOS. 333-65722 AND
333-65722-01

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

POST-EFFECTIVE
AMENDMENT NO. 2
TO
FORM S-3
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933
AND
POST-EFFECTIVE
AMENDMENT NO. 1 TO
FORM S-3
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

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TYCO INTERNATIONAL LTD.
(Exact name of registrant as specified in its charter)
BERMUDA
(State or other jurisdiction
of incorporation or organization)
NOT APPLICABLE
(IRS Employer Identification No.)
THE ZURICH CENTRE, SECOND FLOOR
90 PITTS BAY ROAD
PEMBROKE HM 08, BERMUDA
(441) 292-8674*
(Address, including zip code, and telephone number,
including area code, of registrant's principal executive
offices)

TYCO INTERNATIONAL GROUP S.A.
(Exact name of registrant as specified in its charter)
LUXEMBOURG
(State or other jurisdiction
of incorporation or organization)
NOT APPLICABLE
(IRS Employer Identification No.)
6, AVENUE EMILE REUTER
SECOND FLOOR
L-2420 LUXEMBOURG
(352) 46-43-40-1
(Address, including zip code, and telephone number,
including area code, of registrant's principal executive
offices)

</Table>

MARK H. SWARTZ
C/O TYCO INTERNATIONAL (US) INC.
ONE TYCO PARK
EXETER, NEW HAMPSHIRE 03833
(603) 778-9700
(Name, address, including zip code, and telephone number,
including area code, of agent for service)

(*Tyco International Ltd. maintains its registered and principal executive offices at The Zurich Centre, Second Floor, 90 Pitts Bay Road, Pembroke HM 08, Bermuda. The executive offices of Tyco's principal United States subsidiaries are located at One Tyco Park, Exeter, New Hampshire 03833. The telephone number there is (603) 778-9700.

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COPIES TO:

MEREDITH B. CROSS
WILMER, CUTLER & PICKERING
2445 M STREET, N.W.
WASHINGTON, D.C. 20037
(202) 663-6000

FATI SADEGHI
SENIOR CORPORATE COUNSEL
TYCO INTERNATIONAL (US) INC.
ONE TYCO PARK
EXETER, NEW HAMPSHIRE 03833
(603) 778-9700

</Table>

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: From time to time after the effective date of this Registration Statement.

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

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

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

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

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. /X/

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POST-EFFECTIVE AMENDMENT NO. 2/POST-EFFECTIVE AMENDMENT NO. 1

This Post-Effective Amendment No. 2 to Registration Statement on Form S-3 (Nos. 333-44100 and 333-44100-01) and Post-Effective Amendment No. 1 to Registration Statement on Form S-3 (Nos. 333-65722 and 333-65722-01) are filed pursuant to Rule 462(d) solely to add certain exhibits not previously filed with respect to such Registration Statements.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

<Table>

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EXHIBIT NO.

DESCRIPTION

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1.2	Underwriting Agreement, dated July 24, 2001, among Tyco, the Company and the Representatives of the Underwriters named therein, relating to the Company's Floating Rate Notes due 2003, the Company's 4.95% Notes due 2003 and the Company's 5.80% Notes due 2006
3.1	Tyco's Memorandum of Association (incorporated by reference to Exhibit 3.1 to Tyco's Annual Report on Form 10-K for the year ended December 31, 1992)
3.2	Tyco's Certificate of Incorporation on change of name (incorporated by reference to Exhibit 3.2 to Tyco's Current Report on Form 8-K filed July 10, 1997)
3.3	Bye-Laws of Tyco (incorporated by reference to Exhibit 3.1 to Tyco's Quarterly Report on Form 10-Q filed May 11, 2001)
3.4	Restated Articles of Association of the Company (incorporated by reference to Exhibit 3.4 to the Registrants' Form S-4 (File Nos. 333-93307 and 333-93307-01 filed December 21, 1999))
4.1	Form of Senior Indenture (incorporated by reference to Exhibit 4.1 to the Registrants' Post-Effective Amendment No. 1 to Form S-3 filed June 9, 1998 (File Nos. 333-50855 and 333-50855-01))

4.4	Supplemental Indenture No. 17, dated as of July 30, 2001, among the Company, Tyco and The Bank of New York, as Trustee, relating to the Company's Floating Rate Notes due 2003
4.5	Supplemental Indenture No. 18, dated as of July 30, 2001, among the Company, Tyco and The Bank of New York, as Trustee, relating to the Company's 4.95% Notes due 2003
4.6	Supplemental Indenture No. 19, dated as of July 30, 2001, among the Company, Tyco and The Bank of New York, as Trustee, relating to the Company's 5.80% Notes due 2006
5.4	Opinion of Appleby Spurling & Kempe
5.5	Opinion of Beghin & Feider in association with Allen & Overy
5.6	Opinion of Wilmer, Cutler & Pickering
12	Tyco International Ltd. Computation of Ratio of Earnings to Fixed Charges*
23.1	Consent of PricewaterhouseCoopers*

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EXHIBIT NO.	DESCRIPTION
<C>	<S>
23.2	Consent of Arthur Andersen LLP*
23.7	Consent of Appleby Spurling & Kempe (contained in the opinion filed as Exhibit 5.4 hereto)
23.8	Consent of Beghin & Feider in association with Allen & Overy (contained in the opinion filed as Exhibit 5.5 hereto)
23.9	Consent of Wilmer, Cutler & Pickering (contained in the opinion filed as Exhibit 5.6 hereto)
23.10	Consent of KPMG LLP*
24	Powers of Attorney*
25.1	Statement of Eligibility of Trustee on Form T-1 for Senior Indenture (incorporated by reference to Exhibit 25 to the Registrants' Form S-3 filed April 23, 1998 (File Nos. 333-50855 and 333-50855-01))

</Table>

* Previously filed.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 2 to the Registration Statement on Form S-3 (Nos. 333-44100 and 333-44100-01) and Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 (Nos. 333-65722 and 333-65722-01) to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Exeter, State of New Hampshire, on the 3rd day of August, 2001.

<Table>

<S>

<C> <C>
TYCO INTERNATIONAL LTD.

By: /s/ MARK H. SWARTZ

Mark H. Swartz

EXECUTIVE VICE PRESIDENT AND
 CHIEF FINANCIAL OFFICER
 (PRINCIPAL FINANCIAL
 AND ACCOUNTING OFFICER)

</Table>

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment No. 2 to the Registration Statement on Form S-3 (Nos. 333-44100 and 333-44100-01) and Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 (Nos. 333-65722 and 333-65722-01) has been signed by the following persons on August 3, 2001 in the capacities indicated below.

<Table>
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SIGNATURE -----	TITLE -----
* ----- L. Dennis Kozlowski	<S> Chairman of the Board, President, Chief Executive Officer and Director (Principal Executive Officer)
* ----- Lord Ashcroft KCMG	Director
* ----- Joshua M. Berman	Director
* ----- Richard S. Bodman	Director
* ----- John F. Fort	Director

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SIGNATURE -----	TITLE -----
* ----- Stephen W. Foss	<S> Director
* ----- Wendy E. Lane	Director
* ----- James S. Pasman, Jr.	Director
* ----- W. Peter Slusser	Director
/s/ MARK H. SWARTZ ----- Mark H. Swartz	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)
* ----- Frank E. Walsh, Jr.	Director
----- Joseph F. Welch	Director

</Table>

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<S> <C> <C> <C>

*By: /s/ MARK H. SWARTZ

Mark H. Swartz
ATTORNEY-IN-FACT

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 2 to the Registration Statement on Form S-3 (Nos. 333-44100 and 333-44100-01) and Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 (Nos. 333-65722 and 333-65722-01) to be signed on its behalf by the undersigned, thereunto duly authorized, in Luxembourg, on the 3rd day of August, 2001.

<Table>

<S> <C> <C>
TYCO INTERNATIONAL GROUP S.A.

By: /s/ KEVIN O'KELLY LYNCH

Kevin O'Kelly Lynch
MANAGING DIRECTOR
(PRINCIPAL FINANCIAL
AND ACCOUNTING OFFICER)

</Table>

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment No. 2 to the Registration Statement on Form S-3 (Nos. 333-44100 and 333-44100-01) and Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 (Nos. 333-65722 and 333-65722-01) has been signed by the following persons on August 3, 2001 in the capacities indicated below.

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SIGNATURE TITLE

<C> /s/ KEVIN O'KELLY LYNCH <S> Managing Director

Kevin O'Kelly Lynch

/s/ MICHELANGELO STEFANI Managing Director

Michelangelo Stefani

/s/ ALASTAIR MACGOWAN Director

Alastair Macgowan

</Table>

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EXHIBIT INDEX

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</Table>

* Previously filed.

TYCO INTERNATIONAL GROUP S.A.

\$500,000,000 Floating Rate Notes due 2003
\$600,000,000 4.950% Notes due 2003
\$700,000,000 5.800% Notes due 2006

Underwriting Agreement

July 24, 2001

To the Representatives named
in Schedule I hereto of the
Underwriters named in
Schedule II hereto

Ladies and Gentlemen:

Tyco International Group S.A., a Luxembourg company (the "Company"), proposes to issue and sell to the underwriters named in Schedule II hereto (the "Underwriters"), for whom you are acting as representatives (the "Representatives"), the principal amount of its debt securities identified in Schedule I hereto (the "Securities"), to be issued under the indenture specified in Schedule I hereto (the "Indenture") among the Company, Tyco International Ltd., a Bermuda company and the sole shareholder of the Company ("Tyco"), and the Trustee identified in Schedule I (the "Trustee"). The Securities will be unconditionally guaranteed by Tyco. If the firm or firms listed in Schedule II hereto include only the firm or firms listed in Schedule I hereto, then the terms "Underwriters" and "Representatives", as used herein shall each be deemed to refer to such firm or firms.

The Company and Tyco have prepared and filed with the Securities and Exchange Commission (the "Commission") in accordance with the provisions of the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Securities Act"), a registration statement (the file number of which is set forth in Schedule I hereto) on Form S-3, relating to certain securities, including debt securities (the "Debt Securities") to be issued from time to time by the Company and guarantees to be issued by Tyco (the "Guarantees" and, together with the Debt Securities, the "Shelf Securities"). The Company and Tyco also have filed with, or propose to file with, the Commission pursuant to Rule 424 under the Securities Act a prospectus supplement specifically relating to the Securities and the Guarantees. The registration statement, as amended to the date of this Agreement, is hereinafter referred to as the "Registration Statement" and the related prospectus covering the Shelf Securities in the form first

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used to confirm sales of the Securities and the Guarantees is hereinafter referred to as the "Basic Prospectus". The Basic Prospectus as supplemented by the prospectus supplement specifically relating to the Securities and the Guarantees in the form first used to confirm sales of the Securities is hereinafter referred to as the "Prospectus". If the Company and Tyco have filed an abbreviated registration statement pursuant to Rule 462(b) under the Securities Act (the "Rule 462 Registration Statement"), then any reference

herein to the term "Registration Statement" shall be deemed to include such Rule 462 Registration Statement. Any reference in this Agreement to the Registration Statement, the Basic Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act which were filed under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Exchange Act") on or before the date of this Agreement or the date of the Basic Prospectus or the Prospectus, as the case may be; and any reference to "amend", "amendment" or "supplement" with respect to the Registration Statement, the Basic Prospectus or the Prospectus shall be deemed to refer to and include any documents filed under the Exchange Act after the date of this Agreement, or the date of the Basic Prospectus or the Prospectus, as the case may be, which are deemed to be incorporated by reference therein; provided, however, that documents incorporated by reference shall not be deemed to include any document filed by the Company or Tyco under the Exchange Act to the extent that it is superseded in whole or in part by any document subsequently filed by the Company or Tyco pursuant to the Securities Act or the Exchange Act. For purposes of this Agreement, all references to the Registration Statement and the Prospectus, or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval System ("EDGAR"). This Agreement, the Indenture, the Securities, the Guarantees and each other agreement or document delivered or related hereto or thereto are sometimes hereinafter referred to as the "Transaction Documents."

The Company and Tyco hereby agree with the Underwriters as follows:

1. The Company agrees to issue and sell the Securities and Tyco agrees to issue the Guarantees to the several Underwriters as hereinafter provided, and each Underwriter, on the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees to purchase, severally and not jointly, from the Company the respective principal amount of Securities set forth opposite such Underwriter's name in Schedule II hereto at the purchase price set forth in Schedule I hereto plus accrued interest, if any, from the date specified in Schedule I hereto to the date of payment and delivery.

2. The Company and Tyco understand that the several Underwriters intend (i) to make a public offering of their respective portions of the Securities and the Guarantees and (ii) initially to offer the Securities and the Guarantees upon the terms set forth in the Prospectus.

3. Payment for the Securities shall be made by wire transfer in immediately available funds to the account specified by the Company to the Representatives no later than noon on the Business Day (as defined below) prior to the Closing Date (as defined below), on the date and at the time and place set forth in Schedule I hereto (or at such other time and place on the same or such other date, not later than the fifth Business Day thereafter, as you and the Company may agree in writing). As used herein, the term "Business Day" means any day other than a day on which banks are permitted or required to be closed in New York City. The time and date of such payment and delivery with respect to the Securities are referred to herein as the "Closing Date".

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Payment for the Securities shall be made against delivery to the nominee of The Depository Trust Company for the respective accounts of the several Underwriters of one or more global notes (the "Global Notes") representing the Securities, with any transfer taxes payable in connection with the transfer to the Underwriters of the Securities duly paid by the Company. The Global Notes will be made available for inspection by the Representatives at the offices of Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, New York 10005, not later than 4:00 p.m., New York City time, on the Business Day prior to the Closing Date.

4. The Company and Tyco, jointly and severally, represent and warrant to each Underwriter as follows:

(a) REGISTRATION STATEMENT. The Company and Tyco meet the requirements for use of the Form S-3 under the Securities Act in respect of the registration of the Securities and the Guarantees; the Registration Statement has been declared effective by the Commission under the Securities 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 or Tyco, threatened by the Commission and any request on the part of the Commission for additional information has been complied with; and the Registration Statement and Prospectus (as amended or supplemented if the Company and Tyco shall have furnished any amendments or supplements thereto) comply, or will comply, as the case may be, in all material respects with the Securities Act and the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Trust Indenture Act"), and do not and will not, as of the applicable effective date of the Registration Statement and any amendment thereto and as of the date of the Prospectus and any amendment or supplement thereto, 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 (in the case of the Prospectus and any amendment or supplement thereto, in the light of the circumstances under which they were made) not misleading, and the Prospectus, as amended or supplemented at the Closing Date, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the foregoing representations and warranties shall not apply to (i) that part of the Registration Statement which constitutes the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee, and (ii) statements or omissions in the Registration Statement or the Prospectus made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company or Tyco by such Underwriter through the Representatives expressly for use therein; each Prospectus, including any amendment or supplement thereto, delivered to the Underwriters for use in connection with the offering contemplated hereby were identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T of the Securities Act.

(b) INCORPORATED DOCUMENTS. The documents incorporated by reference in the Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and none of such documents 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

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therein, in the light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Prospectus or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, 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 were made, not misleading.

(c) INDEPENDENT ACCOUNTANTS. The accountants who certified the financial statements and supporting schedules included or incorporated by reference in the Registration Statement are independent public accountants with respect to the company whose financial statements are the subject of such certification within the meaning of Regulation S-X under the Securities Act.

(d) FINANCIAL STATEMENTS OF TYCO. The financial statements, and the related schedules and notes thereto, included or incorporated by reference in the Registration Statement and the Prospectus present fairly the consolidated financial position of Tyco and its consolidated subsidiaries as of the dates indicated and the results of their operations and the changes in their consolidated cash flows for the periods specified; said financial statements have been prepared in conformity with United States generally accepted accounting principles ("GAAP") applied on a consistent basis, except as otherwise disclosed therein, and the supporting schedules included or incorporated by reference in the Registration Statement present fairly in accordance with GAAP the information required to be stated therein; the pro forma financial information, and the related notes thereto, included or incorporated by reference in the Registration Statement and the Prospectus has been prepared in accordance with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and is based upon good faith estimates and assumptions believed by Tyco to be reasonable; and the selected financial data included in the Prospectus present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included or incorporated by reference in the Registration Statement.

(e) NO MATERIAL ADVERSE CHANGE IN BUSINESS. Since the respective dates as of which information is given in the Registration Statement and the Prospectus, except as otherwise stated therein, (A) there has been no change with respect to the Company or Tyco that would result in a Material Adverse Effect (as defined below) to the Company or Tyco, respectively, and (B) there have been no transactions entered into by Tyco or any of its subsidiaries, other than those in the ordinary course of business, which are material with respect to Tyco and its subsidiaries as a whole. For purposes of this Agreement, "Material Adverse Effect" with respect to an entity means a material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the entity and its consolidated subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business.

(f) GOOD STANDING OF THE COMPANY. The Company has been duly incorporated and is validly existing under the laws of Luxembourg and has corporate power and authority to own, lease or operate its properties and to conduct its business as described in the Prospectus and to enter into and perform its obligations under this Agreement and each other

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Transaction Document to which it is a party or by which it is bound; and the Company is duly qualified to transact business in each other jurisdiction in which such qualification is required, whether by reason of the conduct of its business or its ownership or leasing of property, except to the extent where the failure to be so qualified would not result in a Material Adverse Effect to the Company and its subsidiaries, considered as one enterprise.

(g) GOOD STANDING OF TYCO. Tyco has been duly incorporated, is validly existing and is in good standing under the laws of Bermuda and has corporate power and authority to own, lease or operate its properties and to conduct its business as described in the Prospectus and to enter into and perform its obligations under this Agreement and each other Transaction Document to which it is a party or by which it is bound; and Tyco is duly qualified to transact business in each other jurisdiction in which such qualification is required, whether by reason of the conduct of its business or its ownership or leasing of property, except to the extent where the failure to be so qualified would not result in a Material Adverse Effect to Tyco and its subsidiaries, considered as one enterprise.

(h) SIGNIFICANT SUBSIDIARIES. Each of Tyco's subsidiaries that is a "significant subsidiary" (as such term is defined in Rule 1-02 of Regulation S-X under the Securities Act), is duly and validly organized and existing as a company under the laws of its jurisdiction of incorporation or organization,

with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus, is duly qualified as a foreign company to transact business and is in good standing (to the extent such concept exists in the applicable jurisdiction) under the laws of each jurisdiction in which the nature of its business or its ownership or leasing of its properties requires qualification, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect; and, except as otherwise disclosed in the Registration Statement, all the outstanding shares of capital stock of each subsidiary of Tyco have been duly authorized and validly issued, are fully-paid and non-assessable, and are owned by Tyco, directly or indirectly, free and clear of all liens, encumbrances, security interests and claims, except for non-material liens that have arisen in the ordinary course of business and, in the case of non-United States subsidiaries, for directors' qualifying shares, if any, and except where the failure to own such shares, directly or indirectly, free and clear of all liens, encumbrances, security interests and claims would not have a Material Adverse Effect.

(i) CAPITALIZATION OF TYCO. Tyco had, as of the date indicated in the Prospectus, a duly authorized and outstanding capitalization as set forth in the Prospectus in the column entitled "Tyco Actual" under the caption "Capitalization of Tyco" (except for subsequent issuances pursuant to reservations, agreements, employee benefit plans referred to in the Prospectus or pursuant to the exercise of any convertible securities or options referred to in the Prospectus); except as disclosed in the Prospectus, there are no holders of securities (debt or equity) of Tyco or any of its subsidiaries, or holders of rights, warrants or options to obtain securities of Tyco or any of its subsidiaries who have the right to request the Company or Tyco to register securities held by them under the Securities Act other than holders who have elected not to exercise their rights or whose securities have been so registered.

(j) AUTHORIZATION OF THIS AGREEMENT. This Agreement has been duly authorized, executed and delivered by each of the Company and Tyco.

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(k) AUTHORIZATION OF THE SECURITIES. The Securities have been duly authorized by the Company and when duly authenticated by the Trustee and executed and delivered in accordance with the Indenture and paid for by the Underwriters in accordance with this Agreement, will be duly and validly executed, issued and delivered and will constitute valid and binding obligations of the Company entitled to the benefits provided by the Indenture.

