

DGT HOLDINGS CORP.

FORM S-3

(Securities Registration Statement (simplified form))

Filed 07/14/95

Address	100 PINE AIRE DRIVE BAY SHORE, NY 11706
Telephone	631 231-6400
CIK	0000027748
Symbol	DGTC
SIC Code	3679 - Electronic Components, Not Elsewhere Classified
Industry	Medical Equipment & Supplies
Sector	Healthcare
Fiscal Year	07/31

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-3

REGISTRATION STATEMENT

Under

THE SECURITIES ACT OF 1933

DEL ELECTRONICS CORP.

(Exact name of registrant as specified in its charter)

New York

13-1784308

(State or other jurisdiction
of incorporation or
organization)

(I.R.S. Employer
Identification No.)

One Commerce Park, Valhalla, NY 10595 (914) 686-3600

(Address, including zip code, and telephone number, including area
code, of registrant's principal executive offices)

Leonard A. Trugman

Chairman, Chief Executive Officer and President
Del Electronics Corp.

One Commerce Park, Valhalla, NY 10595 (914) 686-3600

(Name, address, including zip code, and telephone number, including area code,
of agent for service)

Copies to:

Martin M. Goldwyn, Esq.
Tashlik, Kreutzer &
Goldwyn P.C.
833 Northern Boulevard
Great Neck, NY 11021
(516) 466-8005

Paul E. Gelbard, Esq.
Bachner, Tally, Polevoy &
Misher
380 Madison Avenue
New York, NY 10017
(212) 687-7000

Approximate date of commencement of proposed sale to public: As soon as

practicable after this Registration Statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please 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.

Calculation of Registration Fee

Title of each Class of Securities to be registered	Amount to be registered	Proposed maximum offering price per share (1)	Proposed maximum aggregate offering price (1)	Amount Registration Fee
Warrants to Purchase Shares of Common Stock	321,574 Warrants	\$0.28 (2)	\$ 90,040.72	\$ 31.05
Shares of Common Stock, \$.10 par value underlying Warrants	321,574 Shares	\$5.78	\$1,858,697.72	\$ 640.93
Shares of Common Stock, \$.10 par value	231,655 Shares	\$5.78	\$1,338,965.90	\$ 461.71
Total	321,574 Warrants 553,229 Shares			\$1,133.69

(1) Estimated solely for the purpose of calculating the registration fee, pursuant to Rule 457(c), under the Securities Act of 1933 on the basis of the average of the high and low prices per share of the Registrant's Common Stock as reported on the American Stock Exchange on July 10, 1995.

(2) Represents the difference between the highest exercise price of the Warrants and the average of the high and low prices per share of the Common Stock.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

DEL ELECTRONICS CORP.

Cross Reference Sheet

Between Items in Part I of the Registration Statement (Form S-3) and
Prospectus Pursuant to Item 501 of Regulation S-K

Item of Form S-3 -----	Location in Prospectus -----
1. Forepart of the Registration Statement and Outside Front Cover Page of Prospectus.....	Facing sheet of Registration Statement; Cross Reference Sheet; Outside Front Cover Page
2. Inside Front and Outside Back Cover Pages of Prospectus.....	Available Information; Incorporation of Certain Documents by Reference; Inside Front Cover Page
3. Summary Information, Risk Factors and Ratio of Earnings to Fixed Charges.....	Prospectus Summary, The Company
4. Use of Proceeds.....	*
5. Determination of Offering Price.....	*
6. Dilution.....	*
7. Selling Security Holders.....	Selling Shareholders
8. Plan of Distribution.....	Plan of Distribution; Outside Front Cover Page
9. Description of Securities to be Registered.....	Description of Capital Stock
10. Interests of Named Experts and Counsel.....	*
11. Material Changes.....	*
12. Incorporation of Certain Information by Reference.....	Incorporation of Certain Information by Reference
13. Disclosure of Commission Position on Indemnification for Securities Act Liabilities.....	*

* Item is omitted because it is inapplicable.

Prospectus

DEL ELECTRONICS CORP.

231,655 SHARES

OF COMMON STOCK, \$.10 PAR VALUE

321,574 WARRANTS

321,574 SHARES OF COMMON STOCK UNDERLYING THE WARRANTS

All of the shares of common stock offered hereby (the "Common Stock") are being sold by the Selling Shareholders identified under the caption "Selling Shareholders" (the "Selling Shareholders").

Del Electronics Corp. (the "Company") and certain selling shareholders entered into an underwriting agreement on May 29, 1991 with Laidlaw Equities, Inc., a Selling Shareholder hereunder, in connection with a public offering of 1,060,000 shares of Common Stock of the Company. Pursuant to such underwriting agreement, the Company agreed to sell to such Selling Shareholder or its designees, 100,000 warrants (the "Warrants") in consideration of the sum of \$100. Such Selling Shareholder designated Colman Abbe, a Selling Shareholder, as a recipient of 50,000 of such Warrants. Such Warrants expire on June 4, 1996.

The Company issued to Aeroflex Incorporated, a Selling Shareholder hereunder, formerly named ARX, Inc., effective October 7, 1991, 75,000 Warrants in connection with the acquisition by the Company of certain selected inventory and selected related assets of Filtron Co., Inc., a subsidiary of such Selling Shareholder. Such Warrants expire on October 7, 1996.