(l) AUTHORIZATION OF THE GUARANTEES. The Guarantees have been duly authorized by Tyco and when the Guarantees and the Securities have been duly authenticated by the Trustee and executed and delivered in accordance with the Indenture and paid for by the Underwriters in accordance with this Agreement, the Guarantees will have been duly and validly executed, issued and delivered and will constitute valid and binding obligations of Tyco entitled to the benefits provided by the Indenture.

(m) DESCRIPTION OF THE SECURITIES, THE GUARANTEES AND THE INDENTURE. As of the Closing Date, the Securities, the Guarantees and the Indenture will conform in all material respects to the respective statements relating thereto contained in the Prospectus.

(n) AUTHORIZATION OF INDENTURE. The Indenture has been duly authorized by each of the Company and Tyco and, when duly executed and delivered by the Company, Tyco and the Trustee, will constitute a valid and binding agreement of each of the Company and Tyco, enforceable against each of the Company and Tyco in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of

whether enforcement is considered in a proceeding in equity or at law).

(o) ABSENCE OF DEFAULTS AND CONFLICTS. The execution, delivery and performance of this Agreement and each of the other Transaction Documents and any other agreement or instrument entered into or issued or to be entered into or issued by the Company or Tyco in connection with the transactions contemplated hereby or thereby or in the Prospectus and the consummation of the transactions contemplated herein and in the Prospectus (including the issuance and sale of the Securities and the Guarantees and the use of the proceeds from the sale of the Securities as described in the Prospectus under the caption "Use of Proceeds") and compliance by each of the Company and Tyco with its respective obligations hereunder has been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or constitute a default or a Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of Tyco or any of its subsidiaries pursuant to, any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which Tyco or any of its subsidiaries is a party or by which any of them may be bound, or to which any of the property or assets of Tyco or any of its subsidiaries is subject, except for such conflicts, breaches or defaults or liens, charges or encumbrances that, singly or in the aggregate, are not reasonably likely to result in a Material Adverse Effect on Tyco and its subsidiaries, considered as one enterprise, or on the Company and its subsidiaries, considered as one enterprise, nor will such action result in any violation of the provisions of the

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memorandum of association or bye-laws of Tyco or any of its subsidiaries or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over Tyco or any of its subsidiaries or any of their assets, properties or operations. As used herein, a "Repayment Event" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption, conversion or repayment of all or a portion of such indebtedness by Tyco or any of its subsidiaries.

(p) ABSENCE OF FURTHER REQUIREMENTS. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree ("Approvals") of, any court or governmental authority or agency is necessary or required for the performance by either the Company or Tyco of its respective obligations hereunder, in connection with the offering, issuance or sale of the Securities or the Guarantees hereunder or the consummation of the transactions contemplated by this Agreement or any other Transaction Document to which the Company or Tyco is a party or by which the Company or Tyco is bound, except such Approvals that will have been obtained, given or made as of the Closing Date.

(q) INVESTMENT COMPANY ACT. Neither the Company nor Tyco is, and after giving effect to the issuance of the Securities, to the other transactions contemplated in the Prospectus and to the application of the net proceeds therefrom as described in the Prospectus will be, an "investment company" or an entity "controlled" by an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended (the "Investment Company Act").

(r) FOREIGN CORRUPT PRACTICES ACT. Neither the Company nor Tyco nor, to the best of the Company's and Tyco's knowledge, any officer, director, employee, agent or shareholder thereof, in each case acting on behalf of the Company or Tyco, as the case may be, has done any act or authorized, directed or participated in any act, in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, applicable to such entity or person for which civil or criminal liability or penalties, as the case may be, could currently be

imposed on the Company or Tyco.

(s) NO FOREIGN EXCHANGE CONTROLS. Except as disclosed in the Prospectus, under current laws and regulations of Luxembourg and any political subdivision thereof, all principal, premium, if any, interest and other payments due or made on the Securities may be paid by the Company to the holder thereof in United States dollars or Luxembourg Francs that may be converted into foreign currency and freely transferred out of Luxembourg and all such payments made to holders thereof who are non-residents of Luxembourg will not be subject to income, withholding or other taxes under laws and regulations of Luxembourg or any political subdivision or taxing authority thereof or therein and will otherwise be free and clear of any other tax, duty, withholding or deduction in Luxembourg or any political subdivision or taxing authority thereof or therein and without the necessity of obtaining any governmental authorization in Luxembourg or any political subdivision or taxing authority thereof or therein.

(t) CHOICE OF LAW. The choice of law provisions set forth in this Agreement are legal, valid and binding under the laws of Luxembourg and Bermuda, respectively, and will

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be recognized and given effect to by the courts of Luxembourg and Bermuda, respectively (unless a court determined that doing so would be contrary to public policy in Luxembourg and Bermuda, respectively); each of the Company and Tyco has the legal capacity to sue and be sued in its own name under the laws of Luxembourg and Bermuda, respectively; each of the Company and Tyco has, under the laws of Luxembourg and Bermuda, respectively, the power to submit to the jurisdiction of the New York courts; the irrevocable submission of the Company and Tyco to the jurisdiction of the New York courts and the waiver by the Company and Tyco of any immunity and any objection to the venue of the proceeding in a New York court, included in this Agreement, are legal, valid and binding under the laws of Luxembourg and Bermuda, respectively; neither the Company nor Tyco or any of their respective assets is entitled to immunity (or any similar defense) from suit, execution, attachment or other legal process in Luxembourg and Bermuda, respectively; this Agreement is in proper legal form under the laws of Luxembourg and Bermuda, respectively, for the enforcement thereof against the Company and Tyco, respectively, and nothing in Luxembourg and Bermuda law, respectively, prevents suit upon this Agreement in the courts of Luxembourg and Bermuda, respectively; and it is not necessary (a) in order to enable the Underwriters to exercise or enforce their rights under this Agreement in Luxembourg and Bermuda, respectively, or (b) by reason of the entry into and/or the performance of this Agreement, that any of the Underwriters should be licensed, qualified, authorized or entitled to do business in Luxembourg and Bermuda, respectively.

5. The Company and Tyco, jointly and severally, covenant and agree with each of the several Underwriters as follows:

(a) The Company and Tyco shall file the Prospectus in a form approved by you pursuant to Rule 424(b) under the Securities Act not later than the Commission's close of business on the second Business Day following the date of determination of the offering price of the Securities or, if applicable, such earlier time as may be required by Rule 424(b).

(b) The Company and Tyco shall furnish to each Representative and counsel for the Underwriters, at the expense of the Company and Tyco, a signed copy of the Registration Statement (as originally filed) and each amendment thereto, in each case including exhibits and documents incorporated by reference therein and, during the period mentioned in paragraph (g) below, shall furnish each of the Underwriters as many copies of the Prospectus (including all amendments and supplements thereto) and documents incorporated by reference therein as you may reasonably request.

(c) From the date hereof and prior to the Closing Date, the Company

and Tyco shall furnish you a copy of any proposed amendment or supplement to the Registration Statement or the Prospectus, for your review, and shall not file any such proposed amendment or supplement to which you reasonably and timely object.

(d) Tyco shall file promptly, subject to the provisions of paragraph (c) above, all reports and any definitive proxy or information statements required to be filed by Tyco with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act during the period mentioned in paragraph (g) below.

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(e) During the period mentioned in paragraph (g) below, the Company and Tyco shall advise you promptly, and shall confirm such advice in writing, (i) when any amendment to the Registration Statement shall have become effective, (ii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or for any additional information, (iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation or threatening of any proceeding for that purpose known to the Company or Tyco and (iv) of the receipt by the Company or Tyco of any notification with respect to any suspension of the qualification of the Securities and the Guarantees for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and to use their best efforts to prevent the issuance of any such stop order or notification and, if issued, to obtain as soon as possible the withdrawal thereof.

(f) The Company and Tyco shall comply with the Securities Act and the Exchange Act so as to permit the completion of the distribution of the Securities and the Guarantees contemplated in this Agreement and in the Prospectus.

(g) If, during such period after the first date of the public offering of the Securities and the Guarantees as in the opinion of counsel for the Underwriters a prospectus relating to the Securities and the Guarantees is required by law to be delivered in connection with sales of the Securities and the Guarantees by an Underwriter or dealer, any event shall occur as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Prospectus to comply with law, the Company and Tyco shall forthwith prepare and furnish, at the expense of the Company and Tyco, to the Underwriters and to the dealers (whose names and addresses you will furnish to the Company) to which Securities may have been sold by you on behalf of the Underwriters and to any other dealers upon request, such amendments or supplements to the Prospectus as may be necessary so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with law.

(h) The Company and Tyco shall endeavor to qualify the Securities and the Guarantees for offer and sale under the securities or Blue Sky laws of such jurisdictions as you shall reasonably request and to continue such qualification in effect so long as reasonably required for distribution of the Securities and the Guarantees; provided that neither the Company nor Tyco shall be required to file a general consent to service of process or qualify as a foreign corporation in any jurisdiction in which it is not so qualified or as a dealer in securities in any jurisdiction in which it is not so qualified or subject itself to taxation in respect of doing business in any jurisdiction in which it is not so subject.

(i) The Company shall use the net proceeds received by the Company from the sale of the Securities pursuant to this Agreement in the manner specified in the Prospectus under "Use of Proceeds".

(j) Tyco shall make generally available to its security holders and to you as soon as practicable an earnings statement which shall satisfy the provisions of Section 11(a) of

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the Securities Act and Rule 158 of the Commission promulgated thereunder covering a period of at least twelve months beginning with the first fiscal quarter of Tyco occurring after the "effective date" (as defined in Rule 158) of the Registration Statement.

(k) So long as the Securities and the Guarantees are outstanding, the Company shall furnish to you, upon request, copies of all reports or other communications (financial or other) furnished to holders of Securities and the Guarantees, and copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange.

(l) During the period beginning on the date hereof and continuing to and including the Business Day following the Closing Date, the Company and Tyco shall not offer, sell, contract to sell or otherwise dispose of any debt securities of or guaranteed by the Company or Tyco which are substantially similar to the Securities or the Guarantees without prior written consent of the Representatives; provided, that the foregoing restrictions shall not apply to any borrowings by the Company under its commercial paper program.

(m) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, the Company and Tyco shall pay or cause to be paid all reasonable and customary costs and expenses incident to the performance of their respective obligations hereunder, including without limiting the generality of the foregoing, all costs and expenses (i) incident to the preparation, issuance, execution, authentication and delivery of the Securities and the Guarantees, including any expenses of the Trustee, (ii) incident to the preparation, printing and filing under the Securities Act of the Registration Statement and the Prospectus (including in each case all exhibits, amendments and supplements thereto), (iii) incurred in connection with the registration or qualification and determination of eligibility for investment of the Securities and the Guarantees under the laws of such jurisdictions as the Underwriters may designate, including reasonable fees of counsel for the Underwriters and their disbursements, (iv) related to any filing with the National Association of Securities Dealers, Inc., (v) in connection with the printing (including word processing and duplication costs) and delivery of this Agreement, the Indenture, the Preliminary and Supplemental Blue Sky Memoranda and any Legal Investment Survey and the furnishing to the Underwriters and dealers of copies of the Registration Statement and the Prospectus, including mailing and shipping, as herein provided and (vi) payable to rating agencies in connection with the rating of the Securities, it being understood that the Company and Tyco shall not be responsible for the fees and expenses of counsel to the Underwriters except as explicitly set forth herein.

6. The several obligations of the Underwriters hereunder shall be subject to the following conditions:

(a) the representations and warranties of the Company and Tyco contained herein are true and correct on and as of the Closing Date as if made on and as of the Closing Date, and the Company and Tyco shall have complied with all agreements and all conditions on their part to be performed or satisfied hereunder at or prior to the Closing Date;

(b) the Prospectus shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for such filing by the rules and regulations

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under the Securities Act; no stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceedings for such purpose shall be pending before or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your satisfaction;

(c) subsequent to the execution and delivery of this Agreement and prior to the Closing Date, there shall not have occurred any downgrading, nor shall any notice have been given of (i) any downgrading, (ii) any intended or potential downgrading or (iii) any review or possible change that does not indicate an improvement in the rating accorded any securities of or guaranteed by the Company or Tyco by any "nationally recognized statistical rating organization", as such term is defined for purposes of Rule 436(g)(2) under the Securities Act;

(d) since the respective dates as of which information is given in the Prospectus there shall not have been any material change in the capital stock or long-term debt of Tyco or any of its subsidiaries, or any Material Adverse Effect otherwise than as set forth or contemplated in the Prospectus, the effect of which in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Securities and the Guarantees on the terms and in the manner contemplated in the Prospectus; and neither Tyco nor any of its subsidiaries has sustained since the date of the latest audited financial statements included or incorporated by reference in the Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Prospectus;

(e) at the Closing Date, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company or Tyco, whether or not arising in the ordinary course of business, and the Representatives shall have received a certificate of an officer of the Company and a certificate of an officer of Tyco, in each case dated as of the Closing Date, to the effect that (i) there has been no such material adverse change, (ii) the representations and warranties in Section 4 hereof are true and correct with the same force and effect as though expressly made at and as of the Closing Date, (iii) no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose have been instituted or are pending before or threatened by the Commission and (iv) the Company or Tyco, as the case may be, has complied with all agreements and satisfied all conditions set forth herein on its part to be performed or satisfied at or prior to the Closing Date;

(f) the Representatives shall have received the favorable opinion, dated such Closing Date, of Mark A. Belnick, Executive Vice President and Chief Corporate Counsel of Tyco, substantially to the effect set forth in Exhibit A hereto.

(g) the Representatives shall have received the favorable opinion, dated the Closing Date, of Wilmer, Cutler & Pickering, special U.S. counsel for the Company and Tyco, substantially to the effect set forth in Exhibit B hereto;

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(h) the Representatives shall have received the favorable opinion, dated the Closing Date, of Beghin & Feider en association avec Allen & Overy, special Luxembourg counsel for the Company, substantially to the effect set forth in Exhibit C hereto;

(i) the Representatives shall have received the favorable opinion, dated the Closing Date, of Appleby Spurling & Kempe, special Bermuda counsel for Tyco, substantially to the effect set forth in Exhibit D hereto;

(j) on the Closing Date, the Representatives shall have received a letter, dated the Closing Date, from PricewaterhouseCoopers with respect to the financial information included or incorporated by reference in the Registration Statement and the Prospectus pertaining to the Company and Tyco, in form and substance satisfactory to the Representatives, containing statements and information of the type ordinarily included in accountants' "comfort letters" in transactions similar to the transaction contemplated hereby with respect to the financial statements and certain financial information contained in the Registration Statement and the Prospectus.

(k) you shall have received on and as of the Closing Date an opinion of Milbank, Tweed, Hadley & McCloy LLP, counsel to the Underwriters, with respect to the validity of the Indenture, the Registration Statement, the Prospectus and other related matters as the Representatives may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters; and

(l) on or prior to the Closing Date, the Company shall have furnished to the Representatives such further certificates and documents as the Representatives shall reasonably request.

7. The Company and Tyco, jointly and severally, agree to indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including without limitation the reasonable legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or the Prospectus (as amended or supplemented if the Company or Tyco shall have furnished any amendments or supplements thereto), or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or liabilities are caused by any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company or Tyco by such Underwriter through the Representatives expressly for use therein.

Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, Tyco and their respective directors and officers who sign the Registration Statement and each person who controls either of the Company or Tyco within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Company and Tyco to each Underwriter, but only with reference to

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information relating to such Underwriter furnished to the Company and Tyco by such Underwriter through the Representatives expressly for use in the Registration Statement, the Prospectus or any amendment or supplement thereto.

If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnity may be sought pursuant to either of the two preceding paragraphs, such person (the "Indemnified Person") shall promptly notify the person against whom such indemnity may be sought (the "Indemnifying Person") in writing, and the Indemnifying Person, upon request of the Indemnified Person, shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others the

Indemnifying Person may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. In any such proceeding, any Indemnified Person 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 Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary, (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person or (iii) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such fees and expenses shall be reimbursed as they are incurred. Any such separate firm for the Underwriters and such control persons of Underwriters shall be designated in writing by the first of the named Representatives on Schedule I hereto and any such separate firm for the Company, Tyco and their respective directors and officers who sign the Registration Statement and such control persons of the Company and Tyco shall be designated in writing by the Company and Tyco. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify any Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested an Indemnifying Person to reimburse the Indemnified Person for fees and expenses of counsel as contemplated by the third sentence of this paragraph, the Indemnifying Person agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such Indemnifying Person of the aforesaid request and (ii) such Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement unless the Indemnifying Person in good faith shall be contesting the reasonableness of such fees and expenses (but only to the extent so contested) or the entitlement of the Indemnified Person to indemnification under the terms of this Section 7. No Indemnifying Person shall, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding.

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If the indemnification provided for in the first and second paragraphs of this Section 7 is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and Tyco on the one hand and the Underwriters on the other hand from the offering of the Securities and the Guarantees or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and Tyco on the one hand and the Underwriters on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company and Tyco on the one hand and the Underwriters on the other shall be deemed to be in the same respective proportions as the net proceeds from the offering of such Securities and Guarantees (net of underwriting discounts and commissions but before deducting

expenses) received by the Company and Tyco and the total underwriting discounts and the commissions received by the Underwriters bear to the aggregate public offering price of the Securities and Guarantees. The relative fault of the Company and Tyco on the one hand and the Underwriters on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and Tyco or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company, Tyco 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 considerations 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 the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Person in connection with investigating or defending 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 price at which the Securities underwritten by it and distributed to the public were offered to the public 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 Securities 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 the respective principal amount of the Securities set forth opposite their names in Schedule II hereto, and not joint.

The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity.

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The indemnity and contribution agreements contained in this Section 7 and the representations and warranties of the Company and Tyco set forth in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter or any person controlling any Underwriter or by or on behalf of the Company, Tyco, their respective officers or directors or any other person controlling the Company or Tyco and (iii) acceptance of and payment for any of the Securities and the Guarantees.

8. Notwithstanding anything herein contained, this Agreement may be terminated in the absolute discretion of the Representatives, by notice given to the Company or Tyco, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on or by, as the case may be, any of the New York Stock Exchange, the American Stock Exchange, the Nasdaq National Market, the Chicago Board Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade, (ii) trading of any securities of or guaranteed by the Company or Tyco shall have been suspended on any exchange or in any over-the-counter market, (iii) a general moratorium on commercial banking activities in New York shall have been declared by either Federal or New York State authorities or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis that, in the judgment of the Representatives, is material and adverse and which, in the judgment of the Representatives, makes it impracticable to market the Securities and the Guarantees on the terms and in the manner contemplated in the Prospectus.

9. If, on the Closing Date, any one or more of the Underwriters shall fail or refuse to purchase Securities which it or they have agreed to purchase under this Agreement, and the aggregate principal amount of Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate principal amount of the Securities, the other Underwriters shall be obligated severally in the proportions that the principal amount of Securities set forth opposite their respective names in Schedule II hereto bears to the aggregate principal amount of Securities set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as the Representatives may specify, to purchase the Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; provided that in no event shall the principal amount of Securities that any Underwriter has agreed to purchase pursuant to Section 1 be increased pursuant to this Section 9 by an amount in excess of one-tenth of such principal amount of Securities without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Securities and the aggregate principal amount of Securities with respect to which such default occurs is more than one-tenth of the aggregate principal amount of Securities to be purchased, and arrangements satisfactory to you, the Company and Tyco for the purchase of such Securities are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter, the Company or Tyco. In any such case either you or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement and in the Prospectus or in any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

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10. If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Company or Tyco to comply with any material terms or to fulfill any of the material conditions of this Agreement, or if for any reason the Company or Tyco shall be unable to perform its obligations under this Agreement, the Company and Tyco agree to reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all customary out-of-pocket expenses (including the fees and expenses of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering of the Securities and the Guarantees.