The Company issued to Stanley Wunderlich, a Selling Shareholder hereunder, effective January 3, 1995, 25,000 Warrants in connection with a consulting agreement, dated January 1, 1995, between the Company and such Selling Shareholder. Such Warrants expire on December 31, 1999.

The Company issued to Chase Manhattan Investment Holdings, Inc., a Selling Shareholder hereunder, effective May 10, 1994, 30,000 Warrants in connection with a modified and restated credit agreement, dated May 10, 1994, between the Company and The Chase Manhattan Bank, N.A. Such Warrants expire on the later of

(i) July 11, 1999 and (ii) any extension of such date effected pursuant to the terms of the Warrant Agreement.

The Company issued to Chatfield Dean & Co., Russell J. Greenberg, Shail B. Sheth, Kenneth L. Greenberg, J. Shaine Gross and Rebecca L. Miller, Selling Shareholders hereunder, effective April 17, 1995, 17,500, 9,000, 3,000, 3,000, 1,500 and 1,000 Warrants, respectively, in connection with an investment banking agreement, dated April 13, 1995, between the Company and Chatfield Dean & Co. Such Warrants expire on April 16, 2000.

Each Warrant hereunder entitles the owner to purchase one share of Common Stock, \$.10 par value.

The Company issued Warrants to twelve Selling Shareholders, effective April 2, 1990, in connection with a private placement. All of such Warrants were exercised by such Selling Shareholders and the Shares issued in connection with such exercise are being registered pursuant to this Registration Statement.

In connection with the acquisition by the Company of all of the assets of Bertan Associates, Inc. on May 24, 1994, the Company issued to Lester Bertan, Howard Bertan and Karl Reuchlein 90,899, 90,899 and 18,202 shares of Common Stock, respectively.

The total number of Warrants and Shares described herein was increased to reflect various stock dividends and the exercise price of the Warrants was correspondingly reduced. The Company will not receive any of the proceeds from the sale of the Common Stock. See "Selling Shareholders" and "Description of Capital Stock".

The Common Stock of the Company is traded on the American Stock Exchange ("AMEX") under the symbol DEL. On July 10, 1995, the average of the high and low prices at which the Common Stock was quoted on the AMEX was \$5.78.

This offering is not being underwritten. The shares of Common Stock being offered hereunder may be sold from time to time by the Selling Shareholders in one or more transactions on the AMEX, in block transactions, in negotiated transactions or by a combination of such methods of offering at prevailing market prices, at prices related to prevailing market prices or negotiated prices. All of the expenses of preparing and filing the Registration Statement of which this Prospectus forms a part, estimated to be \$21,633.69 are being paid by the Company.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus is _____, 1995.

No person is authorized to give any information or to make any representations other than those contained or incorporated by reference in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorized. This Prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities other than the registered securities to which it relates. This Prospectus does not constitute an offer to sell or a solicitation of an offer to buy such securities in any circumstance in which such offer or solicitation is unlawful. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create an implication that there has been no change in the affairs of the Company since the date hereof or that the information contained or incorporated by reference herein is correct as of any time subsequent to its date.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and, in accordance therewith, files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information filed by the Company with the Commission can be inspected and copied at the public reference facilities maintained by the Commission at Room 1024, 450 Fifth Street, N.W., Judiciary Plaza, Washington, D.C. 20549, and at the following Regional Offices of the Commission: New York Regional Office, 7 World Trade Center, 13th Floor, New York, New York 10048; and Chicago Regional Office, Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511. Copies of such material may be obtained at prescribed rates from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Judiciary Plaza, Washington, D.C. 20549. The Company's securities are listed on the American Stock Exchange, Inc., and reports, proxy statements and other information concerning the Company may also be inspected at such exchange's offices at 86 Trinity Place, New York, New York 10006-1881.

This Prospectus does not contain all the information set forth in the Registration Statement on Form S-3 (the "Registration Statement") of which this Prospectus is a part, including exhibits relating thereto, which has been filed with the Commission in Washington, D.C. Copies of the Registration Statement and the exhibits thereto may be obtained, upon payment of the fee prescribed by the Commission, or may be examined without charge, at the office of the Commission.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The Company's Annual Report on Form 10-K for the fiscal year ended July 30, 1994 heretofore filed by the Company with the Commission (File No. 1-10512) pursuant to the 1934 Act, the Company's quarterly reports on Form 10-Q for the quarters ended April 29, 1995, January 28, 1995 and October 29, 1994, the Company's definitive Proxy Statement, dated January 17, 1995, and the Company's

Current Report on Form 8-K, dated June 10, 1994, as amended by Form 8-K/A, dated August 8, 1994, are hereby incorporated herein by reference.

Each document filed subsequent to the date of this Prospectus pursuant to Section 13(a), 13(c), 14 or 15(d) of the 1934 Act prior to the termination of this offering shall be deemed to be incorporated by reference in this Prospectus and to be a part hereof from the date of the filing of such documents.

The Company will provide without charge to each person, including any beneficial owner, to whom a copy of this Prospectus is delivered, upon the written or oral request of any such person, a copy of any document incorporated by reference in this Prospectus (other than exhibits unless such exhibits are expressly incorporated by reference in such documents). Requests should be directed to Del Electronics Corp., One Commerce Park, Valhalla, NY 10595, (914) 686-3600, Attention: Michael Taber, Chief Financial Officer and Secretary.