11. This Agreement shall inure to the benefit of and be binding upon the Company, Tyco, the Underwriters and any Indemnified Persons referred to herein and their respective successors and assigns. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any other person, firm or corporation any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. No purchaser of Securities from any Underwriter shall be deemed to be a successor or assign by reason merely of such purchase.

Any action by the Underwriters hereunder may be taken by you jointly or by the first of the named Representatives set forth in Schedule I hereto alone on behalf of the Underwriters, and any such action taken by you jointly or by the first of the named Representatives set forth in Schedule I hereto alone shall be binding upon the Underwriters. 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 given at the address set forth in Schedule I hereto. Notices to the Company and Tyco shall be given as follows: if to the Company, to 6, avenue Emile Reuter, Second Floor, L-2420 Luxembourg, Facsimile No.: (352) 464-350, Attn: Managing Director; and if to Tyco, to The Zurich Centre, Second Floor, 90 Pitts Bay Road, Pembroke HM 08 Bermuda, Facsimile No.: (441) 295-9647, Attention: Chief Corporate Counsel; with a copy, in either case, to Tyco

12. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PROVISIONS THEREOF.

The Company and Tyco hereby submit to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company and Tyco irrevocably appoint CT Corporation System, 1633 Broadway, New York, New York 10019, as its authorized agent in the Borough of Manhattan in The City of New York upon which process may be served in any such suit or proceeding, and agrees that service of process upon such agent, and written notice of said service to the Company or Tyco, as applicable, by the person serving the same to the address provided in Section 12, shall be deemed in every respect effective service of process upon the Company or Tyco, as applicable, in any such suit or proceeding. The Company and Tyco further agree to take any and all action as may be necessary to maintain such designation and appointment of such agent in full force and effect for a period of seven years from the date of this Agreement.

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The obligation of the Company or Tyco in respect of any sum due to one or more of the Underwriters shall, notwithstanding any judgment in a currency other than United States dollars, not be discharged until the first business day, following receipt by such Underwriter or Underwriters of any sum adjudged to be so due in such other currency, on which (and only to the extent that) the Underwriter or Underwriters may in accordance with normal banking procedures purchase United States dollars with such other currency; if the United States dollars so purchased are less than the sum originally due to such Underwriter or Underwriters hereunder, the Company and Tyco agree, as a separate obligation and notwithstanding any such judgment, to indemnify such Underwriter or Underwriters against such loss. If the United States dollars so purchased are greater than the sum originally due to such Underwriter or Underwriters hereunder, such Underwriter or Underwriters agree to pay to the Company or Tyco an amount equal to the excess of the dollars so purchased over the sum originally due to such Underwriter or Underwriters hereunder.

To the extent that either the Company or Tyco has or hereafter may acquire any immunity from jurisdiction of any court (including, without limitation, any court in the United States, the State of New York, Luxembourg, Bermuda or any political subdivision thereof) or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property or assets, this Agreement, or any other documents or actions to enforce judgments in respect of any thereof, it hereby irrevocably waives such immunity, and any defense based on such immunity, in respect of its obligations under the above-referenced documents and the transactions contemplated thereby, to the fullest extent permitted by law.

13. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

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If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company or Tyco one of the counterparts hereof, whereupon it will become a binding agreement between the Company, Tyco and the Underwriters in accordance with its terms.

Very truly yours,

TYCO INTERNATIONAL GROUP S.A.

By: _____

Name: Michelangelo Stefani

Title: Managing Director

TYCO INTERNATIONAL LTD.

By: _____

Name: Mark H. Swartz

Title: Executive Vice President and

Chief Financial Officer

Accepted: July 24, 2001

MERRILL LYNCH, PIERCE, FENNER
& SMITH INCORPORATED
J.P. MORGAN SECURITIES INC.,

as Representatives of the several Underwriters
named in Schedule II hereto

By: MERRILL LYNCH, PIERCE, FENNER
& SMITH INCORPORATED

By: _____

Name:

Title:

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SCHEDULE I

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Representatives:

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J.P. Morgan Securities Inc. and Merrill Lynch,
Pierce, Fenner & Smith Incorporated

Underwriting Agreement Dated:

July 24, 2001

Registration Statement No.:

333-44100, 333-44100-01, 333-65722 and
333-65722-01

Terms of Floating Rate Notes due 2003:

Title of Securities

Floating Rate Notes due 2003 (the "2003
Floating Rate Notes" and, together with the
2006 Notes and the 2003 Fixed Rate Notes, the
"Securities") bearing interest at a floating rate
equal to three-month LIBOR plus 0.45%

Aggregate Principal Amount:

\$500,000,000

Purchase Price: 99.650% of the principal amount of the 2003 Floating Rate Notes, plus accrued interest, if any, from July 30, 2001

Price to Public: 100.000% of the principal amount of the 2003 Floating Rate Notes, plus accrued interest, if any, from July 30, 2001

Indenture: Indenture dated as of June 9, 1998 among the Company, Tyco and The Bank of New York, as Trustee, as supplemented by a Supplemental Indenture No. 17 among the Company, Tyco and the Trustee

Final Maturity: July 30, 2003

Interest Payment Dates: January 30, April 30, July 30 and October 30, commencing October 30, 2001

Redemption: Not redeemable prior to maturity except upon certain changes in withholding taxes described in "Description of the Notes and the Guarantees - Redemption Upon Changes in Withholding Taxes" in the Prospectus

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Sinking Fund Provisions: None

Other Provisions: None

Terms of 4.950% Notes due 2003:

Title of Securities: 4.950% Notes due 2003 (the "2003 Fixed Rate Notes")

Aggregate Principal Amount: \$600,000,000

Purchase Price: 99.637% of the principal amount of the 2003 Fixed Rate Notes, plus accrued interest, if any, from July 30, 2001

Price to Public: 99.987% of the principal amount of the 2003 Fixed Rate Notes, plus accrued interest, if any, from July 30, 2001

Indenture: Indenture dated as of June 9, 1998 among the Company, Tyco and The Bank of New York, as Trustee, as supplemented by a Supplemental Indenture No. 18 among the Company, Tyco and the Trustee

Final Maturity: August 1, 2003

Interest Rate: 4.950% per annum, accruing from July 30, 2001.

Interest Payment Dates: February 1 and August 1, commencing February 1, 2002

Redemption: Not redeemable prior to maturity except upon certain changes in withholding taxes described in "Description of the Notes and the Guarantees - Redemption Upon Changes in Withholding Taxes" in the Prospectus

Sinking Fund Provisions: None

Other Provisions: None

Terms of 5.800% Notes due 2006:

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Title of Securities: 5.800% Notes due 2006 (the "2006 Notes")

Aggregate Principal Amount: \$700,000,000

Purchase Price: 99.190% of the principal amount of the 2006 Notes, plus accrued interest, if any, from July 30, 2001

Price to Public: 99.790% of the principal amount of the 2006 Notes, plus accrued interest, if any, from July 30, 2001

Indenture: Indenture dated as of June 9, 1998 among the Company, Tyco and The Bank of New York, as Trustee, as supplemented by a Supplemental Indenture No. 19 among the Company, Tyco and the Trustee

Final Maturity: August 1, 2006

Interest Rate: 5.800% per annum, accruing from July 30, 2001.

Interest Payment Dates: February 1 and August 1, commencing February 1, 2002

Redemption: Not redeemable prior to maturity except upon certain changes in withholding taxes described in "Description of the Notes and the Guarantees - Redemption Upon Changes in Withholding Taxes" in the Prospectus

Sinking Fund Provisions: None

Other Provisions: None

Closing Date and Time of Delivery: July 30, 2001 at 9:00 a.m. (New York time)

Closing Location: The offices of Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, New York 10005

Address for Notices to Underwriters: c/o Merrill Lynch, Pierce, Fenner & Smith Incorporated

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SCHEDULE II

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Underwriter -----	Principal Amount of 2003 Floating Rate Notes to be purchased -----	Principal Amount of 2003 Fixed Rate Notes to be purchased -----	Principal Amount of 2006 Notes to be purchased -----
<S> J.P. Morgan Securities Inc.	<C> \$200,000,000	<C> \$240,000,000	<C> \$280,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	200,000,000	240,000,000	280,000,000
Banc of America Securities LLC	12,500,000	15,000,000	17,500,000

Bear, Stearns & Co. Inc.	12,500,000	15,000,000	17,500,000
Commerzbank Capital Markets Corp.	12,500,000	15,000,000	17,500,000
Credit Suisse First Boston Corporation	12,500,000	15,000,000	17,500,000
First Union Securities, Inc.	12,500,000	15,000,000	17,500,000
HSBC Securities (USA) Inc.	12,500,000	15,000,000	17,500,000
Lehman Brothers Inc.	12,500,000	15,000,000	17,500,000
Salomon Smith Barney Inc.	12,500,000	15,000,000	17,500,000
	-----	-----	-----
Total	\$500,000,000	\$600,000,000	\$700,000,000
	=====	=====	=====

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TYCO INTERNATIONAL GROUP S.A.

TYCO INTERNATIONAL LTD.

SUPPLEMENTAL INDENTURE NO. 17

\$500,000,000

Floating Rate Notes due 2003

THIS SUPPLEMENTAL INDENTURE NO. 17, dated as of July 30, 2001, among TYCO INTERNATIONAL GROUP S.A., a Luxembourg company (the "COMPANY"), TYCO INTERNATIONAL LTD., a Bermuda company ("TYCO"), and THE BANK OF NEW YORK, a New York banking corporation, as trustee (the "TRUSTEE").

W I T N E S S E T H:

- - - - -

WHEREAS, the Company and Tyco have heretofore executed and delivered to the Trustee an Indenture, dated as of June 9, 1998 (the "INDENTURE"), providing for the issuance from time to time of one or more series of the Company's Securities;

WHEREAS, Article Seven of the Indenture provides for various matters with respect to any series of Securities issued under the Indenture to be established in an indenture supplemental to the Indenture; and

WHEREAS, Section 7.1(e) of the Indenture provides that the Company, Tyco and the Trustee may enter into an indenture supplemental to the Indenture to establish the form or terms of Securities of any series as permitted by Sections 2.1 and 2.4 of the Indenture;

NOW, THEREFORE, in consideration of the premises and the issuance of the series of Securities provided for herein, the Company, Tyco and the Trustee mutually covenant and agree for the equal and proportionate benefit of the respective Holders of the Securities of such series as follows:

ARTICLE 1

RELATION TO INDENTURE; DEFINITIONS

SECTION 1.1. INTEGRAL PART. This Supplemental Indenture No. 17 constitutes an integral part of the Indenture.

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SECTION 1.2. GENERAL DEFINITIONS. For all purposes of this Supplemental Indenture No. 17:

(a) capitalized terms used herein without definition shall have the meanings specified in the Indenture;

(b) all references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture No. 17;

(c) the terms "herein", "hereof", "hereunder" and other words of similar import refer to this Supplemental Indenture No. 17; and

(d) in the event of a conflict between any definition set forth in the Indenture and any definition set forth in this Supplemental Indenture No. 17, the definition set forth in this Supplemental Indenture No. 17 shall control.

SECTION 1.3. DEFINITIONS. The following definitions shall apply to this Supplemental Indenture No. 17:

"BUSINESS DAY" means any day other than a Saturday, a Sunday or a day on which banking institutions in The City of New York are authorized or obligated by law, executive order or governmental decree to be closed.

"CALCULATION AGENT" means The Bank of New York as Calculation Agent or its successor in this capacity pursuant to the Calculation Agency Agreement dated as of July 30, 2001 between the Company and The Bank of New York.

"NOTES" means the Floating Rate Notes due 2003 of the Company to which this Supplemental Indenture No. 17 relates.

ARTICLE 2

THE SERIES OF NOTES

SECTION 2.1. TITLE OF THE SECURITIES. There shall be a series of Securities designated as the "Floating Rate Notes due 2003" (the "NOTES").

SECTION 2.2. LIMITATION ON AGGREGATE PRINCIPAL AMOUNT; DATE OF NOTES. The aggregate principal amount of the Notes shall not initially exceed \$500,000,000 (unless the issue of such series of Notes is "reopened" pursuant to Section 7.1(h) of the Indenture (as set forth herein) by issuing additional Notes of such series, in an amount or amounts and registered in the names of such Persons as shall be set forth in any written order of the Issuer for the authentication and delivery of Notes pursuant to Section 2.5 of the Indenture). Each Note shall be dated the date of its authentication.

SECTION 2.3. PRINCIPAL PAYMENT DATE. Subject to the provisions of Section 2.6 hereof and Articles Four and Twelve of the Indenture, the principal of the Notes shall be due and payable in a single installment on July 30, 2003.

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SECTION 2.4. INTEREST AND INTEREST RATE. Interest on the Notes shall be payable quarterly in arrears on January 30, April 30, July 30 and October 30 of each year beginning on October 30, 2001 (each, an "INTEREST PAYMENT DATE"); PROVIDED, HOWEVER, that if an Interest Payment Date would otherwise be a day that is not a Business Day, such Interest Payment Date shall be the next succeeding Business Day, and no additional interest shall be paid in respect of such intervening period.

The interest payable on each Interest Payment Date shall be the amount of interest accrued from July 30, 2001 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, until the principal amount of the Notes has been paid or duly provided for.

The interest payable on any Note which is punctually paid or duly provided for on any Interest Payment Date shall be paid to the Person in whose name such Note is registered at the close of business on January 15, April 15, July 15 or October 15 (in each case, whether or not a Business Day), respectively, immediately preceding such Interest Payment Date (each, a "REGULAR RECORD DATE"). Interest payable on any Note which is not punctually paid or duly provided for on any Interest Payment Date therefor shall forthwith cease to be payable to the Person in whose name such Note is registered at the close of business on the Regular Record Date immediately preceding such Interest Payment Date, and such interest shall instead be paid to the Person in whose name such Note is registered at the close of business on the record date established for such payment by notice by or on behalf of the Company to the Holders of the Notes mailed by first-class mail not less than 15 days prior to such record date to their last addresses as they shall appear upon the Security register, such record date to be not less than five days preceding the date of payment of such defaulted interest.

The rate of interest on the Notes shall be determined in accordance with the following provisions:

(a) At approximately 11:00 a.m. (London time) on the second day on which commercial banks are open for business, including dealings in deposits in U.S. dollars in London (or, for purposes of paragraph (c) below, New York), prior to the commencement of the Interest Period (as defined below) for which such rate will apply (each such day an "INTEREST DETERMINATION DATE") the Calculation Agent will calculate the rate of interest (the "RATE OF INTEREST") for such Interest Period at, subject to the provisions described below, the rate per annum equal to 0.45% above the rate appearing on the Bridge's Telerate Page 3750 (or such other page as may replace that page on the Bridge's Telerate Service or, if such service is not available, such other service as may be selected by the Calculation Agent as the information vendor for the purpose of displaying the official British Bankers Association LIBOR Fixing) for three-month U.S. dollar deposits in the London inter-bank market on such Interest Determination Date. The period beginning on, and including, July 30, 2001, and ending on, but excluding, the first Interest Payment Date and each successive period beginning on, and including, an Interest Payment Date and ending on, but excluding, the next succeeding Interest Payment Date is herein called an "INTEREST PERIOD." All percentages resulting from any calculation on the Notes shall be rounded to the nearest one hundred-thousandth of a percentage point, with five one-millionths of a percentage point rounded upwards. All dollar amounts used in or resulting from such calculation on the Notes shall be rounded to the nearest cent, with one-half cent being rounded upward.

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(b) If on any Interest Determination Date an appropriate rate cannot be determined from the Bridge's Telerate Service or such other service as specified in (a) above, the Rate of Interest for the next Interest Period shall, subject to the provisions described below, be the rate per annum that the Calculation Agent certifies to be 0.45% per annum above the arithmetic mean of the offered quotations, as communicated to and at the request of the Calculation Agent by not less than two major banks in London, after requesting such quotations from not less than four major banks in London, selected by the Calculation Agent (the "Reference Banks," which term shall include any successors nominated by the Calculation Agent), to leading banks in London by the principal London offices of the Reference Banks for three-month U.S. dollar deposits, in amounts of not less than \$1,000,000, in the London inter-bank market as at 11:00 a.m. (London time) on such Interest Determination Date.

(c) If on any Interest Determination Date fewer than two of such offered rates are available, the Rate of Interest for the next Interest Period shall be the Reserve Interest Rate. The "Reserve Interest Rate" refers to the rate per annum which the Calculation Agent determines to be 0.45% per annum above either:

(i) The arithmetic mean of the U.S. dollar offered rates which at least two New York City banks selected by the Calculation Agent are or were quoting, on the relevant Interest Determination Date, for three-month

deposits in amounts of not less than \$1,000,000 to the Reference Banks or those of them (being at least two in number) to which such quotations are or were, in the opinion of the Calculation Agent, being so made; or

(ii) In the event that the Calculation Agent can determine no such arithmetic mean, the arithmetic mean of the U.S. dollar offered rates which at least two New York City banks selected by the Calculation Agent are or were quoting on such Interest Determination Date to leading European banks for a period of three months in amounts of not less than \$1,000,000;

PROVIDED, HOWEVER, that if the banks selected as aforesaid by the Calculation Agent are not quoting as mentioned above, the Rate of Interest shall be the Rate of Interest in effect for the last preceding Interest Period to which (a) or (b) above shall have applied.

(d) The Calculation Agent shall, as soon as practicable after 11:00 a.m. (London time) on each Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable in respect of the following Interest Period (the "INTEREST AMOUNT"). The Interest Amount shall be calculated by applying the Rate of Interest to the principal amount of each Note outstanding at the commencement of the Interest Period, multiplying each such amount by the actual number of days in the Interest Period concerned (which actual number of days shall include the first day but exclude the last day of such Interest Period) divided by 360 and rounding the resultant figure upwards to the nearest cent. The determination of the Rate of Interest and the Interest Amount by the Calculation Agent shall (in the absence of willful misconduct, bad faith or gross negligence) be final and binding on all parties. Notwithstanding anything herein to the contrary, the rate of interest on the Notes shall in no event be higher than

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the maximum rate permitted by New York law, as the same may be modified by United States law of general application.

The Company shall provide that, so long as any of the Notes remain outstanding, there shall at all times be a Calculation Agent for the purpose of the Notes. In the event of the Calculation Agent being unable or unwilling to continue to act as the Calculation Agent or in the case of the Calculation Agent failing duly to establish the Rate of Interest for any Interest Period, the Company shall appoint another leading bank engaged in the London inter-bank market to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid. If a successor has not been appointed 30 days after the Calculation Agent has given to the Company written notice of its desire to resign, the Calculation Agent may at the sole cost of the Company petition a court of competent jurisdiction to appoint a successor.

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions relating to the payment and calculation of interest on the Notes, whether by the Reference Banks (or any of them) or the Calculation Agent, shall (in the absence of willful misconduct, bad faith or gross negligence) be binding on the Company, the Calculation Agent and all of the Holders and no liability shall (in the absence of willful misconduct, bad faith or gross negligence) attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions.

SECTION 2.5. PLACE OF PAYMENT. The place of payment where the Notes may be presented or surrendered for payment, where the principal of and interest and any other payments due on the Notes are payable, where the Notes may be surrendered for registration of transfer or exchange and where notices and demands to and upon the Company in respect of the Notes and the Indenture may be served shall be in the Borough of Manhattan, The City of New York, and the office or agency maintained by the Company for such purpose shall initially be the Corporate Trust Office of the Trustee.

At the option of the Company, interest on the Notes may be paid (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the register of Holders of the Notes or (ii) at the expense of the Company, by wire transfer to an account maintained by the Person entitled thereto as specified in writing to the Trustee by such Person by the applicable record date.

SECTION 2.6. REDEMPTION. Subject to Section 12.1 of the Indenture, the Notes shall not be redeemable by the Company prior to maturity.

The Company shall have no obligation to redeem or purchase the Notes pursuant to any sinking fund or analogous provisions or upon the happening of any specified event or at the option of any Holder of the Notes.

SECTION 2.7. ADDITIONAL AMOUNTS; CERTAIN TAX PROVISIONS. For purposes of the Notes, Sections 12.1 and 12.2 of the Indenture are amended in their entirety to read as follows:

SECTION 12.1. REDEMPTION UPON CHANGES IN WITHHOLDING TAXES. The Notes may be redeemed, as a whole but not in part, at the option of the Company, upon not less than 30

nor more than 60 days' notice (which notice shall be irrevocable), at a redemption price equal to 100% of the principal amount thereof, together with accrued interest, if any, to the redemption date and Additional Amounts (as defined in Section 12.2), if any, if as a result of any amendment to, or change in, the laws or regulations of Luxembourg or Bermuda or any political

subdivision or taxing authority thereof or therein having power to tax (a "TAXING AUTHORITY"), or any change in the application or official interpretation of such laws or regulations which amendment or change is announced or becomes effective after the date the Notes are issued, the Company or Tyco has become or will become obligated to pay Additional Amounts, on the next date on which any amount would be payable with respect to the Notes, and such obligation cannot be avoided by the use of reasonable measures available to the Company or Tyco, as the case may be, provided, however, that (a) no such notice of redemption may be given earlier than 60 days prior to the earliest date on which the Company or Tyco, as the case may be, would be obligated to pay such Additional Amounts, and (b) at the time such notice of redemption is given, such obligation to pay such Additional Amounts remains in effect. Prior to the giving of any notice of redemption described in this paragraph, the Company shall deliver to the Trustee (i) (I) a certificate signed by two directors of the Company stating that the obligation to pay Additional Amounts cannot be avoided by the Company taking reasonable measures available to it or (II) a certificate signed by two executive officers of Tyco stating that the obligation to pay Additional Amounts cannot be avoided by Tyco taking reasonable measures available to it, as the case may be, and (ii) a written opinion of independent legal counsel to the Company or Tyco, as the case may be, of recognized standing to the effect that the Company or Tyco, as the case may be, has or will become obligated to pay Additional Amounts as a result of a change, amendment, official interpretation or application described above and that the Company or Tyco, as the case may be, cannot avoid the payment of such Additional Amounts by taking reasonable measures available to it.

SECTION 12.2. PAYMENT OF ADDITIONAL AMOUNTS. All payments made by the Company, Tyco and any other Guarantor under or with respect to the Notes and the Guarantees will be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, levies, imposts, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Taxing Authority ("TAXES"), unless the Company, Tyco or such Guarantor, as the case may be, is required to withhold or deduct Taxes by law or by the interpretation or administration thereof. In the event that the Company, Tyco or such Guarantor is required to so withhold or deduct any amount for or on account of any Taxes from any payment made under or with respect to the Notes or the Guarantees, as the case may be, the Company, Tyco or such Guarantor, as the case may be, will pay such additional amounts ("ADDITIONAL AMOUNTS") as may be necessary so that the net amount received by each Holder of Notes (including Additional Amounts) after such withholding or deduction will equal the amount that such Holder would have received if such Taxes had not been required to be withheld or deducted; provided that no Additional Amounts will be payable with respect to a payment made to a Holder of Notes to the extent:

(a) that any such Taxes would not have been so imposed but for the existence of any present or former connection between such Holder and the Taxing Authority imposing such Taxes (other than the mere receipt of such payment, acquisition, ownership or disposition of such Notes or the exercise or enforcement of rights under such Notes, the Guarantees or this Indenture);

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(b) of any estate, inheritance, gift, sales, transfer, or personal property Taxes imposed with respect to such Notes, except as otherwise provided herein;

(c) that any such Taxes would not have been so imposed but for the presentation of such Notes or Guarantees (where presentation is required) for payment on a date more than 30 days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever is later, except to the extent that the beneficiary or Holder thereof would have been entitled to Additional Amounts had the Notes or Guarantees been presented for payment on any date during such 30-day period; or

(d) that such Holder would not be liable or subject to such withholding or deduction of Taxes but for the failure to make a valid declaration of non-residence or other similar claim for exemption, if (x) the making of such declaration or claim is required or imposed by statute, treaty, regulation, ruling or administrative practice of the relevant Taxing Authority as a precondition to an exemption from, or reduction in, the relevant Taxes, and (y) at least 60 days prior to the first payment date with respect to which the Company, Tyco or such Guarantor shall apply this clause (d), the Company, Tyco or such Guarantor shall have notified all Holders of Notes in writing that they shall be required to provide such declaration or claim.

The Company, Tyco or such Guarantor, as the case may be, will also (i) make such withholding or deduction of Taxes and (ii) remit the full amount of Taxes so deducted or withheld to the relevant Taxing Authority in accordance with all applicable laws. The Company, Tyco or such Guarantor, as the case may be, will use its reasonable best efforts to obtain certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each Taxing Authority imposing such Taxes. The Company, Tyco or such Guarantor, as the case may be, will, upon request, make available to the Holders of the Notes, within 60 days after the date the payment of any Taxes so deducted or withheld is due pursuant to applicable law, certified copies of tax receipts evidencing such payment by the Company, Tyco or such Guarantor or if, notwithstanding the Company's, Tyco's or such Guarantor's efforts to obtain such receipts, the same are not obtainable, other evidence of such payments by the Company, Tyco or such Guarantor.

At least 30 days prior to each date on which any payment under or with respect to the Notes or Guarantees is due and payable, if the Company, Tyco or such Guarantor will be obligated to pay Additional Amounts with respect to such payment, the Company, Tyco or such Guarantor will deliver to the Trustee an Officers' Certificate stating the fact that such Additional Amounts will be payable, the amounts so payable and will set forth such other information as is necessary to enable such Trustee to pay such Additional Amounts to Holders of Notes on the payment date.

In addition, the Company, Tyco or such Guarantor, as the case may be, will pay any stamp, issue, registration, documentary or other similar taxes and duties, including interest, penalties and Additional Amounts with respect thereto, payable in Luxembourg, Bermuda or the United States or any political subdivision or taxing authority of or in the foregoing in respect of the creation, issue, offering, enforcement, redemption or retirement of the Notes or the Guarantees.

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The foregoing provisions shall survive any termination or the discharge of the Indenture and shall apply MUTATIS MUTANDIS to any jurisdiction in which any successor Person to the Company, Tyco or such Guarantor, as the case may be, is organized or is engaged in business for tax purposes or any political subdivisions or taxing authority or agency thereof or therein; provided, however, the date on which such Person becomes a successor to the Company, Tyco or such Guarantor, as the case may be, shall be substituted for the date on which the series of Notes was issued.

Whenever in the Indenture, the Notes or the Guarantees there is mentioned, in any context, the payment of principal (and premium, if any), redemption price, interest or any other amount payable under or with respect to any Notes or Guarantees, such mention shall be deemed to include mention of the payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

SECTION 2.8. DENOMINATION. The Notes shall be issued in denominations of \$1,000 and integral multiples thereof.

SECTION 2.9. CURRENCY. Principal and interest on the Notes shall be payable in United States dollars.

SECTION 2.10. NOTES TO BE ISSUED IN GLOBAL FORM; EXCHANGE FOR CERTIFICATED NOTES. The Notes will be initially represented by one or more Notes in global form (the "GLOBAL NOTE"). The Company hereby designates The Depository Trust Company as the initial Depository for the Global Note. The Global Note will be deposited with the Trustee, as custodian for the Depository. Unless and until it is exchanged in whole or in part for Notes in certificated form, the Global Note may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository for the Notes or a nominee of such successor Depository. The Depository may surrender the Global Note in exchange in whole or in part for Notes in certificated form on such terms as are acceptable to the Company and Depository.

The Company may at any time in its sole discretion determine that all or any portion of the Notes shall no longer be represented by a Note or Notes in

global form. In such event the Company shall execute, and the Trustee, upon receipt of a written Company order (pursuant to Section 2.5 of the Indenture) for the authentication and delivery of certificated Notes of like tenor, shall authenticate and deliver Notes of like tenor in certificated form, in authorized denominations and in an aggregate principal amount equal to the applicable principal amount of the Global Note, in exchange for such Global Note (or the applicable portion thereof).

SECTION 2.11. FORM OF NOTES. The Notes shall be substantially in the form attached as Exhibit A hereto.

SECTION 2.12. DEFEASANCE AND COVENANT DEFEASANCE. The provisions of Article Nine of the Indenture shall apply to the Notes.

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SECTION 2.13. ISSUANCE OF ADDITIONAL NOTES. For purposes of the Notes, Section 7.1 of the Indenture is hereby amended by inserting therein a new Section 7.1(h) to read as follows:

"(h) to issue additional Securities of any series in the future pursuant to Section 2.5 of this Indenture; PROVIDED that such additional Securities have the same terms as, and be deemed part of the same series as, the applicable series of Securities issued hereunder."

SECTION 2.14. DEFINITION OF PERMITTED SUBSIDIARY INDEBTEDNESS. Clause (vi) of the definition of "Permitted Subsidiary Indebtedness" in Section 1.1 of the Indenture is amended by inserting after the phrase "Acquired Indebtedness that by its terms is not" the following phrase:

", at the time it becomes Acquired Indebtedness or within 180 days thereafter,".

SECTION 2.15. DEFINITION OF RESTRICTED SUBSIDIARY. The definition of "Restricted Subsidiary" in Section 1.1 of the Indenture is amended in its entirety to read as follows:

"RESTRICTED SUBSIDIARY" means any Subsidiary of the Company which owns or leases a Principal Property."

ARTICLE 3

MISCELLANEOUS PROVISIONS

SECTION 3.1. ADOPTION, RATIFICATION AND CONFIRMATION. The Indenture, as supplemented and amended by this Supplemental Indenture No. 17, is in all respects hereby adopted, ratified and confirmed.

SECTION 3.2. COUNTERPARTS. This Supplemental Indenture No. 17 may be executed in any number of counterparts, each of which when so executed shall be deemed an original; and all such counterparts shall together constitute but one and the same instrument.

SECTION 3.3. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE NO. 17, EACH NOTE AND EACH GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CHOICE OF LAW PRINCIPLES THEREOF.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 17 to be duly executed as of the day and year first written above.

TYCO INTERNATIONAL GROUP S.A.

By: _____
Name: Michelangelo Stefani
Title: Managing Director

TYCO INTERNATIONAL LTD.

By: _____
Name: Mark H. Swartz
Title: Executive Vice President and
Chief Financial Officer

THE BANK OF NEW YORK, as Trustee

By: _____
Name:
Title:

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EXHIBIT A

[FORM OF FACE OF GLOBAL NOTE]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer 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 is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Unless and until it is exchanged in whole or in part for Notes in definitive registered form, this Note may not be transferred except as a whole by the Depository to the nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

TYCO INTERNATIONAL GROUP S.A.

Floating Rate Note due 2003

No.

\$

CUSIP:

TYCO INTERNATIONAL GROUP S.A., a Luxembourg company (the "ISSUER"), for value received, hereby promises to pay to CEDE & CO. or registered assigns, the principal sum of \$ on July 30, 2003 (the "STATED MATURITY"), at the office or agency of the Issuer in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay quarterly in arrears on January 30, April 30, July 30 and October 30 of each year (each, an "INTEREST PAYMENT DATE"; provided, however, that if an Interest Payment Date would otherwise be a day that is not a Business Day, such Interest Payment Date shall be the next succeeding Business Day but no additional interest shall be paid in respect of such intervening period), commencing October 30, 2001, the amount of interest on said principal sum at said office or agency, in like coin or currency, at a floating rate subject to adjustment on a quarterly basis and determined by reference to LIBOR for three-month U.S. dollar deposits, determined as described below and in the Indenture, plus 0.45% per annum, from July 30, 2001 or from the most recent Interest Payment Date to which interest has been paid or duly provided for until said principal sum has been paid or duly provided for. For purposes of this Note, "BUSINESS DAY" means any day other than a Saturday, a Sunday or a day on which banking institutions in The City of New York are authorized or obligated by law, regulation or executive order to be closed.

The interest payable on any Interest Payment Date which is punctually paid or duly provided for on such Interest Payment Date will be paid to the Person in whose name this Note is registered at the close of business on January 15, April 15, July 15 or October 15 (in each case, whether or not a Business Day), as the case may be (each, a "REGULAR RECORD DATE"), immediately preceding such Interest Payment Date. Interest payable on this Note which is not punctually paid or duly provided for on any Interest Payment Date therefor shall forthwith cease to be payable to the Person in whose name this Note is registered at the close of business on the Regular Record Date immediately preceding such Interest Payment Date, and such interest shall instead be paid to the Person in whose name this Note is registered at the close of business on the record date established for such payment by notice by or on behalf of the Issuer to the Holders of the Notes mailed by first-class mail not less than 15 days prior to such record date to their last addresses as they shall appear upon the Security register, such record date to be not less than five days preceding the date of payment of such defaulted interest. At the option of the Issuer, interest on the Notes may be paid (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the register of Holders of the Notes or (ii) at the expense of the Issuer, by wire transfer to an account maintained by the Person entitled thereto as specified in writing to the Trustee by such Person by the applicable record date of the Notes.

Reference is made to the further provisions of this Note 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.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee under the Indenture referred to on the reverse hereof.

IN WITNESS WHEREOF, TYCO INTERNATIONAL GROUP S.A. has caused this instrument to be signed by its duly authorized Managing Directors.

Dated:

TYCO INTERNATIONAL GROUP S.A.

By: _____

Name:

Title:

By: _____

Name:

Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

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

Dated:

THE BANK OF NEW YORK,
as Trustee

By: _____
Authorized Signatory

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GUARANTEE

For value received, TYCO INTERNATIONAL LTD. hereby absolutely, unconditionally and irrevocably guarantees to the holder of this Note the payment of principal of, and interest on, the Note upon which this Guarantee is endorsed in the amounts and at the time when due and payable whether by declaration thereof, or otherwise, and interest on the overdue principal and interest, if any, of such Note, if lawful, and the payment or performance of all other obligations of the Issuer under the Indenture or the Notes, to the holder of such Note and the Trustee, all in accordance with and subject to the terms and limitations of such Note and Article Thirteen of the Indenture. This Guarantee will not become effective until the Trustee duly executes the certificate of authentication on this Note. This Guarantee shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles thereof. All references in this Guarantee to interest shall include any Additional Amounts.

Dated:

TYCO INTERNATIONAL LTD.

By: _____
Name:
Title:

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TYCO INTERNATIONAL GROUP S.A.

Floating Rate Note due 2003

1. INDENTURE. (a) This Note is one of a duly authorized issue of notes of the Issuer (hereinafter called the "NOTES") of a series designated as the Floating Rate Notes due 2003 of the Issuer, initially limited in aggregate principal amount to \$500,000,000, all issued or to be issued under and pursuant to an indenture, dated as of June 9, 1998, as amended and supplemented by Supplemental Indenture No. 17, dated as of July 30, 2001 (as so amended and supplemented, the "INDENTURE"), among the Issuer, Tyco International Ltd. ("TYCO") and The Bank of New York, as Trustee (herein called the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Issuer, Tyco, the Trustee and the Holders of the Notes.

(b) Other debentures, notes, bonds or other evidences of indebtedness (together with the Notes, hereinafter called the "SECURITIES") may be issued under the Indenture in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different redemption provisions (if any), may be subject to different sinking, purchase or analogous funds (if any) and may otherwise vary from the Notes and each other, as in the Indenture provided.

(c) All capitalized terms used in this Note which are defined in the Indenture and not otherwise defined herein shall have the meanings assigned to them in the Indenture.

2. RATE OF INTEREST. The rate of interest shall be determined in accordance with the following provisions:

(a) At approximately 11:00 a.m. (London time) on the second day on which commercial banks are open for business, including dealings in deposits in U.S. dollars in London (or, for purposes of paragraph (c) below, New York), prior to the commencement of the Interest Period (as defined below) for which such rate will apply (each such day an "INTEREST DETERMINATION DATE") The Bank of New York, as the calculation agent, or its successors in this capacity (the "CALCULATION AGENT") will calculate the rate of interest (the "RATE OF INTEREST") for such Interest Period at, subject to the provisions described below, the rate per annum equal to 0.45% above the rate appearing on the Bridge's Telerate Page 3750 (or such other page as may replace that page on the Bridge's Telerate Service or, if such service is not available, such other service as may be selected by the Calculation Agent as the information vendor

for the purpose of displaying the official British Bankers Association LIBOR Fixing) for three-month U.S. dollar deposits in the London inter-bank market on such Interest Determination Date. The period beginning on, and including, July 30, 2001, and ending on, but excluding, the first Interest Payment Date and each successive period beginning on, and including, an Interest Payment Date and ending on, but excluding, the next succeeding Interest Payment Date is herein called an "INTEREST PERIOD." All percentages

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resulting from any calculation on the Notes shall be rounded to the nearest one hundred-thousandth of a percentage point, with five one-millionths of a percentage point rounded upwards. All dollar amounts used in or resulting from such calculation on the Notes shall be rounded to the nearest cent, with one-half cent being rounded upward.

(b) If on any Interest Determination Date an appropriate rate cannot be determined from the Bridge's Telerate Service or such other service as specified in (a) above, the Rate of Interest for the next Interest Period shall, subject to the provisions described below, be the rate per annum that the Calculation Agent certifies to be 0.45% per annum above the arithmetic mean of the offered quotations, as communicated to and at the request of the Calculation Agent by not less than two major banks in London, after requesting such quotations from not less than four major banks in London, selected by the Calculation Agent (the "Reference Banks," which term shall include any successors nominated by the Calculation Agent), to leading banks in London by the principal London offices of the Reference Banks for three-month U.S. dollar deposits, in amounts of not less than \$1,000,000, in the London inter-bank market as at 11:00 a.m. (London time) on such Interest Determination Date.

(c) If on any Interest Determination Date fewer than two of such offered rates are available, the Rate of Interest for the next Interest Period shall be the Reserve Interest Rate. The "Reserve Interest Rate" refers to the rate per annum which the Calculation Agent determines to be 0.45% per annum above either:

(i) The arithmetic mean of the U.S. dollar offered rates which at least two New York City banks selected by the Calculation Agent are or were quoting, on the relevant Interest Determination Date, for three-month deposits in amounts of not less than \$1,000,000 to the Reference Banks or those of them (being at least two in number) to which such quotations are or were, in the opinion of the Calculation Agent, being so made; or

(ii) In the event that the Calculation Agent can determine no such arithmetic mean, the arithmetic mean of the U.S. dollar offered rates which at least two New York City banks selected by the Calculation Agent are or were quoting on such Interest Determination Date to leading European banks for a period of three months in amounts of not less than

\$1,000,000;

PROVIDED, HOWEVER, that if the banks selected as aforesaid by the Calculation Agent are not quoting as mentioned above, the Rate of Interest shall be the Rate of Interest in effect for the last preceding Interest Period to which (a) or (b) above shall have applied.

The Calculation Agent shall, as soon as practicable after 11:00 a.m. (London time) on each Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable in respect of the following Interest Period (the "INTEREST AMOUNT"). The Interest Amount shall be calculated by applying the Rate of Interest to the principal amount of each Note outstanding at the commencement of the Interest Period, multiplying each such amount by the actual number of days in the Interest Period concerned (which actual number of days shall include the first day but

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exclude the last day of such Interest Period) divided by 360 and rounding the resultant figure upwards to the nearest cent. The determination of the Rate of Interest and the Interest Amount by the Calculation Agent shall (in the absence of willful misconduct, bad faith or gross negligence) be final and binding on all parties. Notwithstanding anything herein to the contrary, the rate of interest on the Notes shall in no event be higher than the maximum rate permitted by New York law, as the same may be modified by United States law of general application.

The Company shall provide that, so long as any of the Notes remain outstanding, there shall at all times be a Calculation Agent for the purpose of the Notes. In the event of the Calculation Agent being unable or unwilling to continue to act as the Calculation Agent or in the case of the Calculation Agent failing duly to establish the Rate of Interest for any Interest Period, the Company shall appoint another leading bank engaged in the London inter-bank market to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions relating to the payment and calculation of interest on the Notes, whether by the Reference Banks (or any of them) or the Calculation Agent, shall (in the absence of willful misconduct, bad faith or gross negligence) be binding on the Company, the Calculation Agent and all of the Holders and no liability shall (in the absence of willful misconduct, bad faith or gross negligence) attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions.