THE COMPANY

The Company is comprised of five operations that are involved in the design, manufacture and marketing of medical imaging and special electronic components for medical, industrial and defense applications and diagnostic OEM ("Original Equipment Manufacturer") equipment. These products are sold throughout the world to a broad range of OEM customers, distributors, radiologists and defense agencies.

Dynarad Corp., a wholly owned subsidiary, manufactures and markets mobile medical imaging systems, mammography equipment, portable dental x-ray units and advance neo-natal imaging systems. These cost-effective systems are utilized by hospitals, clinics, private practices, sports complexes and defense forces.

The Power Conversion Division provides standard and custom high voltage power supplies, transformers and custom low voltage power supplies. These products are sold to medical, commercial and defense customers. Medical applications include CAT scanning, MRI scanning, laser surgery, nuclear medicine, blood analysis and cancer therapy. Other applications include airport security systems, ion implantation, laser machining, electron beam welding, energy exploration, CRT's and radar systems.

RFI Corporation, a wholly owned subsidiary, designs and manufactures electronic noise suppression filters, high voltage capacitors, pulse transformers, pulse forming networks and specialty magnetics. The filter products are used to suppress interference signals that can affect the operation of electronic equipment. Applications include telecommunications systems, data communication equipment and computer systems. High voltage capacitors are used in laser surgery, power conversion, radar and pulse forming applications.

Del Medical Systems Corp., a wholly owned subsidiary, markets medical diagnostic products on a worldwide basis. These products are sold to hospitals as well as alternate care providers.

Bertan High Voltage Corp., a wholly owned subsidiary, designs and manufactures precision high voltage power supplies and instrumentation. These products are utilized in many medical and industrial applications, including medical instrumentation, scanning electron microscopes, x-ray instrumentation and electronic beam systems.

The Common Stock was listed on the AMEX on April 17, 1990 under the symbol **DEL**.

The Company was organized under the laws of New York in 1954. The Company's executive offices are located at One Commerce Park, Valhalla, New York 10595 and its telephone number is (914) 686-3600.

THE OFFERING

Common Stock Issued and Outstanding to be offered by Selling Shareholders.....	231,655 shares of Common Stock, \$.10 par value
Common Stock to be issued and outstanding after exercise of existing Warrants offered by Selling Shareholders.....	321,574 shares of Common Stock, \$.10 par value
Common Stock to be Outstanding after the Offering.....	4,399,836 shares of Common Stock, \$.10 par value
AMEX Symbol.....	DEL

SELLING SHAREHOLDERS

The Selling Shareholders listed in the table below have indicated their intention to register their Warrants or sell the number of shares of Common Stock set forth opposite their respective names. The table sets forth information with respect to the ownership of the Company's Warrants or Common Stock by the Selling Shareholders as of July 14, 1995 and as adjusted to reflect the sale of shares offered by this Prospectus. All information with respect to

stock ownership has been furnished to the Company by the respective Selling Shareholders.

On May 29, 1991, the Company entered into an underwriting agreement with one of the Selling Shareholders, Laidlaw Equities, Inc. ("Laidlaw"). In connection therewith, the Company issued to Laidlaw or its designees, Warrants to purchase 100,000 shares of the Company's Common Stock. Such Selling Shareholder designated Colman Abbe, a Selling Shareholder, as a recipient of 50,000 of such Warrants. Each Warrant entitles the holder to purchase one share of the Company's Common Stock and is exercisable at any time through June 4, 1996. The exercise price of each Warrant was \$7.20 per share, subject to adjustment from time to time pursuant to the anti-dilution provisions set forth in such Warrant. As a result of various stock dividends, the number of Warrants owned by Laidlaw and Colman Abbe was increased to 65,128 each and the exercise price was reduced to \$5.52 per share.

Mr. Natan V. Bertman, a Selling Shareholder, is a Director of the Company. Mr. Seymour Rubin, a Selling Shareholder, is a Director and Vice President of the Company and President of RFI Corporation, a wholly owned subsidiary of the Company. Mr. Theodore Wm. Tashlik, a Selling Shareholder, is a member of the law firm of Tashlik, Kreutzer & Goldwyn P.C., counsel to the Company. Mr. Philip Rosenberg, a Selling Shareholder, is an accountant with the accounting firm of David Michael & Co., P.C., which provides certain accounting services for the Company. On April 2, 1990, in connection with a private placement, the Company issued to Messrs. Bertman, Rubin, Tashlik and Rosenberg, Warrants, all of which were exercised, to purchase 2,166, 1,354, 1,000 and 125 shares, respectively, of the Company's Common Stock. The number of shares underlying such Warrants was increased to 2,824, 1,765, 1,302 and 162, respectively, as a result of various stock dividends.

Mr. Howard Bertan, a Selling Shareholder, is the President of Bertan High Voltage Corp. Such Selling Shareholder was issued 90,899 shares of Common Stock of the Company in connection with the acquisition by the Company of all of the assets of Bertan Associates, Inc., the predecessor of Bertan High Voltage Corp. The number of shares was increased to 99,325 as a result of three 3% stock dividends. Messrs. Lester Bertan and Karl Reuchlein, Selling Shareholders, were issued 90,899 and 18,202 shares, respectively, of Common Stock of the Company in connection with such acquisition. The number of shares was increased to 99,325 and 19,889, respectively, as a result of three 3% stock dividends.

Mr. Stanley Wunderlich, a Selling Shareholder, is a consultant to the Company. Such Selling Shareholder was issued 25,000 Warrants in connection with a consulting agreement, dated January 1, 1995, between the Company and such Selling Shareholder. As a result of one 3% stock dividend, the number of Warrants was increased to 25,750 and the exercise price was reduced to \$5.34 per share.

Chatfield Dean & Co., Russell J. Greenberg, Shail B. Sheth, Kenneth L. Greenberg, J. Shaine Gross and Rebecca L. Miller, Selling Shareholders, provide

investment banking services to the Company. Such Selling Shareholders were issued an aggregate 35,000 Warrants in connection with an investment banking agreement, dated April 13, 1995, between the Company and Chatfield Dean & Co. As a result of one 3% stock dividend, the aggregate number of Warrants were increased to 36,050 and the exercise price was reduced to \$5.34 per share.

Chase Manhattan Investment Holdings, Inc., a Selling Shareholder, is affiliated with The Chase Manhattan Bank, N.A., the Company's lender. Such Selling Shareholder was issued 30,000 Warrants in connection with a modified and restated credit agreement, dated May 10, 1994, between the Company and The Chase Manhattan Bank, N.A. Each Warrant entitles the holder to purchase one share of the Company's Common Stock and is exercisable at any time through the later of (i) July 11, 1999 and (ii) any extension of such date effected pursuant to the terms of the Warrant Agreement. The exercise price of each Warrant was \$7.16 per share, subject to adjustment from time to time pursuant to the anti-dilution provisions set forth in such Warrant. Pursuant to an Amendment to Warrant Agreement, dated January 27, 1995, executed in connection with the Third Amendment to Modified and Restated Credit Agreement, dated January 17, 1995, the exercise price of each Warrant was reduced to \$5.50 per share. As a result of two 3% stock dividends, the number of Warrants owned by Chase Manhattan Investment Holdings, Inc., was increased to 31,827 and the exercise price was reduced to \$5.34 per share.

The Company has filed the Registration Statement of which this Prospectus forms a part to comply with the exercise by the Selling Shareholders, Laidlaw and Colman Abbe, of a demand registration right granted to such Selling Shareholders, and to comply with a piggyback registration granted to all of the other Selling Shareholders.

Selling Shareholders	Shares Owned Prior to Offering	Shares to be Sold	Shares Underlying Warrants to be Sold	Shares Owned After Offering	
				Number	Percent
Laidlaw Equities, Inc.	----	----	65,128	----	----
Colman Abbe	----	----	65,128	----	----
Aeroflex Incorporated	----	----	97,691	----	----
Chase Manhattan Investment Holdings, Inc.	----	----	31,827	----	----
Stanley Wunderlich	----	----	25,750	----	----
Chatfield Dean & Co.	----	----	18,025	----	----
Russell J. Greenberg	----	----	9,270	----	----
Shail B. Sheth	----	----	3,090	----	----
Kenneth L. Greenberg	----	----	3,090	----	----
J. Shaine Gross	----	----	1,545	----	----
Rebecca L. Miller	----	----	1,030	----	----
Lester Bertan	99,519	99,325	----	194	*
Howard Bertan (1)	118,573	99,325	----	19,248	*
Karl Reuchlein	19,889	19,889	----	-0-	*
Philip and Elizabeth Yonks	17,921	406	----	17,515	*
Garden State Lumber Products Corp.	14,078	2,824	----	11,254	*
Florence Liebert	5,621	1,128	----	4,493	*
Cynthia J. Jacobson	14,473	1,058	----	13,415	*
Natan V. Bertman (2)	98,955	2,824	----	96,131	2.30%
Joseph A. Stefanowicz	3,075	281	----	2,794	*

Selling Shareholders	Shares Owned Prior to Offering	Shares to be Sold	Shares Underlying Warrants to be Sold	Shares Owned After Offering	
				Number	Percent
Nanci Slater	423	423	----	-0-	*
Matthew Slater	423	423	----	-0-	*
Seymour Rubin (3)	89,492	1,765	----	87,727	2.11%
Stanley and Sheila Hittman	2,600	521	----	2,079	*
Philip Rosenberg	162	162	----	-0-	*
Theodore Wm. Tashlik (4)	25,567	1,301	----	24,266	*
TOTAL	510,771	231,655	321,574	279,116	6.41%

FOOTNOTES

* Represents less than 1% of the outstanding shares of Common Stock of the Company including shares issuable under options which are presently exercisable or which became exercisable within 60 days of July 14, 1995.

(1) Shares owned include 19,123 shares, options for which are presently exercisable or will become exercisable within 60 days of July 14, 1995.

(2) Shares owned include 64,869 shares, options for which are presently exercisable or will become exercisable within 60 days of July 14, 1995.

(3) Shares owned include 80,161 shares, options for which are presently exercisable or will become exercisable within 60 days of July 14, 1995.

(4) Shares owned include 24,266 shares, options for which are presently exercisable or will become exercisable within 60 days of July 14, 1995.

PLAN OF DISTRIBUTION

The shares may be sold from time to time by the Selling Shareholders in one or more transactions on the AMEX, in block transactions, in negotiated transactions or a combination of such methods of sale at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices. These transactions may be effected by the Selling Shareholders through one or more broker-dealers who may act as principal or who may receive compensation in the form of concessions or commissions from the Selling Shareholders or the purchasers of the shares for whom they act as agent, in such amounts as are customary in connection with similar transactions. The Company has agreed to bear all expenses in connection with the registration of the shares.

The Company will receive no proceeds from the sale by the Selling Shareholders of their shares of Common Stock.