3. AMENDMENTS AND WAIVERS. (a) The Indenture contains provisions permitting the Issuer and the Trustee, with the consent of the Holders of not

less than a majority in aggregate principal amount of the Securities at the time Outstanding of all series to be affected (voting as one class), evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities of each such series; provided, that no such supplemental indenture shall (i) extend the final maturity of any Security, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, or reduce any amount payable on redemption thereof or reduce the amount of the principal of an Original Issue Discount Security that would be due and payable upon an acceleration of the maturity thereof pursuant to Section 4.1 of the Indenture or the amount thereof provable in bankruptcy pursuant to Section 4.2 of the Indenture, or impair or affect the rights of any Holder to institute suit for the payment thereof, without the consent of the Holder of each Security so affected, or (ii) reduce the aforesaid percentage of Securities, the Holders of which are required to consent to any such supplemental indenture, without the consent of the Holder of each Security affected.

(b) It is also provided in the Indenture that, with respect to certain defaults or Events of Default regarding the Securities of any series, prior to any declaration accelerating the maturity of such Securities, the Holders of a majority in aggregate principal amount Outstanding of the Securities of such series (or, in the case of

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certain defaults or Events of Default, all or certain series of the Securities) may on behalf of the Holders of all the Securities of such series (or all or certain series of the Securities, as the case may be) waive any such past default or Event of Default and its consequences. The preceding sentence shall not, however, apply to a default in the payment of the principal of, premium, if any, or interest on any of the Securities. Any such consent or waiver by the Holder of this Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Note and any Notes which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Note or such other Notes.

4. OBLIGATION TO PAY PRINCIPAL, PREMIUM, IF ANY, AND INTEREST. No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, Tyco or any other obligor on the Notes, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Note in the manner, at the respective times, at the rate, at the place and in the coin or currency herein prescribed.

5. REDEMPTION. Subject to Section 12.1 of the Indenture, the Notes shall not be redeemable at the option of the Company prior to maturity.

6. CERTAIN COVENANTS. The Indenture restricts the Issuer's ability to merge, consolidate or sell substantially all of its assets. In addition, the Issuer is obliged to abide by certain covenants, including covenants limiting the amount of liens it may incur, as well as its ability to enter into sale and leaseback transactions, a covenant limiting the ability of its subsidiaries to incur indebtedness, and a covenant requiring it to pay or discharge all taxes, all as more fully described in the Indenture. All of such covenants are subject to the covenant defeasance procedures outlined in the Indenture.

7. EFFECT OF EVENT OF DEFAULT. If an Event of Default shall have occurred and be continuing under the Indenture, the principal hereof may be declared, and upon such declaration shall become, due and payable in the manner, with the effect and subject to the conditions provided in the Indenture.

8. DEFEASANCE. The Indenture contains provisions for defeasance and covenant defeasance at any time of the indebtedness on this Note upon compliance by the Issuer with certain conditions set forth therein.

9. DENOMINATIONS; TRANSFER. (a) The Notes are issuable in registered form without coupons in denominations of \$1,000 and any multiple of \$1,000 at the office or agency of the Issuer in the Borough of Manhattan, The City of New York, and in the manner and subject to the limitations provided in the Indenture.

(b) Upon due presentment for registration of transfer of this Note at the office or agency of the Issuer in the Borough of Manhattan, The City of New York, a new Note or Notes of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange therefor, subject to the limitations provided in the Indenture. This Note may also be surrendered for exchange at the aforesaid office or

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agency for Notes in other authorized denominations in an equal aggregate principal amount. No service charge shall be made for any registration of transfer or any exchange of the Notes, except that the Issuer may require payment of any tax or other governmental charge imposed in connection therewith.

(c) A certificate in global form representing all of a portion of the Notes may not be transferred except as a whole by the Depositary for such series to a nominee of such Depositary or by a nominee of such Depositary to such Depositary or another nominee of such Depositary or by such Depositary or any such nominee to a successor Depositary for such Notes or a nominee of such successor Depositary.

10. HOLDER AS OWNER. The Issuer, Tyco, the Trustee and any authorized agent of the Issuer, Tyco or the Trustee may deem and treat the registered

Holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment of, or on account of, the principal hereof and, subject to the provisions on the face hereof, interest hereon, and for all other purposes, and none of the Issuer, Tyco or the Trustee or any authorized agent of the Issuer, Tyco or the Trustee shall be affected by any notice to the contrary.

11. NO LIABILITY OF CERTAIN PERSONS. No recourse under or upon any obligation, covenant or agreement of the Issuer or Tyco in the Indenture or any indenture supplemental thereto or in any Note, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, or any past, present or future shareholder, officer or director, as such, of the Issuer, Tyco or of any successor corporation of either of them, either directly or through the Issuer, Tyco or any successor corporation, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance hereof and as part of the consideration for the issue hereof.

12. GUARANTEES. The payment and performance of all obligations of the Issuer under the Indenture and this Note are fully and unconditionally guaranteed to the holder of this Note by Tyco, as provided in the related Guarantee and the Indenture.

13. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK GOVERN THE INDENTURE AND THIS NOTE (AND THE GUARANTEE ENDORSED HEREON).

14. ADDITIONAL AMOUNTS. The Issuer and Tyco are obligated to pay Additional Amounts on this Note to the extent provided in Article Twelve of the Indenture.

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

PLEASE INSERT TAXPAYER IDENTIFICATION NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE

the within Note of Tyco International Group S.A. and all rights thereunder and hereby irrevocably constitutes and appoints such person attorney to transfer such Note on the books of Tyco International Group S.A., with full power of substitution in the premises.

Dated:

Signature

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. THE SIGNATURE SHOULD BE GUARANTEED BY A COMMERCIAL BANK OR TRUST COMPANY, A MEMBER ORGANIZATION OF A NATIONAL STOCK EXCHANGE OR BY SUCH OTHER ENTITY WHOSE SIGNATURE IS ON FILE WITH AND ACCEPTABLE TO THE TRANSFER AGENT.

TYCO INTERNATIONAL GROUP S.A.

TYCO INTERNATIONAL LTD.

SUPPLEMENTAL INDENTURE NO. 18

\$600,000,000

4.95% Notes due 2003

THIS SUPPLEMENTAL INDENTURE NO. 18, dated as of July 30, 2001, among TYCO INTERNATIONAL GROUP S.A., a Luxembourg company (the "COMPANY"), TYCO INTERNATIONAL LTD., a Bermuda company ("TYCO"), and THE BANK OF NEW YORK, a New York banking corporation, as trustee (the "TRUSTEE").

W I T N E S S E T H:

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WHEREAS, the Company and Tyco have heretofore executed and delivered to the Trustee an Indenture, dated as of June 9, 1998 (the "INDENTURE"), providing for the issuance from time to time of one or more series of the Company's Securities;

WHEREAS, Article Seven of the Indenture provides for various matters with respect to any series of Securities issued under the Indenture to be established in an indenture supplemental to the Indenture; and

WHEREAS, Section 7.1(e) of the Indenture provides that the Company, Tyco and the Trustee may enter into an indenture supplemental to the Indenture to establish the form or terms of Securities of any series as permitted by Sections 2.1 and 2.4 of the Indenture;

NOW, THEREFORE, in consideration of the premises and the issuance of the series of Securities provided for herein, the Company, Tyco and the Trustee mutually covenant and agree for the equal and proportionate benefit of the respective Holders of the Securities of such series as follows:

ARTICLE 1

RELATION TO INDENTURE; DEFINITIONS

SECTION 1.1 INTEGRAL PART. This Supplemental Indenture No. 18 constitutes an integral part of the Indenture.

SECTION 1.2 GENERAL DEFINITIONS. For all purposes of this Supplemental Indenture No. 18:

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(a) capitalized terms used herein without definition shall have the meanings specified in the Indenture;

(b) all references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture No. 18;

(c) the terms "herein", "hereof", "hereunder" and other words of similar import refer to this Supplemental Indenture No. 18; and

(d) in the event of a conflict between any definition set forth in the Indenture and any definition set forth in this Supplemental Indenture No. 18, the definition set forth in this Supplemental Indenture No. 18 shall control.

SECTION 1.3 DEFINITIONS. The following definitions shall apply to this Supplemental Indenture No. 18:

"BUSINESS DAY" means any day other than a Saturday, a Sunday or a day on which banking institutions in The City of New York are authorized or obligated by law, executive order or governmental decree to be closed.

"NOTES" means the 4.95% Notes due 2003 of the Company to which this Supplemental Indenture No. 18 relates.

ARTICLE 2

THE SERIES OF NOTES

SECTION 2.1 TITLE OF THE SECURITIES. There shall be a series of Securities designated as the "4.95% Notes due 2003" (the "NOTES").

SECTION 2.2 LIMITATION ON AGGREGATE PRINCIPAL AMOUNT; DATE OF NOTES. The aggregate principal amount of the Notes shall not initially exceed \$600,000,000 (unless the issue of such series of Notes is "reopened" pursuant to Section 7.1(h) of the Indenture (as set forth herein) by issuing additional Notes of such series, in an amount or amounts and registered in the names of such Persons as shall be set forth in any written order of the Issuer for the authentication and delivery of Notes pursuant to Section 2.5 of the Indenture). Each Note shall be dated the date of its authentication.

SECTION 2.3 PRINCIPAL PAYMENT DATE. Subject to the provisions of Section 2.6 hereof and Articles Four and Twelve of the Indenture, the principal of the Notes shall be due and payable in a single installment on August 1, 2003.

SECTION 2.4 INTEREST AND INTEREST RATE. Interest on the Notes shall

be payable semi-annually in arrears on February 1 and August 1 of each year beginning on February 1, 2002 (each, an "INTEREST PAYMENT DATE"); provided, however, that if an Interest Payment Date would otherwise be a day that is not a Business Day, such Interest Payment Date shall be the next

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succeeding Business Day, and no additional interest shall be paid in respect of such intervening period.

The interest payable on each Interest Payment Date shall be the amount of interest accrued from July 30, 2001 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, until the principal amount of the Notes has been paid or duly provided for. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

The interest rate borne by the Notes will be 4.95% per annum until the Notes are paid in full.

The interest payable on any Note which is punctually paid or duly provided for on any Interest Payment Date shall be paid to the Person in whose name such Note is registered at the close of business on January 15 or July 15 (in each case, whether or not a Business Day), respectively, immediately preceding such Interest Payment Date (each, a "REGULAR RECORD DATE"). Interest payable on any Note which is not punctually paid or duly provided for on any Interest Payment Date therefor shall forthwith cease to be payable to the Person in whose name such Note is registered at the close of business on the Regular Record Date immediately preceding such Interest Payment Date, and such interest shall instead be paid to the Person in whose name such Note is registered at the close of business on the record date established for such payment by notice by or on behalf of the Company to the Holders of the Notes mailed by first-class mail not less than 15 days prior to such record date to their last addresses as they shall appear upon the Security register, such record date to be not less than five days preceding the date of payment of such defaulted interest.

SECTION 2.5 PLACE OF PAYMENT. The place of payment where the Notes may be presented or surrendered for payment, where the principal of and interest and any other payments due on the Notes are payable, where the Notes may be surrendered for registration of transfer or exchange and where notices and demands to and upon the Company in respect of the Notes and the Indenture may be served shall be in the Borough of Manhattan, The City of New York, and the office or agency maintained by the Company for such purpose shall initially be the Corporate Trust Office of the Trustee.

At the option of the Company, interest on the Notes may be paid (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the register of Holders of the Notes or (ii) at the expense of the Company, by wire transfer to an account maintained by the Person entitled

thereto as specified in writing to the Trustee by such Person by the applicable record date.

SECTION 2.6 REDEMPTION. Subject to Section 12.1 of the Indenture, the notes shall not be redeemable by the Company prior to maturity.

The Company shall have no obligation to redeem or purchase the Notes pursuant to any sinking fund or analogous provisions or upon the happening of any specified event or at the option of any Holder of the Notes.

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SECTION 2.7 ADDITIONAL AMOUNTS; CERTAIN TAX PROVISIONS. For purposes of the Notes, Sections 12.1 and 12.2 of the Indenture are amended in their entirety to read as follows:

SECTION 12.1. REDEMPTION UPON CHANGES IN WITHHOLDING TAXES. The Notes may be redeemed, as a whole but not in part, at the option of the Company, upon not less than 30 nor more than 60 days' notice (which notice shall be irrevocable), at a redemption price equal to 100% of the principal amount thereof, together with accrued interest, if any, to the redemption date and Additional Amounts (as defined in Section 12.2), if any, if as a result of any amendment to, or change in, the laws or regulations of Luxembourg or Bermuda or any political subdivision or taxing authority thereof or therein having power to tax (a "TAXING AUTHORITY"), or any change in the application or official interpretation of such laws or regulations which amendment or change is announced or becomes effective after the date the Notes are issued, the Company or Tyco has become or will become obligated to pay Additional Amounts, on the next date on which any amount would be payable with respect to the Notes, and such obligation cannot be avoided by the use of reasonable measures available to the Company or Tyco, as the case may be, provided, however, that (a) no such notice of redemption may be given earlier than 60 days prior to the earliest date on which the Company or Tyco, as the case may be, would be obligated to pay such Additional Amounts, and (b) at the time such notice of redemption is given, such obligation to pay such Additional Amounts remains in effect. Prior to the giving of any notice of redemption described in this paragraph, the Company shall deliver to the Trustee (i) (I) a certificate signed by two directors of the Company stating that the obligation to pay Additional Amounts cannot be avoided by the Company taking reasonable measures available to it or (II) a certificate signed by two executive officers of Tyco stating that the obligation to pay Additional Amounts cannot be avoided by Tyco taking reasonable measures available to it, as the case may be, and (ii) a written opinion of independent legal counsel to the Company or Tyco, as the case may be, of recognized standing to the effect that the Company or Tyco, as the case may be, has or will become obligated to pay Additional Amounts as a result of a change, amendment, official interpretation or application described above and that the Company or Tyco, as the case may be, cannot avoid the payment of such Additional Amounts by taking reasonable measures available to it.

SECTION 12.2. PAYMENT OF ADDITIONAL AMOUNTS. All payments made by the Company, Tyco and any other Guarantor under or with respect to the Notes and the Guarantees will be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, levies, imposts, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Taxing Authority ("TAXES"), unless the Company, Tyco or such Guarantor, as the case may be, is required to withhold or deduct Taxes by law or by the interpretation or administration thereof. In the event that the Company, Tyco or such Guarantor is required to so withhold or deduct any amount for or on account of any Taxes from any payment made under or with respect to the Notes or the Guarantees, as the case may be, the Company, Tyco or such Guarantor, as the case may be, will pay such additional amounts ("ADDITIONAL AMOUNTS") as may be necessary so that the net amount received by each Holder of Notes (including Additional Amounts) after such withholding or deduction will equal the amount that such Holder would have received if such Taxes had not been required to be withheld or deducted; provided that no Additional Amounts will be payable with respect to a payment made to a Holder of Notes to the extent:

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(a) that any such Taxes would not have been so imposed but for the existence of any present or former connection between such Holder and the Taxing Authority imposing such Taxes (other than the mere receipt of such payment, acquisition, ownership or disposition of such Notes or the exercise or enforcement of rights under such Notes, the Guarantees or this Indenture);

(b) of any estate, inheritance, gift, sales, transfer, or personal property Taxes imposed with respect to such Notes, except as otherwise provided herein;

(c) that any such Taxes would not have been so imposed but for the presentation of such Notes or Guarantees (where presentation is required) for payment on a date more than 30 days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever is later, except to the extent that the beneficiary or Holder thereof would have been entitled to Additional Amounts had the Notes or Guarantees been presented for payment on any date during such 30-day period; or

(d) that such Holder would not be liable or subject to such withholding or deduction of Taxes but for the failure to make a valid declaration of non-residence or other similar claim for exemption, if (x) the making of such declaration or claim is required or imposed by statute, treaty, regulation, ruling or administrative practice of the relevant Taxing Authority as a precondition to an exemption from, or reduction in, the relevant Taxes, and (y) at least 60 days prior to the first payment date with respect to which the Company, Tyco or such Guarantor shall apply this clause (d), the Company, Tyco or such Guarantor shall have notified all Holders of Notes in writing that they shall be required to provide such declaration or claim.

The Company, Tyco or such Guarantor, as the case may be, will also (i) make such withholding or deduction of Taxes and (ii) remit the full amount of Taxes so deducted or withheld to the relevant Taxing Authority in accordance with all applicable laws. The Company, Tyco or such Guarantor, as the case may be, will use its reasonable best efforts to obtain certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each Taxing Authority imposing such Taxes. The Company, Tyco or such Guarantor, as the case may be, will, upon request, make available to the Holders of the Notes, within 60 days after the date the payment of any Taxes so deducted or withheld is due pursuant to applicable law, certified copies of tax receipts evidencing such payment by the Company, Tyco or such Guarantor or if, notwithstanding the Company's, Tyco's or such Guarantor's efforts to obtain such receipts, the same are not obtainable, other evidence of such payments by the Company, Tyco or such Guarantor.

At least 30 days prior to each date on which any payment under or with respect to the Notes or Guarantees is due and payable, if the Company, Tyco or such Guarantor will be obligated to pay Additional Amounts with respect to such payment, the Company, Tyco or such Guarantor will deliver to the Trustee an Officers' Certificate stating the fact that such Additional Amounts will be payable, the amounts so payable and will set forth such other information as is necessary to enable such Trustee to pay such Additional Amounts to Holders of Notes on the payment date.

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In addition, the Company, Tyco or such Guarantor, as the case may be, will pay any stamp, issue, registration, documentary or other similar taxes and duties, including interest, penalties and Additional Amounts with respect thereto, payable in Luxembourg Bermuda or the United States or any political subdivision or taxing authority of or in the foregoing in respect of the creation, issue, offering, enforcement, redemption or retirement of the Notes or the Guarantees.

The foregoing provisions shall survive any termination or the discharge of the Indenture and shall apply MUTATIS MUTANDIS to any jurisdiction in which any successor Person to the Company, Tyco or such Guarantor, as the case may be, is organized or is engaged in business for tax purposes or any political subdivisions or taxing authority or agency thereof or therein; provided, however, the date on which such Person becomes a successor to the Company, Tyco or such Guarantor, as the case may be, shall be substituted for the date on which the series of Notes was issued.

Whenever in the Indenture, the Notes or the Guarantees there is mentioned, in any context, the payment of principal (and premium, if any), redemption price, interest or any other amount payable under or with respect to any Notes or Guarantees, such mention shall be deemed to include mention of the payment of Additional Amounts to the extent that, in such context, Additional

Amounts are, were or would be payable in respect thereof.

SECTION 2.8 DENOMINATION. The Notes shall be issued in denominations of \$1,000 and integral multiples thereof.

SECTION 2.9 CURRENCY. Principal and interest on the Notes shall be payable in United States dollars.

SECTION 2.10 NOTES TO BE ISSUED IN GLOBAL FORM: EXCHANGE FOR CERTIFICATED NOTES. The Notes will be initially represented by one or more Notes in global form (the "GLOBAL NOTE"). The Company hereby designates The Depository Trust Company as the initial Depository for the Global Note. The Global Note will be deposited with the Trustee, as custodian for the Depository. Unless and until it is exchanged in whole or in part for Notes in certificated form, the Global Note may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository for the Notes or a nominee of such successor Depository. The Depository may surrender the Global Note in exchange in whole or in part for Notes in certificated form on such terms as are acceptable to the Company and Depository.

The Company may at any time in its sole discretion determine that all or any portion of the Notes shall no longer be represented by a Note or Notes in global form. In such event the Company shall execute, and the Trustee, upon receipt of a written Company order (pursuant to Section 2.5 of the Indenture) for the authentication and delivery of certificated Notes of like tenor, shall authenticate and deliver Notes of like tenor in certificated form, in authorized denominations and in an aggregate principal amount equal to the applicable principal amount of the Global Note, in exchange for such Global Note (or the applicable portion thereof).

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SECTION 2.11 FORM OF NOTES. The Notes shall be substantially in the form attached as Exhibit A hereto.