DESCRIPTION OF CAPITAL STOCK

The authorized capital stock of the Company consists of 10,000,000 shares of Common Stock, par value \$.10 per share, of which 4,078,262 shares are issued and outstanding. Each share of Common Stock entitles the holder to one vote on all matters submitted to a vote of shareholders. All shares of Common Stock have equal rights and are entitled to such dividends as may be declared by the Board of Directors out of funds legally available therefor and to share ratably upon liquidation in the assets available for distribution to stockholders. The Common Stock is not subject to call or assessment, has no preemptive conversion or cumulative voting rights and is not subject to redemption. The Company has only one class of directors.

Mellon Financial Services, Services Department, 85 Challenger Road, Overpeck Center, Ridgefield Park, New Jersey 07660, is the transfer agent and the registrar of the Common Stock.

LEGAL MATTERS

The validity of the shares of the Company's Common Stock offered hereby will be passed upon for the Company by Tashlik, Kreutzer & Goldwyn P.C., 833 Northern Boulevard, Great Neck, New York 11021.

EXPERTS

The financial statements and the related financial statement schedules incorporated in this prospectus by reference from the Company's Annual Report on Form 10-K for the fiscal year ended July 30, 1994 have been audited by Deloitte & Touche LLP, independent auditors as stated in their report which is incorporated herein by reference, and have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

DEL ELECTRONICS CORP.
231,655 COMMON STOCK
321,574 WARRANTS TO
PURCHASE COMMON STOCK
321,574 SHARES
UNDERLYING WARRANTS
PROSPECTUS

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July 14, 1995

No dealer, salesman or any other person has been authorized to give any information or to make any representations other than those contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorized by the Company or the Selling Shareholders. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date hereof. This Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

It is estimated that the following expenses will be incurred in connection with the proposed offering hereunder. All of such expenses will be borne by the Company.

Registration fee-Securities and Exchange Commission.....	\$ 1,133.69
Legal fees and expenses.....	10,000.00
Accounting fees and expenses.....	10,000.00
Blue sky fees and expenses (including counsel fees).....	-0-
Miscellaneous.....	500.00

TOTAL.....	\$ 21,633.69
	=====

Item 15. Indemnification of Directors and Officers.

(a) Section 722 of the New York Business Corporation Law ("NYBCL") permits, in general, a New York corporation to indemnify any person made, or threatened to be made, a party to an action or proceeding by reason of the fact that he or she was a director or officer of the corporation, or served another entity in any capacity at the request of the corporation, against any judgment, fines, amounts paid in settlement and reasonable expenses, including attorney's fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such person acted in good faith, for a purpose he or she reasonably believed to be in, or in the case of service for another entity, not opposed to, the best interests of the corporation and, in criminal actions or proceedings, in addition had no reasonable cause to believe that his or her conduct was unlawful. Section 723 of the NYBCL permits the corporation to pay in advance of a final disposition of such action or proceeding the expenses incurred in defending such action or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay such amount as, and to the extent, required by statute. Section 721 of the NYBCL provides that indemnification and advancement of expense provisions contained in the NYBCL shall not be deemed exclusive of any rights to which a director or officer seeking indemnification or advancement of expenses may be entitled, provided no indemnification may be made on behalf of any director or officer if a judgment or other final adjudication adverse to the director or officer establishes that his or her acts were committed in bad faith or were the result of active or deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

(b) Paragraph TWELFTH of the Company's Certificate of Incorporation limits directors' liability as permitted by Section 402(b) of the NYBCL and reads in its entirety as follows:

"TWELFTH: No director of the Corporation shall be personally liable to the Corporation or its shareholders for damages for any breach of duty in such capacity, provided that nothing contained in this Article shall eliminate or limit:

(a) the liability of any director if a judgment or other final adjudication adverse to him establishes that his acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled or that his acts violated section 719 of the New York Business Corporation Law, or

(b) the liability of any director for any act or omission prior to the adoption of the amendment including this paragraph in the

Certificate of Incorporation of the Corporation."

Item 16. Exhibits.

Exhibit Number	Description of Document	Footnotes
4.1	Warrant Certificate of ARX, Inc.	(1)
4.2	Asset Purchase Agreement by and among Del Electronics Corp., Del Acquisition Corp., Bertan Associates, Inc., Lester Bertan, Howard Bertan and Karl Reuchlein dated April 1, 1994	(2)
4.3	Registration Rights Agreement by and among Del Electronics Corp., Lester Bertan, Howard Bertan and Karl Reuchlein dated April 1, 1994	(3)
4.4	Stock Purchase Warrants of Laidlaw Equities, Inc. and Colman Abbe	(4)
*4.5	Warrant Agreement between Del Electronics Corp. and Chase Manhattan Investment Holdings, Inc. dated May 10, 1994	

*Filed herewith

*4.6	Amendment to Warrant Agreement between Del Electronics Corp. and Chase Manhattan Investment Holdings Inc. dated January 27, 1995	
*4.7	Warrant Certificate of Stanley Wunderlich	
*4.8	Warrant Certificate of Chatfield Dean & Co., Inc.	
*4.9	Warrant Certificate of Russell J. Greenberg	
*4.10	Warrant Certificate of Shail B. Sheth	
*4.11	Warrant Certificate of Kenneth L. Greenberg	
*4.12	Warrant Certificate of J. Shaine Gross	
*4.13	Warrant Certificate of Rebecca L. Miller	
4.14	Copy of Del Electronics Corp. Amended and Restated Stock Option Plan (the "Plan")	(5)
4.15	Option Agreement, substantially in the form used in connection with options granted under the Plan	(6)
*5.1	Opinion and Consent of Tashlik, Kreutzer & Goldwyn P.C., counsel to the Company as to the legality of the Common Stock being offered.	
*23.1	Consent of Deloitte & Touche LLP	
*23.2	Consent of Tashlik, Kreutzer & Goldwyn P.C. (contained in Exhibit 5.1)	

* Filed herewith

(1) Filed as Exhibits 4.2, 4.5 and 4.6 to Del Electronics Corp. Annual Report on Form 10-K filed November 6, 1991 and incorporated herein by reference.