SECTION 2.12 DEFEASANCE AND COVENANT DEFEASANCE. The provisions of Article Nine of the Indenture shall apply to the Notes.

SECTION 2.13 ISSUANCE OF ADDITIONAL NOTES. For purposes of the Notes, Section 7.1 of the Indenture is hereby amended by inserting therein a new Section 7.1(h) to read as follows:

"(h) to issue additional Securities of any series in the future pursuant to Section 2.5 of this Indenture; PROVIDED, that such additional Securities have the same terms as, and be deemed part of the same series as, the applicable series of Securities issued hereunder."

SECTION 2.14 DEFINITION OF PERMITTED SUBSIDIARY INDEBTEDNESS. Clause (vi) of the definition of "Permitted Subsidiary Indebtedness" in Section 1.1 of the Indenture is amended by inserting after the phrase "Acquired Indebtedness that by its terms is not" the following phrase:

", at the time it becomes Acquired Indebtedness or within 180 days thereafter,"

SECTION 2.15 DEFINITION OF RESTRICTED SUBSIDIARY. The definition of "Restricted Subsidiary" in Section 1.1 of the Indenture is amended in its entirety to read as follows:

"RESTRICTED SUBSIDIARY" means any Subsidiary of the Company which owns or leases a Principal Property."

ARTICLE 3

MISCELLANEOUS PROVISIONS

SECTION 3.1 ADOPTION, RATIFICATION AND CONFIRMATION. The Indenture, as supplemented and amended by this Supplemental Indenture No. 18, is in all respects hereby adopted, ratified and confirmed.

SECTION 3.2 COUNTERPARTS. This Supplemental Indenture No. 18 may be executed in any number of counterparts, each of which when so executed shall be deemed an original; and all such counterparts shall together constitute but one and the same instrument.

SECTION 3.3 GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE NO. 18, EACH NOTE AND EACH GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CHOICE OF LAW PRINCIPLES THEREOF.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 18 to be duly executed as of the day and year first written above.

TYCO INTERNATIONAL GROUP S.A.

By:

Name: Michelangelo Stefani
Title: Managing Director

TYCO INTERNATIONAL LTD.

By:

Name: Mark H. Swartz
Title: Executive Vice President
Chief Financial Officer

THE BANK OF NEW YORK, Trustee

By:

Name:
Title:

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EXHIBIT A

[FORM OF FACE OF GLOBAL NOTE]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer 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 is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Unless and until it is exchanged in whole or in part for Notes in definitive registered form, this Note may not be transferred except as a whole by the Depository to the nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

TYCO INTERNATIONAL GROUP S.A.

4.95% Note due 2003

No.

\$

CUSIP:

TYCO INTERNATIONAL GROUP S.A., a Luxembourg company (the "ISSUER"), for value received, hereby promises to pay to CEDE & CO. or registered assigns, the principal sum of \$ _____ on August 1, 2003, at the office or agency of the Issuer in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay semi-annually in arrears on February 1 and August 1 of each year (each, an "INTEREST PAYMENT DATE"; provided, however, that if an Interest Payment Date would otherwise be a day that is not a Business Day, such Interest Payment Date shall be the next succeeding Business Day but no additional interest shall be paid in respect of such intervening period), commencing February 1, 2002, the amount of interest on said principal sum at said office or agency, in like coin or currency, at the rate per annum specified in the title of this Note, from July 30, 2001 or from the most recent Interest Payment Date to which interest has been paid or duly provided for until said principal sum has been paid or duly provided for. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. For purposes of this Note, "BUSINESS DAY" means any day other than a Saturday, a Sunday or a day on which banking institutions in The City of New York are authorized or obligated by law, regulation or executive order to be closed.

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The interest payable on any Interest Payment Date which is punctually paid or duly provided for on such Interest Payment Date will be paid to the Person in whose name this Note is registered at the close of business on January 15 or July 15 (in each case, whether or not a Business Day), as the case may be (each, a "REGULAR RECORD DATE"), immediately preceding such Interest Payment Date. Interest payable on this Note which is not punctually paid or duly provided for on any Interest Payment Date therefor shall forthwith cease to be payable to the Person in whose name this Note is registered at the close of business on the Regular Record Date immediately preceding such Interest Payment Date, and such interest shall instead be paid to the Person in whose name this Note is registered at the close of business on the record date established for such payment by notice by or on behalf of the Issuer to the Holders of the Notes mailed by first-class mail not less than 15 days prior to such record date to their last addresses as they shall appear upon the Security register, such record date to be not less than five days preceding the date of payment of such defaulted interest. At the option of the Issuer, interest on the Notes may be paid (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the register of Holders of the Notes or (ii) at the expense of the Issuer, by wire transfer to an account maintained by the Person entitled thereto as specified in writing to the Trustee by such Person by the applicable record date of the Notes.

Reference is made to the further provisions of this Note 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.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee under the Indenture referred to on the reverse hereof.

IN WITNESS WHEREOF, TYCO INTERNATIONAL GROUP S.A. has caused this instrument to be signed by its duly authorized Managing Directors.

Dated:

TYCO INTERNATIONAL GROUP S.A.

By: _____
Name:
Title:

By: _____
Name:
Title:

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TRUSTEE'S CERTIFICATE OF AUTHENTICATION

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

Dated:

THE BANK OF NEW YORK,
as Trustee

By: _____
Authorized Signatory

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GUARANTEE

For value received, TYCO INTERNATIONAL LTD. hereby absolutely, unconditionally and irrevocably guarantees to the holder of this Note the payment of principal of, and interest on, the Note upon which this Guarantee is endorsed in the amounts and at the time when due and payable whether by declaration thereof, or otherwise, and interest on the overdue principal and interest, if any, of such Note, if lawful, and the payment or performance of all other obligations of the Issuer under the Indenture or the Notes, to the holder of such Note and the Trustee, all in accordance with and subject to the terms and limitations of such Note and Article Thirteen of the Indenture. This Guarantee will not become effective until the Trustee duly executes the certificate of authentication on this Note. This Guarantee shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles thereof. All references in this Guarantee to interest shall include any Additional Amounts.

Dated:

TYCO INTERNATIONAL LTD.

By: _____
Name:
Title:

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TYCO INTERNATIONAL GROUP S.A.

4.95% Note due 2003

1. INDENTURE. (a) This Note is one of a duly authorized issue of notes of the Issuer (hereinafter called the "NOTES") of a series designated as the 4.95% Notes due 2003 of the Issuer, initially limited in aggregate principal amount to \$600,000,000, all issued or to be issued under and pursuant to an indenture, dated as of June 9, 1998, as amended and supplemented by Supplemental Indenture No. 18, dated as of July 30, 2001 (as so amended and supplemented, the "INDENTURE"), among the Issuer, Tyco International Ltd. ("TYCO") and The Bank of New York, as Trustee (herein called the "TRUSTEE"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Issuer, Tyco, the Trustee and the Holders of the Notes.

(b) Other debentures, notes, bonds or other evidences of indebtedness (together with the Notes, hereinafter called the "Securities") may be issued under the Indenture in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different redemption provisions (if any), may be subject to different sinking, purchase or analogous funds (if any) and may otherwise vary from the Notes and each other, as in the Indenture provided.

(c) All capitalized terms used in this Note which are defined in the Indenture and not otherwise defined herein shall have the meanings assigned to them in the Indenture.

2. AMENDMENTS AND WAIVERS. (a) The Indenture contains provisions permitting the Issuer and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding of all series to be affected (voting as one class), evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities of each such series; provided, that no such supplemental indenture shall (i) extend the final maturity of any Security, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, or reduce any amount payable on redemption thereof or reduce the amount of the principal of an Original Issue Discount Security that would be due and payable upon an acceleration of the maturity thereof pursuant to Section 4.1 of the Indenture or the amount thereof provable in bankruptcy pursuant to Section 4.2 of the Indenture, or impair or affect the rights of any Holder to institute suit for the payment thereof, without the consent of the Holder of each Security so affected, or (ii) reduce the aforesaid percentage of Securities, the Holders of which are required to consent to any such supplemental indenture, without the consent of the Holder of each Security affected.

(b) It is also provided in the Indenture that, with respect to certain defaults or Events of Default regarding the Securities of any series, prior to any declaration accelerating the maturity of such Securities, the Holders of a majority in aggregate principal amount Outstanding

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of the Securities of such series (or, in the case of certain defaults or Events of Default, all or certain series of the Securities) may on behalf of the Holders of all the Securities of such series (or all or certain series of the Securities, as the case may be) waive any such past default or Event of Default and its consequences. The preceding sentence shall not, however, apply to a default in the payment of the principal of, premium, if any, or interest on any of the Securities. Any such consent or waiver by the Holder of this Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Note and any Notes which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Note or such other Notes.

3. OBLIGATION TO PAY PRINCIPAL, PREMIUM, IF ANY, AND INTEREST. No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, Tyco or any other obligor on the Notes, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Note in the manner, at the respective times, at the rate, at the place and in the coin or currency herein prescribed.

4. REDEMPTION. Subject to Section 12.1 of the Indenture, the Notes shall not be redeemable by the Company prior to maturity.

5. CERTAIN COVENANTS. The Indenture restricts the Issuer's ability to merge, consolidate or sell substantially all of its assets. In addition, the Issuer is obliged to abide by certain covenants, including covenants limiting the amount of liens it may incur, as well as its ability to enter into sale and leaseback transactions, a covenant limiting the ability of its subsidiaries to incur indebtedness, and a covenant requiring it to pay or discharge all taxes, all as more fully described in the Indenture. All of such covenants are subject to the covenant defeasance procedures outlined in the Indenture.

6. EFFECT OF EVENT OF DEFAULT. If an Event of Default shall have occurred and be continuing under the Indenture, the principal hereof may be declared, and upon such declaration shall become, due and payable in the manner, with the effect and subject to the conditions provided in the Indenture.

7. DEFEASANCE. The Indenture contains provisions for defeasance and covenant defeasance at any time of the indebtedness on this Note upon compliance by the Issuer with certain conditions set forth therein.

8. DENOMINATIONS; TRANSFER. (a) The Notes are issuable in registered form without coupons in denominations of \$1,000 and any multiple of \$1,000 at the office or agency of the Issuer in the Borough of Manhattan, The City of New York, and in the manner and subject to the limitations provided in the Indenture.

(b) Upon due presentment for registration of transfer of this Note

at the office or agency of the Issuer in the Borough of Manhattan, The City of New York, a new Note or Notes of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange therefor, subject to the limitations provided in the Indenture. This Note may also be surrendered for exchange at the aforesaid office or agency for Notes in other authorized denominations in an equal aggregate principal amount. No service charge shall be

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made for any registration of transfer or any exchange of the Notes, except that the Issuer may require payment of any tax or other governmental charge imposed in connection therewith.

(c) A certificate in global form representing all of a portion of the Notes may not be transferred except as a whole by the Depositary for such series to a nominee of such Depositary or by a nominee of such Depositary to such Depositary or another nominee of such Depositary or by such Depositary or any such nominee to a successor Depositary for such Notes or a nominee of such successor Depositary.

9. HOLDER AS OWNER. The Issuer, Tyco, the Trustee and any authorized agent of the Issuer, Tyco or the Trustee may deem and treat the registered Holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment of, or on account of, the principal hereof and, subject to the provisions on the face hereof, interest hereon, and for all other purposes, and none of the Issuer, Tyco or the Trustee or any authorized agent of the Issuer, Tyco or the Trustee shall be affected by any notice to the contrary.

10. NO LIABILITY OF CERTAIN PERSONS. No recourse under or upon any obligation, covenant or agreement of the Issuer or Tyco in the Indenture or any indenture supplemental thereto or in any Note, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, or any past, present or future shareholder, officer or director, as such, of the Issuer, Tyco or of any successor corporation of either of them, either directly or through the Issuer, Tyco or any successor corporation, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance hereof and as part of the consideration for the issue hereof.

11. GUARANTEES. The payment and performance of all obligations of the Issuer under the Indenture and this Note are fully and unconditionally guaranteed to the holder of this Note by Tyco, as provided in the related Guarantee and the Indenture.

12. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK GOVERN THE INDENTURE AND THIS NOTE (AND THE GUARANTEE ENDORSED HEREON).

13. ADDITIONAL AMOUNTS. The Issuer and Tyco are obligated to pay Additional Amounts on this Note to the extent provided in Article Twelve of the Indenture.

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

PLEASE INSERT TAXPAYER
IDENTIFICATION NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE

the within Note of Tyco International Group S.A. and all rights thereunder and hereby irrevocably constitutes and appoints such person attorney to transfer such Note on the books of Tyco International Group S.A., with full power of substitution in the premises.

Dated:

Signature

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. THE SIGNATURE SHOULD BE GUARANTEED BY A COMMERCIAL BANK OR TRUST COMPANY, A MEMBER ORGANIZATION OF A NATIONAL STOCK EXCHANGE OR BY SUCH OTHER ENTITY WHOSE SIGNATURE IS ON FILE WITH AND ACCEPTABLE TO THE TRANSFER AGENT.

TYCO INTERNATIONAL GROUP S.A.

TYCO INTERNATIONAL LTD.

SUPPLEMENTAL INDENTURE NO. 19

\$700,000,000

5.80% Notes due 2006

THIS SUPPLEMENTAL INDENTURE NO. 19, dated as of July 30, 2001, among TYCO INTERNATIONAL GROUP S.A., a Luxembourg company (the "COMPANY"), TYCO INTERNATIONAL LTD., a Bermuda company ("TYCO"), and THE BANK OF NEW YORK, a New York banking corporation, as trustee (the "TRUSTEE").

W I T N E S S E T H:

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WHEREAS, the Company and Tyco have heretofore executed and delivered to the Trustee an Indenture, dated as of June 9, 1998 (the "INDENTURE"), providing for the issuance from time to time of one or more series of the Company's Securities;

WHEREAS, Article Seven of the Indenture provides for various matters with respect to any series of Securities issued under the Indenture to be established in an indenture supplemental to the Indenture; and

WHEREAS, Section 7.1(e) of the Indenture provides that the Company, Tyco and the Trustee may enter into an indenture supplemental to the Indenture to establish the form or terms of Securities of any series as permitted by Sections 2.1 and 2.4 of the Indenture;

NOW, THEREFORE, in consideration of the premises and the issuance of the series of Securities provided for herein, the Company, Tyco and the Trustee mutually covenant and agree for the equal and proportionate benefit of the respective Holders of the Securities of such series as follows:

ARTICLE 1

RELATION TO INDENTURE; DEFINITIONS

SECTION 1.1 INTEGRAL PART. This Supplemental Indenture No. 19 constitutes an integral part of the Indenture.

SECTION 1.2 GENERAL DEFINITIONS. For all purposes of this Supplemental Indenture No. 19:

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(a) capitalized terms used herein without definition shall have the meanings specified in the Indenture;

(b) all references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture No. 19;

(c) the terms "herein", "hereof", "hereunder" and other words of similar import refer to this Supplemental Indenture No. 19; and

(d) in the event of a conflict between any definition set forth in the Indenture and any definition set forth in this Supplemental Indenture No. 19, the definition set forth in this Supplemental Indenture No. 19 shall control.

SECTION 1.3 DEFINITIONS. The following definitions shall apply to this Supplemental Indenture No. 19:

"BUSINESS DAY" means any day other than a Saturday, a Sunday or a day on which banking institutions in The City of New York are authorized or obligated by law, executive order or governmental decree to be closed.

"NOTES" means the 5.80% Notes due 2006 of the Company to which this Supplemental Indenture No. 19 relates.

ARTICLE 2

THE SERIES OF NOTES

SECTION 2.1 TITLE OF THE SECURITIES. There shall be a series of Securities designated as the "5.80% Notes due 2006" (the "NOTES").

SECTION 2.2 LIMITATION ON AGGREGATE PRINCIPAL AMOUNT; DATE OF NOTES. The aggregate principal amount of the Notes shall not initially exceed \$700,000,000 (unless the issue of such series of Notes is "reopened" pursuant to Section 7.1(h) of the Indenture (as set forth herein) by issuing additional Notes of such series, in an amount or amounts and registered in the names of such Persons as shall be set forth in any written order of the Issuer for the authentication and delivery of Notes pursuant to Section 2.5 of the Indenture). Each Note shall be dated the date of its authentication.

SECTION 2.3 PRINCIPAL PAYMENT DATE. Subject to the provisions of Section 2.6 hereof and Articles Four and Twelve of the Indenture, the principal of the Notes shall be due and payable in a single installment on August 1, 2006.

SECTION 2.4 INTEREST AND INTEREST RATE. Interest on the Notes shall

be payable semi-annually in arrears on February 1 and August 1 of each year beginning on February 1, 2002 (each, an "INTEREST PAYMENT DATE"); provided, however, that if an Interest Payment Date would otherwise be a day that is not a Business Day, such Interest Payment Date shall be the next

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succeeding Business Day, and no additional interest shall be paid in respect of such intervening period.

The interest payable on each Interest Payment Date shall be the amount of interest accrued from July 30, 2001 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, until the principal amount of the Notes has been paid or duly provided for. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

The interest rate borne by the Notes will be 5.80% per annum until the Notes are paid in full.

The interest payable on any Note which is punctually paid or duly provided for on any Interest Payment Date shall be paid to the Person in whose name such Note is registered at the close of business on January 15 or July 15 (in each case, whether or not a Business Day), respectively, immediately preceding such Interest Payment Date (each, a "REGULAR RECORD DATE"). Interest payable on any Note which is not punctually paid or duly provided for on any Interest Payment Date therefor shall forthwith cease to be payable to the Person in whose name such Note is registered at the close of business on the Regular Record Date immediately preceding such Interest Payment Date, and such interest shall instead be paid to the Person in whose name such Note is registered at the close of business on the record date established for such payment by notice by or on behalf of the Company to the Holders of the Notes mailed by first-class mail not less than 15 days prior to such record date to their last addresses as they shall appear upon the Security register, such record date to be not less than five days preceding the date of payment of such defaulted interest.

SECTION 2.5 PLACE OF PAYMENT. The place of payment where the Notes may be presented or surrendered for payment, where the principal of and interest and any other payments due on the Notes are payable, where the Notes may be surrendered for registration of transfer or exchange and where notices and demands to and upon the Company in respect of the Notes and the Indenture may be served shall be in the Borough of Manhattan, The City of New York, and the office or agency maintained by the Company for such purpose shall initially be the Corporate Trust Office of the Trustee.

At the option of the Company, interest on the Notes may be paid (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the register of Holders of the Notes or (ii) at the expense of the Company, by wire transfer to an account maintained by the Person entitled

thereto as specified in writing to the Trustee by such Person by the applicable record date.

SECTION 2.6 REDEMPTION. Subject to Section 12.1 of the Indenture, the Notes shall not be redeemable by the Company prior to maturity.

The Company shall have no obligation to redeem or purchase the Notes pursuant to any sinking fund or analogous provisions or upon the happening of any specified event or at the option of any Holder of the Notes.

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SECTION 2.7 ADDITIONAL AMOUNTS; CERTAIN TAX PROVISIONS. For purposes of the Notes, Sections 12.1 and 12.2 of the Indenture are amended in their entirety to read as follows:

SECTION 12.1. REDEMPTION UPON CHANGES IN WITHHOLDING TAXES. The Notes may be redeemed, as a whole but not in part, at the option of the Company, upon not less than 30 nor more than 60 days' notice (which notice shall be irrevocable), at a redemption price equal to 100% of the principal amount thereof, together with accrued interest, if any, to the redemption date and Additional Amounts (as defined in Section 12.2), if any, if as a result of any amendment to, or change in, the laws or regulations of Luxembourg or Bermuda or any political subdivision or taxing authority thereof or therein having power to tax (a "TAXING AUTHORITY"), or any change in the application or official interpretation of such laws or regulations which amendment or change is announced or becomes effective after the date the Notes are issued, the Company or Tyco has become or will become obligated to pay Additional Amounts, on the next date on which any amount would be payable with respect to the Notes, and such obligation cannot be avoided by the use of reasonable measures available to the Company or Tyco, as the case may be, provided, however, that (a) no such notice of redemption may be given earlier than 60 days prior to the earliest date on which the Company or Tyco, as the case may be, would be obligated to pay such Additional Amounts, and (b) at the time such notice of redemption is given, such obligation to pay such Additional Amounts remains in effect. Prior to the giving of any notice of redemption described in this paragraph, the Company shall deliver to the Trustee (i) (I) a certificate signed by two directors of the Company stating that the obligation to pay Additional Amounts cannot be avoided by the Company taking reasonable measures available to it or (II) a certificate signed by two executive officers of Tyco stating that the obligation to pay Additional Amounts cannot be avoided by Tyco taking reasonable measures available to it, as the case may be, and (ii) a written opinion of independent legal counsel to the Company or Tyco, as the case may be, of recognized standing to the effect that the Company or Tyco, as the case may be, has or will become obligated to pay Additional Amounts as a result of a change, amendment, official interpretation or application described above and that the Company or Tyco, as the case may be, cannot avoid the payment of such Additional Amounts by taking reasonable measures available to it.

SECTION 12.2. PAYMENT OF ADDITIONAL AMOUNTS. All payments made by the Company, Tyco and any other Guarantor under or with respect to the Notes and the Guarantees will be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, levies, imposts, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Taxing Authority ("TAXES"), unless the Company, Tyco or such Guarantor, as the case may be, is required to withhold or deduct Taxes by law or by the interpretation or administration thereof. In the event that the Company, Tyco or such Guarantor is required to so withhold or deduct any amount for or on account of any Taxes from any payment made under or with respect to the Notes or the Guarantees, as the case may be, the Company, Tyco or such Guarantor, as the case may be, will pay such additional amounts ("ADDITIONAL AMOUNTS") as may be necessary so that the net amount received by each Holder of Notes (including Additional Amounts) after such withholding or deduction will equal the amount that such Holder would have received if such Taxes had not been required to be withheld or deducted; provided that no Additional Amounts will be payable with respect to a payment made to a Holder of Notes to the extent:

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(a) that any such Taxes would not have been so imposed but for the existence of any present or former connection between such Holder and the Taxing Authority imposing such Taxes (other than the mere receipt of such payment, acquisition, ownership or disposition of such Notes or the exercise or enforcement of rights under such Notes, the Guarantees or this Indenture);

(b) of any estate, inheritance, gift, sales, transfer, or personal property Taxes imposed with respect to such Notes, except as otherwise provided herein;

(c) that any such Taxes would not have been so imposed but for the presentation of such Notes or Guarantees (where presentation is required) for payment on a date more than 30 days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever is later, except to the extent that the beneficiary or Holder thereof would have been entitled to Additional Amounts had the Notes or Guarantees been presented for payment on any date during such 30-day period; or

(d) that such Holder would not be liable or subject to such withholding or deduction of Taxes but for the failure to make a valid declaration of non-residence or other similar claim for exemption, if (x) the making of such declaration or claim is required or imposed by statute, treaty, regulation, ruling or administrative practice of the relevant Taxing Authority as a precondition to an exemption from, or reduction in, the relevant Taxes, and (y) at least 60 days prior to the first payment date with respect to which the Company, Tyco or such Guarantor shall apply this clause (d), the Company, Tyco or such Guarantor shall have notified all Holders of Notes in writing that they shall be required to provide such declaration or claim.

The Company, Tyco or such Guarantor, as the case may be, will also (i) make such withholding or deduction of Taxes and (ii) remit the full amount of Taxes so deducted or withheld to the relevant Taxing Authority in accordance with all applicable laws. The Company, Tyco or such Guarantor, as the case may be, will use its reasonable best efforts to obtain certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each Taxing Authority imposing such Taxes. The Company, Tyco or such Guarantor, as the case may be, will, upon request, make available to the Holders of the Notes, within 60 days after the date the payment of any Taxes so deducted or withheld is due pursuant to applicable law, certified copies of tax receipts evidencing such payment by the Company, Tyco or such Guarantor or if, notwithstanding the Company's, Tyco's or such Guarantor's efforts to obtain such receipts, the same are not obtainable, other evidence of such payments by the Company, Tyco or such Guarantor.

At least 30 days prior to each date on which any payment under or with respect to the Notes or Guarantees is due and payable, if the Company, Tyco or such Guarantor will be obligated to pay Additional Amounts with respect to such payment, the Company, Tyco or such Guarantor will deliver to the Trustee an Officers' Certificate stating the fact that such Additional Amounts will be payable, the amounts so payable and will set forth such other information as is necessary to enable such Trustee to pay such Additional Amounts to Holders of Notes on the payment date.

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In addition, the Company, Tyco or such Guarantor, as the case may be, will pay any stamp, issue, registration, documentary or other similar taxes and duties, including interest, penalties and Additional Amounts with respect thereto, payable in Luxembourg Bermuda or the United States or any political subdivision or taxing authority of or in the foregoing in respect of the creation, issue, offering, enforcement, redemption or retirement of the Notes or the Guarantees.

The foregoing provisions shall survive any termination or the discharge of the Indenture and shall apply MUTATIS MUTANDIS to any jurisdiction in which any successor Person to the Company, Tyco or such Guarantor, as the case may be, is organized or is engaged in business for tax purposes or any political subdivisions or taxing authority or agency thereof or therein; provided, however, the date on which such Person becomes a successor to the Company, Tyco or such Guarantor, as the case may be, shall be substituted for the date on which the series of Notes was issued.

Whenever in the Indenture, the Notes or the Guarantees there is mentioned, in any context, the payment of principal (and premium, if any), redemption price, interest or any other amount payable under or with respect to any Notes or Guarantees, such mention shall be deemed to include mention of the payment of Additional Amounts to the extent that, in such context, Additional

Amounts are, were or would be payable in respect thereof.

SECTION 2.8 DENOMINATION. The Notes shall be issued in denominations of \$1,000 and integral multiples thereof.

SECTION 2.9 CURRENCY. Principal and interest on the Notes shall be payable in United States dollars.

SECTION 2.10 NOTES TO BE ISSUED IN GLOBAL FORM: EXCHANGE FOR CERTIFICATED NOTES. The Notes will be initially represented by one or more Notes in global form (the "GLOBAL NOTE"). The Company hereby designates The Depository Trust Company as the initial Depository for the Global Note. The Global Note will be deposited with the Trustee, as custodian for the Depository. Unless and until it is exchanged in whole or in part for Notes in certificated form, the Global Note may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository for the Notes or a nominee of such successor Depository. The Depository may surrender the Global Note in exchange in whole or in part for Notes in certificated form on such terms as are acceptable to the Company and Depository.

The Company may at any time in its sole discretion determine that all or any portion of the Notes shall no longer be represented by a Note or Notes in global form. In such event the Company shall execute, and the Trustee, upon receipt of a written Company order (pursuant to Section 2.5 of the Indenture) for the authentication and delivery of certificated Notes of like tenor, shall authenticate and deliver Notes of like tenor in certificated form, in authorized denominations and in an aggregate principal amount equal to the applicable principal amount of the Global Note, in exchange for such Global Note (or the applicable portion thereof).

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SECTION 2.11 FORM OF NOTES. The Notes shall be substantially in the form attached as Exhibit A hereto.

SECTION 2.12 DEFEASANCE AND COVENANT DEFEASANCE. The provisions of Article Nine of the Indenture shall apply to the Notes.

SECTION 2.13 ISSUANCE OF ADDITIONAL NOTES. For purposes of the Notes, Section 7.1 of the Indenture is hereby amended by inserting therein a new Section 7.1(h) to read as follows:

"(h) to issue additional Securities of any series in the future pursuant to Section 2.5 of this Indenture; PROVIDED, that such additional Securities have the same terms as, and be deemed part of the same series as, the applicable series of Securities issued hereunder."

SECTION 2.14 DEFINITION OF PERMITTED SUBSIDIARY INDEBTEDNESS. Clause (vi) of the definition of "Permitted Subsidiary Indebtedness" in Section 1.1 of the Indenture is amended by inserting after the phrase "Acquired Indebtedness that by its terms is not" the following phrase:

", at the time it becomes Acquired Indebtedness or within 180 days thereafter,"

SECTION 2.15 DEFINITION OF RESTRICTED SUBSIDIARY. The definition of "Restricted Subsidiary" in Section 1.1 of the Indenture is amended in its entirety to read as follows:

""RESTRICTED SUBSIDIARY" means any Subsidiary of the Company which owns or leases a Principal Property."

ARTICLE 3

MISCELLANEOUS PROVISIONS

SECTION 3.1 ADOPTION, RATIFICATION AND CONFIRMATION. The Indenture, as supplemented and amended by this Supplemental Indenture No. 19, is in all respects hereby adopted, ratified and confirmed.

SECTION 3.2 COUNTERPARTS. This Supplemental Indenture No. 19 may be executed in any number of counterparts, each of which when so executed shall be deemed an original; and all such counterparts shall together constitute but one and the same instrument.

SECTION 3.3 GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE NO. 19, EACH NOTE AND EACH GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CHOICE OF LAW PRINCIPLES THEREOF.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 19 to be duly executed as of the day and year first written above.

TYCO INTERNATIONAL GROUP S.A.

By:

Name: Michelangelo Stefani
Title: Managing Director

TYCO INTERNATIONAL LTD.

By:

Name: Mark H. Swartz
Title: Executive Vice President
Chief Financial Officer

THE BANK OF NEW YORK, as Trustee

By:

Name:
Title:

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EXHIBIT A

[FORM OF FACE OF GLOBAL NOTE]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer 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 is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Unless and until it is exchanged in whole or in part for Notes in definitive registered form, this Note may not be transferred except as a whole by the Depository to the nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

TYCO INTERNATIONAL GROUP S.A.

5.80% Note due 2006

No.

\$

CUSIP:

TYCO INTERNATIONAL GROUP S.A., a Luxembourg company (the "ISSUER"), for value received, hereby promises to pay to CEDE & CO. or registered assigns, the principal sum of \$ _____ on August 1, 2006, at the office or agency of the Issuer in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay semi-annually in arrears on February 1 and August 1 of each year (each, an "INTEREST PAYMENT DATE"; provided, however, that if an Interest Payment Date would otherwise be a day that is not a Business Day, such Interest Payment Date shall be the next succeeding Business Day but no additional interest shall be paid in respect of such intervening period), commencing February 1, 2002, the amount of interest on said principal sum at said office or agency, in like coin or currency, at the rate per annum specified in the title of this Note, from July 30, 2001 or from the most recent Interest Payment Date to which interest has been paid or duly provided for until said principal sum has been paid or duly provided for. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. For purposes of this Note, "BUSINESS DAY" means any day other than a Saturday, a Sunday or a day on which banking institutions in The City of New York are authorized or obligated by law, regulation or executive order to be closed.

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The interest payable on any Interest Payment Date which is punctually paid or duly provided for on such Interest Payment Date will be paid to the Person in whose name this Note is registered at the close of business on January 15 or July 15 (in each case, whether or not a Business Day), as the case may be (each, a "REGULAR RECORD DATE"), immediately preceding such Interest Payment Date. Interest payable on this Note which is not punctually paid or duly provided for on any Interest Payment Date therefor shall forthwith cease to be payable to the Person in whose name this Note is registered at the close of business on the Regular Record Date immediately preceding such Interest Payment Date, and such interest shall instead be paid to the Person in whose name this Note is registered at the close of business on the record date established for such payment by notice by or on behalf of the Issuer to the Holders of the Notes mailed by first-class mail not less than 15 days prior to such record date to their last addresses as they shall appear upon the Security register, such record date to be not less than five days preceding the date of payment of such defaulted interest. At the option of the Issuer, interest on the Notes may be paid (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the register of Holders of the Notes or (ii) at the expense of the Issuer, by wire transfer to an account maintained by the Person entitled thereto as specified in writing to the Trustee by such Person by the applicable record date of the Notes.

Reference is made to the further provisions of this Note 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.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee under the Indenture referred to on the reverse hereof.

IN WITNESS WHEREOF, TYCO INTERNATIONAL GROUP S.A. has caused this instrument to be signed by its duly authorized Managing Directors.

Dated:

TYCO INTERNATIONAL GROUP S.A.

By: _____
Name:
Title:

By: _____
Name:
Title:

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TRUSTEE'S CERTIFICATE OF AUTHENTICATION

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

Dated:

THE BANK OF NEW YORK,
as Trustee

By: _____
Authorized Signatory

GUARANTEE

For value received, TYCO INTERNATIONAL LTD. hereby absolutely, unconditionally and irrevocably guarantees to the holder of this Note the payment of principal of, and interest on, the Note upon which this Guarantee is endorsed in the amounts and at the time when due and payable whether by declaration thereof, or otherwise, and interest on the overdue principal and interest, if any, of such Note, if lawful, and the payment or performance of all other obligations of the Issuer under the Indenture or the Notes, to the holder of such Note and the Trustee, all in accordance with and subject to the terms and limitations of such Note and Article Thirteen of the Indenture. This Guarantee will not become effective until the Trustee duly executes the certificate of authentication on this Note. This Guarantee shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles thereof. All references in this Guarantee to interest shall include any Additional Amounts.

Dated:

TYCO INTERNATIONAL LTD.

By: _____
 Name:
 Title:

TYCO INTERNATIONAL GROUP S.A.

5.80% Note due 2006

1. INDENTURE. (a) This Note is one of a duly authorized issue of notes of the Issuer (hereinafter called the "NOTES") of a series designated as the 5.80% Notes due 2006 of the Issuer, initially limited in aggregate principal amount to \$700,000,000, all issued or to be issued under and pursuant to an indenture, dated as of June 9, 1998, as amended and supplemented by Supplemental Indenture No. 19, dated as of July 30, 2001 (as so amended and supplemented, the "INDENTURE"), among the Issuer, Tyco International Ltd. ("TYCO") and The Bank of New York, as Trustee (herein called the "TRUSTEE"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Issuer, Tyco, the Trustee and the Holders of the Notes.

(b) Other debentures, notes, bonds or other evidences of indebtedness (together with the Notes, hereinafter called the "Securities") may be issued under the Indenture in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different redemption provisions (if any), may be subject to different sinking, purchase or analogous funds (if any) and may otherwise vary from the Notes and each other, as in the Indenture provided.

(c) All capitalized terms used in this Note which are defined in the Indenture and not otherwise defined herein shall have the meanings assigned to them in the Indenture.

2. AMENDMENTS AND WAIVERS. (a) The Indenture contains provisions permitting the Issuer and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding of all series to be affected (voting as one class), evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities of each such series; provided, that no such supplemental indenture shall (i) extend the final maturity of any Security, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, or reduce any amount payable on redemption thereof or reduce the amount of the principal of an Original Issue Discount Security that would be due and payable upon an acceleration of the maturity thereof pursuant to Section 4.1 of the Indenture or the amount thereof provable in bankruptcy pursuant to Section 4.2 of the Indenture, or impair or affect the rights of any Holder to institute suit for the payment thereof, without the consent of the Holder of each Security so affected, or (ii) reduce the aforesaid percentage of Securities, the Holders of which are required to consent to any such supplemental indenture, without the consent of the Holder of each Security affected.

(b) It is also provided in the Indenture that, with respect to certain defaults or Events of Default regarding the Securities of any series, prior to any declaration accelerating the maturity of such Securities, the Holders of a majority in aggregate principal amount Outstanding

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of the Securities of such series (or, in the case of certain defaults or Events of Default, all or certain series of the Securities) may on behalf of the Holders of all the Securities of such series (or all or certain series of the Securities, as the case may be) waive any such past default or Event of Default and its consequences. The preceding sentence shall not, however, apply to a default in the payment of the principal of, premium, if any, or interest on any of the Securities. Any such consent or waiver by the Holder of this Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Note and any Notes which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Note or such other Notes.

3. OBLIGATION TO PAY PRINCIPAL, PREMIUM, IF ANY, AND INTEREST. No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, Tyco or any other obligor on the Notes, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Note in the manner, at the respective times, at the rate, at the place and in the coin or currency herein prescribed.

4. REDEMPTION. Subject to Section 12.1 of the Indenture, the Notes shall not be redeemable by the Company prior to maturity.

5. CERTAIN COVENANTS. The Indenture restricts the Issuer's ability to merge, consolidate or sell substantially all of its assets. In addition, the Issuer is obliged to abide by certain covenants, including covenants limiting the amount of liens it may incur, as well as its ability to enter into sale and leaseback transactions, a covenant limiting the ability of its subsidiaries to incur indebtedness, and a covenant requiring it to pay or discharge all taxes, all as more fully described in the Indenture. All of such covenants are subject to the covenant defeasance procedures outlined in the Indenture.

6. EFFECT OF EVENT OF DEFAULT. If an Event of Default shall have occurred and be continuing under the Indenture, the principal hereof may be declared, and upon such declaration shall become, due and payable in the manner, with the effect and subject to the conditions provided in the Indenture.

7. DEFEASANCE. The Indenture contains provisions for defeasance and covenant defeasance at any time of the indebtedness on this Note upon compliance by the Issuer with certain conditions set forth therein.

8. DENOMINATIONS; TRANSFER. (a) The Notes are issuable in registered form without coupons in denominations of \$1,000 and any multiple of \$1,000 at the office or agency of the Issuer in the Borough of Manhattan, The City of New York, and in the manner and subject to the limitations provided in the Indenture.

(b) Upon due presentment for registration of transfer of this Note

at the office or agency of the Issuer in the Borough of Manhattan, The City of New York, a new Note or Notes of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange therefor, subject to the limitations provided in the Indenture. This Note may also be surrendered for exchange at the aforesaid office or agency for Notes in other authorized denominations in an equal aggregate principal amount. No service charge shall be

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made for any registration of transfer or any exchange of the Notes, except that the Issuer may require payment of any tax or other governmental charge imposed in connection therewith.

(c) A certificate in global form representing all of a portion of the Notes may not be transferred except as a whole by the Depositary for such series to a nominee of such Depositary or by a nominee of such Depositary to such Depositary or another nominee of such Depositary or by such Depositary or any such nominee to a successor Depositary for such Notes or a nominee of such successor Depositary.

9. HOLDER AS OWNER. The Issuer, Tyco, the Trustee and any authorized agent of the Issuer, Tyco or the Trustee may deem and treat the registered Holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment of, or on account of, the principal hereof and, subject to the provisions on the face hereof, interest hereon, and for all other purposes, and none of the Issuer, Tyco or the Trustee or any authorized agent of the Issuer, Tyco or the Trustee shall be affected by any notice to the contrary.

10. NO LIABILITY OF CERTAIN PERSONS. No recourse under or upon any obligation, covenant or agreement of the Issuer or Tyco in the Indenture or any indenture supplemental thereto or in any Note, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, or any past, present or future shareholder, officer or director, as such, of the Issuer, Tyco or of any successor corporation of either of them, either directly or through the Issuer, Tyco or any successor corporation, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance hereof and as part of the consideration for the issue hereof.

11. GUARANTEES. The payment and performance of all obligations of the Issuer under the Indenture and this Note are fully and unconditionally guaranteed to the holder of this Note by Tyco, as provided in the related Guarantee and the Indenture.

12. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK GOVERN THE INDENTURE AND THIS NOTE (AND THE GUARANTEE ENDORSED HEREON).

13. ADDITIONAL AMOUNTS. The Issuer and Tyco are obligated to pay Additional Amounts on this Note to the extent provided in Article Twelve of the Indenture.

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

PLEASE INSERT TAXPAYER
IDENTIFICATION NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE

the within Note of Tyco International Group S.A. and all rights thereunder and hereby irrevocably constitutes and appoints such person attorney to transfer such Note on the books of Tyco International Group S.A., with full power of substitution in the premises.

Dated:

Signature

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. THE SIGNATURE SHOULD BE GUARANTEED BY A COMMERCIAL BANK OR TRUST COMPANY, A MEMBER ORGANIZATION OF A NATIONAL STOCK EXCHANGE OR BY SUCH OTHER ENTITY WHOSE SIGNATURE IS ON FILE WITH AND ACCEPTABLE TO THE TRANSFER AGENT.