(2) Filed as Exhibit 2.1 to Del Electronics Corp. Current Report on Form 8-K dated June 10, 1994 and incorporated herein by reference.

(3) Filed as Exhibit 4.1 to Del Electronics Corp. Current Report on Form 8-K dated June 10, 1994 and incorporated herein by reference.

(4) Filed as Exhibit 4.2 to Del Electronics Corp. Pre-Effective Amendment No. 1 to Registration Statement on Form S-2 (No. 33-40314) and incorporated herein by reference.

(5) Filed as Exhibit A to Del Electronics Corp. Proxy Statement dated January 26, 1994 and incorporated herein by reference.

(6) Filed as Exhibit 4.8 to Del Electronics Corp. Annual Report on Form 10-K for the year ended July 30, 1994 and incorporated herein by reference.

Item 17. Undertakings.

The undersigned registrant hereby undertakes:

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

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

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

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement; Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement.

(2) That for the purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described under Item 15 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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 Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Mt. Pleasant, State of New York, on the 13th day of July, 1995.

DEL ELECTRONICS CORP.

By: /s/ Leonard A. Trugman

Leonard A. Trugman
Chairman, Chief Executive Officer
and President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

/s/ Leonard A. Trugman ----- Leonard A. Trugman	Chairman of the Board Chief Executive Officer, President and Director	July 13, 1995
/s/ Natan V. Bertman ----- Natan V. Bertman	Director	July 13, 1995
/s/ Raymond Kaufman ----- Raymond Kaufman	Director	July 13, 1995
/s/ David Michael ----- David Michael	Director	July 13, 1995
/s/ James M. Tiernan ----- James M. Tiernan	Director	July 13, 1995
/s/ Seymour Rubin ----- Seymour Rubin	Director	July 13, 1995

EXHIBIT INDEX

Exhibit Number	Description of Document	Footnotes
4.1	Warrant Certificate of ARX, Inc.	(1)
4.2	Asset Purchase Agreement by and among Del Electronics Corp., Del Acquisition Corp., Bertan Associates, Inc., Lester Bertan, Howard Bertan and Karl Reuchlein dated April 1, 1994	(2)
4.3	Registration Rights Agreement by and among Del Electronics Corp., Lester Bertan, Howard Bertan and Karl Reuchlein dated April 1, 1994	(3)
4.4	Stock Purchase Warrants of Laidlaw Equities, Inc. and Colman Abbe	(4)
*4.5	Warrant Agreement between Del Electronics Corp. and Chase Manhattan Investment Holdings, Inc. dated May 10, 1994	
*4.6	Amendment to Warrant Agreement between Del Electronics Corp. and Chase Manhattan Investment Holdings Inc. dated January 27, 1995	
*4.7	Warrant Certificate of Stanley Wunderlich	
*4.8	Warrant Certificate of Chatfield Dean & Co., Inc.	
*4.9	Warrant Certificate of Russell J. Greenberg	
*4.10	Warrant Certificate of Shail B. Sheth	
*4.11	Warrant Certificate of Kenneth L. Greenberg	
*4.12	Warrant Certificate of J. Shaine Gross	
*4.13	Warrant Certificate of Rebecca L. Miller	
4.14	Copy of Del Electronics Corp. Amended and Restated Stock Option Plan (the "Plan")	(5)
4.15	Option Agreement, substantially in the form used in connection with options granted under the Plan	(6)

- *5.1 Opinion and Consent of Tashlik, Kreutzer & Goldwyn P.C., counsel to the Company as to the legality of the Common Stock being offered.
- *23.1 Consent of Deloitte & Touche LLP
- *23.2 Consent of Tashlik, Kreutzer & Goldwyn P.C. (contained in Exhibit 5.1)

*Filed herewith

- (1) Filed as Exhibits 4.2, 4.5 and 4.6 to Del Electronics Corp. Annual Report on Form 10-K filed November 6, 1991 and incorporated herein by reference.
- (2) Filed as Exhibit 2.1 to Del Electronics Corp. Current Report on Form 8-K dated June 10, 1994 and incorporated herein by reference.
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VIII

WARRANT AGREEMENT

between

DEL ELECTRONICS CORP.

and

CHASE MANHATTAN INVESTMENT HOLDINGS, INC.

Dated as of May 10, 1994

WARRANT AGREEMENT dated as of May 10, 1994 between DEL ELECTRONICS CORP., a New York corporation (the "Issuer"), and CHASE MANHATTAN INVESTMENT HOLDINGS, INC., a Delaware corporation ("Chase"). Chase and any other Person who shall hereafter acquire Warrants or Warrant Stock (as defined below) of the Issuer pursuant to the provisions of this Agreement, shall become a party to this Agreement, and are sometimes hereinafter referred to as a "Holder" or, collectively, as the "Holders".