[APPLEBY SPURLING & KEMPE LETTERHEAD]

1 August 2001

Tyco International Ltd.
The Zurich Centre, Second Floor
90 Pitts Bay Road
Pembroke HM 08
Bermuda

RE: REGISTRATION STATEMENT ON FORM S-3

Ladies and Gentlemen:

We have acted as Bermuda counsel to Tyco International Ltd., a Bermuda company ("Tyco"), in connection with the issuance of its full and unconditional guarantees (the "Guarantees") of \$500,000,000 aggregate principal amount of Floating Rate Notes due 2003 (the "2003 Floating Rate Notes"), \$600,000,000 aggregate principal amount of 4.95% Notes due 2003 (the "2003 Fixed Rate Notes") and \$700,000,000 aggregate principal amount of 5.80% Notes due 2006 (the "2006 Notes" and, together with the 2003 Floating Rate Notes and the 2003 Fixed Rate Notes, the "Notes") issued by Tyco International Group S.A. (the "Company") pursuant to the indenture dated as of 9 June 1998, as supplemented by supplemental indentures nos. 17, 18 and 19, each dated as of 30 July 2001 (as supplemented, the "Indenture"), among the Company, Tyco and The Bank of New York, as trustee. The Notes were issued in accordance with the terms of an underwriting agreement dated 24 July 2001 (the "Underwriting Agreement") among the Company, Tyco and the underwriters named in Schedule I thereto.

The Company and Tyco filed a registration statement on Form S-3 on 18 August 2000 (as amended, the "Initial Registration Statement") (File Nos. 333-44100 and 333-44100-01) with the Securities and Exchange Commission that included a base prospectus which set forth the general terms of the Notes and Guarantees. The Company and Tyco filed an additional registration statement on Form S-3 on 24 July 2001 (the "Additional Registration Statement" and, together with the Initial Registration Statement, the "Registration Statement"), pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Securities Act"). In connection with the offering of the Notes and Guarantees, the Company and Tyco prepared a prospectus supplement dated 24 July 2001 in accordance with Rule 424(b) under the Securities Act, which provides the specific terms of the offering (the "Prospectus Supplement").

For the purposes of this opinion we have examined and relied upon the documents listed, and in some cases defined, in the Schedule to this opinion (the "Documents").

ASSUMPTIONS

In stating our opinion we have assumed:

- (a) the authenticity, accuracy and completeness of all Documents submitted to us as originals and the conformity to authentic original Documents of all Documents submitted to us as certified, conformed, notarised, faxed or photostatic copies;
 - (b) the genuineness of all signatures on the Documents;
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- (c) that any factual statements made in any of the Documents are true, accurate and complete;
 - (d) that the records which were the subject of the Company Search were complete and accurate at the time of such search and disclosed all information which is material for the purposes of this opinion and such information has not since the date of the Company Search been materially altered; and
 - (e) that the records which were the subject of the Litigation Search were complete and accurate at the time of such search and disclosed all information which is material for the purposes of this opinion and such information has not since the date of the Litigation Search been materially altered.

OPINION

Based upon and subject to the foregoing, and subject to the reservations mentioned below and to any matters not disclosed to us, we are of the opinion:

1. Tyco is a limited liability company validly organized and existing and in good standing under the laws of Bermuda.
2. Tyco has duly authorised the execution, delivery and issuance of the Guarantees in accordance with the provisions of the Indenture and the provisions of the Underwriting Agreement, and all necessary action required to be taken by Tyco pursuant to Bermuda law has been taken by or on behalf of Tyco for the issue by Tyco of the Guarantees.
3. No filing with, or authorisation, approval, consent, licence, order, registration, qualification or decree of, any court or governmental authority or agency in Bermuda is necessary or required to be made or obtained by Tyco in connection with the issuance by Tyco of the Guarantees.
4. There are no taxes, duties, or other charges payable to or chargeable by the Government of Bermuda, or any authority or agency thereof, in respect of the issue by Tyco of the Guarantees.

RESERVATIONS

We have the following reservations:

- (1) We are admitted to practise law in the Islands of Bermuda and we express no opinion as to any law other than Bermuda law, and none of the opinions expressed herein relates to compliance with or matters governed by the laws of any jurisdiction except Bermuda. This opinion is limited to Bermuda law as applied by the courts of Bermuda at the date hereof.
- (2) Any reference in this opinion to Tyco being in "good standing" shall mean for the purposes of this opinion that it has been issued a Certificate of Compliance by the Registrar of Companies as at the date hereinbefore mentioned.

DISCLOSURE

This opinion is addressed to you in connection with the filing by Tyco and the Company of this Post-Effective Amendment No. 2 to the Initial Registration Statement and Post-Effective Amendment No. 1 to the Additional Registration Statement with the Securities and Exchange Commission.

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We consent to the inclusion of this opinion as an exhibit to the Post-Effective Amendments to the Registration Statement. We also consent to the reference to our firm under the caption "Legal Matters" in the Prospectus included as part of the Registration Statement and in the Prospectus Supplement.

This opinion is to be governed by and construed in accordance with the laws of Bermuda and shall not give rise to legal proceedings in any jurisdiction other than Bermuda.

Yours faithfully,
/s/ APPLEBY SPURLING & KEMPE
Appleby Spurling & Kempe

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SCHEDULE

- (i) A Certificate of Compliance issued by the Ministry of Finance on 30 July 2001 in respect of Tyco;
- (ii) Certified copies of the Certificate of Incorporation, Memorandum of Association and Bye-laws of Tyco;
- (iii) A copy of the Registration Statement, excluding the documents incorporated by reference therein;
- (iv) Copies of the pages of the Registration Statement as initially filed signed by all of the Directors of Tyco (the "Signature Pages");

- (v) A copy of the Prospectus Supplement;
- (vi) A copy of the Indenture including exhibits thereto;
- (vii) A copy of the Guarantees dated 30 July 2001 as issued by Tyco;
- (viii) A copy of the Underwriting Agreement;
- (ix) The entries and filings shown in respect of Tyco on the file of the Tyco maintained in the Register of Companies at the office of the Registrar of Companies in Hamilton, Bermuda, as revealed by a search on 30 July 2001 (the "Company Search"); and
- (x) The entries and filings shown in the Supreme Court Causes Book maintained at the Registry of the Supreme Court in Hamilton, Bermuda, as revealed by a search on 30 July 2001 in respect of Tyco (the "Litigation Search").

[BEGHIN & FEIDER IN ASSOCIATION WITH ALLEN & OVERY LETTERHEAD]

Tyco International Group S.A.
6, avenue Emile Reuter
Second Floor
L- 2420 Luxembourg

Luxembourg, August 1, 2001

Ladies and Gentlemen:

We have acted as legal advisers in the Grand-Duchy of Luxembourg ("Luxembourg") to Tyco International Group S.A. (the "Company"), a limited liability company (SOCIETE ANONYME) now organized under the laws of Luxembourg but formerly a company named "Velum Limited" organized under the laws of Gibraltar which transferred its registered and principal office to Luxembourg on March 30, 1998. We are giving this opinion in connection with the Company's issuance of \$500,000,000 aggregate principal amount of Floating Rate Notes due 2003 (the "2003 Floating Rate Notes"), \$600,000,000 aggregate principal amount of 4.95% Notes due 2003 (the "2003 Fixed Rate Notes") and \$700,000,000 aggregate principal amount of 5.80% Notes due 2006 (the "2006 Notes" and, together with the 2003 Floating Rate Notes and the 2003 Fixed Rate Notes, the "Notes") pursuant to the indenture dated as of June 9, 1998, as supplemented by supplemental indentures nos. 17, 18 and 19, each dated as of July 30, 2001 (as supplemented, the "Indenture"), among the Company, Tyco International Ltd. ("Tyco") and The Bank of New York, as trustee (the "Trustee"). The Notes were issued in accordance with the terms of an underwriting agreement dated July 24, 2001 (the "Underwriting Agreement") among the Company, Tyco and the underwriters named in Schedule I thereto. In connection with such issuance, Tyco issued its full and unconditional guarantees (the "Guarantees") of the Notes.

The Company and Tyco filed a registration statement on Form S-3 on August 18, 2000 (as amended, the "Initial Registration Statement") (File Nos. 333-44100 and 333-44100-01) with the Securities and Exchange Commission that included a base prospectus which set forth the general terms of the Notes and Guarantees. The Company and Tyco filed an additional registration statement on Form S-3 on July 24, 2001 (the "Additional Registration Statement" and, together with the Initial Registration Statement, the "Registration Statement"), pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Securities Act"). In connection with the offering of the Notes and Guarantees, the Company and Tyco prepared a prospectus supplement dated July 24, 2001 in accordance with Rule 424(b) under the Securities Act, which provides the specific terms of the offering (the "Prospectus Supplement").

We have examined copies of the following documents:

(a) a faxed copy of the Notes;

(b) a faxed copy of the Underwriting Agreement;

(c) a faxed copy of the Indenture (the document under (a) through (c) are collectively hereinafter referred to as the "Transaction Documents");

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(d) the Registration Statement and the Prospectus Supplement (the Transaction Documents and the Registration Statement and Prospectus Supplement are collectively hereinafter referred to as the "Documents");

(e) a copy of the articles of association of the Company in their version of March 30, 1998, filed with the Luxembourg Company Register on April 22, 1998 and published in the Official Gazette (Memorial) C-No. 474 of June 29, 1998; an amendment to the articles of association of the Company by way of a notarial deed dated July 6, 1998 and published in the Official Gazette (Memorial) C-No. 733 of October 10, 1998; an amendment to the articles of association of the Company by way of a notarial deed dated October 22, 1998, published in the Official Gazette (Memorial) C-No. 44 of January 26, 1999; an amendment to the articles of association of the Company by way of a notarial deed dated December 4, 1998, published in the Official Gazette (Memorial) C-No. 144 of March 5, 1999; and an amendment to the articles of association of the Company by way of a notarial deed dated June 14, 1999, and published in the Official Gazette (Memorial) C-No. 692 of March 16, 1999; and

(f) a faxed copy of the minutes of the board of directors' resolutions of the Company dated July 30, 2001 (the "Resolutions") resolving INTER ALIA the issuance of the Notes, the preparation of the Prospectus Supplement and the execution and delivery and performance of the Transaction Documents.

For the purposes of this opinion, we have assumed with your consent, and we have not verified independently, the following:

(i) that all the copies we have examined are authentic, complete and accurate copies of the originals and that the Documents submitted to us as certified, conformed, notarised or photostatic copies are conformed to the authentic original;

(ii) the genuineness and authority of all the signatures, stamps and seals on all original or copy documents which we have examined;

(iii) the due and valid authorization, execution and delivery of the Documents by all the parties thereto (other than the Company), as well as the power, authority, capacity and legal right of all the parties thereto (other than the Company) to enter into, execute, deliver and perform their respective obligations thereunder, and compliance with all applicable laws and regulations, other than Luxembourg law;

(iv) that all authorizations and consents of any country other than

Luxembourg which may be required in connection with the execution, delivery and performance of the Documents and any other documents required in respect of the offering of the Notes have been or will be obtained;

(v) that the Notes will not be offered to the public in Luxembourg;

(vi) that the Transaction Documents constitute the legal, valid and binding obligations of the parties thereto (other than the Company) under the laws of the jurisdiction of its incorporation or of its principal office or of its principal place of establishment;

(vii) that the Transaction Documents will effect, and will constitute legal, valid and binding obligations of each of the parties thereto (other than the Company), enforceable in accordance with their terms, under the laws of the State of New York by which they are expressed to be governed;

(viii) that, in so far as any obligation under, or action to be taken under any of the Transaction Documents is required to be performed or taken in any jurisdiction outside

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Luxembourg, such action has been or will be taken and the performance of such obligation or the taking of such action will constitute a valid and binding obligation of each of the parties thereto under the laws of that jurisdiction and will not be illegal by virtue of the laws of that jurisdiction; and

(ix) that there are no provisions of the laws of any jurisdiction outside Luxembourg which would have any negative impact on the opinions we express in this legal opinion.

Subject to the assumptions made above and the qualifications set forth below, we are of the opinion as at the date hereof that:

(1) The Company is a limited liability company validly organized and existing under the laws of Luxembourg and has all requisite corporate power and authority to issue the Notes.

(2) The Notes have been duly authorized, executed and delivered by the Company and all the necessary authorizations and approvals of government authorities in Luxembourg (if any) have been duly obtained for the issuance by the Company of the Notes.

(3) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency in Luxembourg was necessary or required to be made or obtained by Tyco or the Company in connection with the Company's issuance of the Notes.

(4) There are no taxes, duties, or other charges payable to or

chargeable by the Government of Luxembourg, or any authority or agency thereof, in respect of the Company's issuance of the Notes.

The above opinions are subject to the following qualifications:

a) Although this is rarely done in practice, if any or all agreements, the Post-Effective Amendment No. 2 to the Initial Registration Statement, the Post-Effective Amendment No. 1 to the Additional Registration Statement or the Prospectus Supplement were produced in Luxembourg proceedings or in front of a Luxembourg official authority, the court could order the registration thereof, in which case a fixed duty of LUF 500 or an AD VALOREM tax would be payable at the rate of 0.24 per cent., unless production was made in an enforceability claim under the provisions of the European Convention on Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters signed at Brussels on September 27, 1968, as amended.

b) This opinion is limited to matters of Luxembourg law only and we express no opinion other than with respect to Luxembourg law under the assumptions and reservations made hereunder.

c) This opinion is as of this date and we undertake no obligation to update it or advise of changes hereafter occurring. We express no opinion as to any matters other than those expressly set forth herein, and no opinion is, or may be, implied or inferred herefrom.

It should be noted that there are always irreconcilable differences between languages making it impossible to guarantee a totally accurate translation or interpretation. In particular, there are always some legal concepts which exist in one jurisdiction and not in another, and in those cases it is bound to be difficult to provide a completely satisfactory translation or interpretation because the vocabulary is missing from the language.

This opinion shall be construed in accordance with Luxembourg law and Luxembourg legal concepts are expressed in English terms and not in their original French terms. The concepts concerned

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may not be identical to the concepts described by the same English terms as they exist under the laws of other jurisdictions.

This opinion may, therefore, only be relied upon under the express condition that any issues of interpretation arising thereunder will be governed by Luxembourg law and be brought before a Luxembourg court. Nothing in this opinion should be taken as expressing an opinion in respect of any representations or warranties, or other information, contained in the Prospectus included in the Registration Statement, the Prospectus Supplement or any other document examined in connection with the opinion except as expressly confirmed herein.

We hereby consent to the inclusion of the opinion as an exhibit to the Post-Effective Amendment No. 2 to the Initial Registration Statement and

Post-Effective Amendment No. 1 to the Additional Registration Statement. We also consent to the reference to our firm under the caption "Legal Matters" in the Prospectus included as part of the Registration Statement and in the Prospectus Supplement.

Yours faithfully,

BEGHIN & FEIDER
in association with
ALLEN & OVERY
/s/ MARC FEIDER
Marc Feider

WILMER, CUTLER & PICKERING

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August 1, 2001

Tyco International Ltd.
The Zurich Centre, Second Floor
90 Pitts Bay Road
Pembroke HM 08
Bermuda

Tyco International Group S.A.
6, avenue Emile Reuter
Second Floor
L- 2420 Luxembourg

Ladies and Gentlemen:

We have acted as United States securities counsel to Tyco International Group S.A., a Luxembourg company (the "Company"), and Tyco International Ltd., a Bermuda company ("Tyco"), in connection with the Company's issuance of \$500,000,000 aggregate principal amount of Floating Rate Notes due 2003 (the "2003 Floating Rate Notes"), \$600,000,000 aggregate principal amount of 4.95% Notes due 2003 (the "2003 Fixed Rate Notes") and \$700,000,000 aggregate principal amount of 5.80% Notes due 2006 (the "2006 Notes" and, together with the 2003 Floating Rate Notes and the 2003 Fixed Rate Notes, the "Notes") pursuant to the Underwriting Agreement, dated July 24, 2001 (the "Underwriting Agreement"), among the Company, Tyco and the underwriters named in Schedule I thereto (the "Underwriters"). In connection with such issuance, Tyco issued its full and unconditional guarantees of the Notes (the "Guarantees").

The Company and Tyco filed a registration statement on Form S-3, File Nos. 333-44100 and 333-44100-01 (as amended, the "Initial Registration Statement") with the Securities and Exchange Commission (the "Commission") that included a base prospectus which set forth the general terms of the Notes and Guarantees. The Company and Tyco filed an additional registration statement on Form S-3, File Nos. 333-65722 and 333-65722-01 (the "Additional Registration Statement" and, together with the Initial Registration Statement, the "Registration Statement"), pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Securities Act"). In connection with the offering of the Notes and Guarantees, the Company and Tyco prepared a prospectus supplement dated July 24, 2001 in accordance with Rule 424(b) under the Securities Act which provides the specific terms of the offering (the "Prospectus Supplement").

We have examined (i) the form of Senior Indenture filed as Exhibit 4.1 to Post-Effective Amendment No. 1 to the Registration Statement dated June 9, 1998; (ii) Supplemental Indenture No. 17, dated as of July 30, 2001, among the Company, Tyco and The Bank of New York, as Trustee, relating to the 2003 Floating Rate Notes; (iii) Supplemental Indenture No. 18, dated as of July 30,

2001, among the Company, Tyco and The Bank of New York, as Trustee, relating to the 2003 Fixed Rate Notes; (iv) Supplemental Indenture No. 19, dated as of July 30, 2001, among the Company, Tyco and The Bank of New York, as Trustee, relating to the 2006 Notes; (together with the Senior Indenture, Supplemental Indenture No. 17, Supplemental Indenture No. 18 and Supplemental Indenture No. 19, the "Indenture"); (iv) the Registration Statement; (v) the Prospectus Supplement;

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Tyco International Ltd.

Tyco International Group S.A.

August 1, 2001

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(vi) the Trustee's Statement of Eligibility and Qualification under the Trust Indenture Act of 1939, as amended on Form T-1; (vii) the form of the Notes; (viii) the form of Guarantees; (ix) originals, photocopies or conformed copies of all such records of Tyco, the Company and their subsidiaries, all such agreements and certificates of public officials; (x) the Underwriting Agreement and such other documents as we have deemed relevant and necessary as a basis for the opinion hereinafter expressed. In addition, we have examined and relied upon the opinions of Appleby Spurling & Kempe, Bermuda counsel to Tyco, with respect to the authorization of Tyco to issue the Guarantees, and Beghin & Feider in association with Allen & Overy, Luxembourg counsel to the Company, with respect to the Company's authorization to issue the Notes.

Based upon and subject to the foregoing, we are of the opinion that:

1. Assuming the Notes have been authenticated by the Trustee and delivered in accordance with the provisions of the Indenture and the provisions of the Underwriting Agreement, the Notes are valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as such enforcement is subject to any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws affecting creditors' rights generally and general principles of equity, regardless of whether enforceability is considered in a proceeding at law or in equity.

2. Assuming the Indenture has been duly authorized, executed and delivered by the Trustee, the Indenture is a valid and binding agreement, enforceable against the Company and Tyco in accordance with its terms, except as such enforcement is subject to any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting creditors' rights generally and general principles of equity, regardless of whether enforceability is considered in a proceeding at law or in equity.

3. The Guarantees are valid and binding obligations of Tyco, enforceable against Tyco in accordance with their terms, except as such enforcement is subject to any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting creditors' rights generally and general principles of equity, regardless of whether enforceability is considered in a proceeding at law or in equity.

We hereby consent to the filing of this opinion as an exhibit to this Post-Effective Amendment No. 2 to the Initial Registration Statement and Post-Effective No. 1 to the Additional Registration Statement and to the statements made with respect to us under the caption "Legal Matters" in the Prospectus included as part of the Registration Statement and in the Prospectus Supplement.

In rendering the foregoing opinion, we do not express an opinion concerning any laws other than the laws of the State of New York and the federal laws of the United States of America.

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Sincerely,

WILMER, CUTLER & PICKERING

By: /s/ MEREDITH B. CROSS

Meredith B. Cross, a partner

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