WHEREAS, the Issuer and The Chase Manhattan Bank, N.A., a national banking association and an affiliate of Chase (the "Bank"), are parties to a Credit Agreement dated as of May 10, 1994 (as the same shall be modified and supplemented and in effect from time to time, the "Credit Agreement");

WHEREAS, in order to induce the Bank to enter into the Credit Agreement, and as compensation therefor, the Issuer has authorized the issuance to the Bank or its designee of the Warrants substantially in the form of Exhibit A hereto, which are exercisable, pursuant to the terms hereof and thereof, for shares of Warrant Stock; and

WHEREAS, the Bank has designated Chase to be the party to this Agreement and to receive the Warrants; and

WHEREAS, the parties hereto desire to set forth their agreement as to certain matters regarding, among other things, certain rights and obligations in respect of the Warrants and the Warrant Stock as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the terms and conditions herein contained, the parties hereto mutually agree as follows:

ARTICLE 1.

DEFINITIONS

Section 1.1. Definitions. As used herein, the following terms shall have the following respective meanings:

"Affiliate" shall mean, with respect to any Person, any other Person that directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with" shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise). Notwithstanding the foregoing, (i) no individual shall be deemed to be an Affiliate of a corporation solely by reason of being an officer or director of such

corporation and (ii) neither Chase nor any Affiliate of Chase shall be deemed to be an Affiliate of the Issuer.

"Business Day" shall mean any day except a Saturday, a Sunday or a day on which commercial banks in the State of New York are permitted or required by law to close.

"Chase" shall have the meaning specified in the introductory paragraph to this Agreement.

"Commission" shall mean the U.S. Securities and Exchange Commission or any similarly constituted regulatory agency having jurisdiction under and in accordance with the provisions of the Securities Act for a public offering of the Warrant Stock.

"Common Stock" shall mean the Issuer's authorized Common Stock, par value \$0.10 per share, as constituted on the date hereof, and any other shares of stock into which such Common Stock may hereafter be changed or which may be issued to the holders of the Common Stock in respect of, in exchange for or in substitution for such Common Stock by reason of any stock splits, stock dividends, distributions, mergers, consolidations, reclassifications, recapitalizations or other like events, unless such other shares do not ordinarily have the right to vote in the election of directors of the Issuer.

"Credit Agreement" shall have the meaning ascribed to such term in the first WHEREAS clause of this Agreement.

"Demand Registration" shall have the meaning ascribed to such term in Section 7.1.(a).

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

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

"Exercise Period" shall mean the period of time from November 10, 1994 until 5:00 P.M., New York time, on the Warrant Expiration Date.

"Exercise Price" shall mean \$7.16.

"GAAP" shall mean generally accepted accounting principles in the United States of America.

"Holder" or "Holders" shall have the meanings specified in the introductory paragraph of this Agreement.

"Issuer" shall have the meaning specified in the introductory paragraph of this Agreement.

"Majority Holders" means the Holders of Warrants and Warrant Stock which, if all outstanding Warrants were fully exercised, would constitute at least 51% of the outstanding Warrant Stock.

"Merger Notice" shall have the meaning specified in Section 4.6.(a) hereof.

"Notice of Transfer" shall have the meaning set forth in Section 4.2.

"Permitted Successor" means any Person with whom the Issuer is merged or consolidated or to whom all or substantially all of the assets or equity securities of the Issuer are sold, leased or otherwise disposed of, if and only if, immediately prior to such merger, consolidation, sale or other disposition, such Person was a Wholly-Owned Subsidiary of the Issuer.

"Permitted Transferee" shall have the meaning specified in Section 4.5 hereof.

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

"Quarterly Financial Statements" shall have the meaning specified in Section 9.1.(b) hereof.

"Piggy-Back Registration" shall have the meaning ascribed to such term in Section 5.02.

"Registrable Securities" shall mean any Warrant Interests until (i) a registration statement covering such Warrant Interests has become effective under the Securities Act and such Warrant Interests have been disposed of pursuant to such effective registration statement, (ii) such Warrant Interests are sold under circumstances in which all of the applicable conditions of Rule 144 (or any similar provisions then in force) under the Securities Act are met or all conditions of Rule 144(k) are met, (iii) such Warrant Interests are resold without subsequent registration under the Securities Act and the Issuer has delivered a new certificate or other evidence of ownership for such Warrant Interests not bearing any legend relating to restrictions on transfer or (iv) such Warrant Interests are no longer outstanding or are held by the Issuer or any Affiliate of the Issuer.

"Registration Expenses" shall have the meaning ascribed to such term in Section 7.4.

"Regulation K" shall mean Regulation K promulgated by the Board of Governors of the Federal Reserve System (12 C.F.R. Part 211) or any successor regulation.

"Regulation Y" shall mean Regulation Y promulgated by the Board of Governors of the Federal Reserve System (12 C.F.R. Part 225) or any successor regulation.

"Rule 144" shall mean Rule 144 (or any similar rule then in effect) promulgated by the Commission under the Securities Act.

"Rule 144A" shall mean Rule 144A (or any similar rule then in effect) promulgated by the Commission under the Securities Act.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

"Selling Holder" shall mean a Holder which is selling Registrable Securities pursuant to a registration statement under the Securities Act.

"Stock Unit" means one share of Common Stock, as such stock was constituted on the date of this Agreement, and thereafter shall mean such number of shares (including any fractional shares) of Common Stock and other securities, cash or property as shall result from the adjustments specified in Article 5 hereof.

"Subscription Form" means a certificate substantially in the form attached as Exhibit 1 to the form of Warrant which is attached hereto as Exhibit A.

"Transferee" or "Transferees" shall have the meanings specified in Section 4.3.(a) hereof.

"U.S." shall mean the United States of America.

"Warrant Expiration Date" means the later of (i) July 11, 1999 and (ii) any extension of that date effected pursuant to Section 11.2 hereof.

"Warrants" means the Warrants originally issued by the Issuer in the form of Exhibit A hereto, evidencing rights to purchase up to the number of Stock Units indicated thereon, and all Warrants issued upon transfer, division or combination of, or in substitution for, any thereof. All Warrants shall at all times be identical as to terms and conditions and date, except as to the number of Stock Units for which they may be exercised.

"Warrant Stock" means the shares of Common Stock or other securities that comprise a Stock Unit purchasable by the Holders of the Warrants upon the

exercise thereof, and the shares of Common Stock (without duplication) issuable on the conversion of such shares of Class A Stock.

Section 1.2. Accounting Terms; Statement of Variation.

(a) All Quarterly Financial Statements shall (unless otherwise disclosed to the Holders in writing at the time of delivery thereof in the manner described in Subsection (b) below) be prepared in accordance with GAAP applied on a basis consistent with the Quarterly Financial Statements for the previous quarter, except for any inconsistency described in reasonable detail in a statement delivered to the Holders at the same time or prior to the delivery of such Quarterly Financial Statements.

(b) Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, all calculations made for the purposes of all financial statements and certificates and reports as to financial matters required to be furnished to the Holders hereunder shall be prepared or made in accordance with GAAP as in effect from time to time, applied on a basis consistent with the Quarterly Financial Statements.

ARTICLE 2.

TERMS AND CONDITIONS OF ISSUANCE OF WARRANTS

Section 2.1. Issuance of Warrants. Subject to the terms and conditions hereof and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuer hereby agrees to issue to Chase on the date hereof Warrants exercisable for 30,000 Stock Units, each comprising, on the date hereof, one share (subject to adjustment as provided in Article 5 hereof) of Common Stock. Such Warrants shall be issued in the name of Chase or any Person designated by Chase.

Section 2.2. Warrant Stock. The Warrants to be issued on the date hereof shall entitle the Holders to exercise such Warrants for a number of Stock Units comprising, as of the date hereof, less than 1% of the number of fully diluted shares of Common Stock of the Issuer outstanding on the date hereof, assuming the exercise in full of all Warrants and rights to purchase, and the conversion or exchange of all securities convertible into, or exchangeable for, Common Stock.

Section 2.3. Representation of Holders. In connection with the acquisition of each Warrant, each Holder represents to the Issuer, as of the date of such Warrant, that it is acquiring the Warrants solely for its own account for investment (subject to applicable laws and regulations), and that it has no present intention to distribute the Warrants or any portion thereof (except as may be required by applicable laws and regulations). The entire legal

and beneficial interest of the Warrants is being acquired for such Holder's account only and neither in whole nor in part for any other Person.

ARTICLE 3.

EXERCISE OF WARRANTS

Section 3.1. Manner of Exercise.

(a) The Warrants may be exercised at any time, but only once, during the Exercise Period for all or any part (but a partial exercise shall terminate the Warrants) of the number of Stock Units purchasable upon their exercise; provided, that no Holder of the Warrants shall be entitled to exercise any Warrant to the extent that upon such exercise, such Holder and its Affiliates, directly or indirectly, would own, control or have power to vote a greater quantity of securities of any kind issued by the Issuer than such Holder and its Affiliates shall be permitted to own, control, or have power to vote under any law or under any regulation, rule or other requirement of any government authority at the time applicable to such Holder and its Affiliates (including without limitation any applicable provision of Regulation K or Regulation Y).

(b) In order to exercise any Warrant, the Holder hereof shall deliver to the Issuer at its office specified in Section 13.8 hereof (i) a duly completed and executed Subscription Form, notifying the Issuer of such Holder's election to exercise such Warrant, which notice shall specify the number of Stock Units to be purchased, (ii) a certified or official bank check or checks drawn on a New York Clearing House bank payable to the order of the Issuer, or a wire transfer to the Issuer's account, in an aggregate amount equal to the Exercise Price per Stock Unit times the number of Stock Units as to which such Warrant is exercised, and (iii) the Warrants being exercised. Upon receipt of such items the Issuer shall, no later than 3 Business Days thereafter, execute or cause to be executed, and deliver to such Holder, a certificate or certificates representing the Warrant Stock issuable upon such exercise, which shall be validly issued, fully paid and non-assessable, and shall deliver to the Holder any other cash or property included in the Stock Units represented by such Warrants. The stock certificates so delivered shall be registered in the name of such Holder or, subject to Article 4 hereof, such other name as shall be designated in the Subscription Form, and shall, except as provided in Section 4.3.(a) hereof, bear the restrictive legend set forth in Article 9 hereof.

(c) The Warrants shall be deemed to have been exercised and such certificates shall be deemed to have been issued, and such Holder or any other Person so designated to be named therein shall be deemed to have become a holder of record of such Warrant Stock and such cash and other property for all purposes, as of the date when the items referred to in Subsection (b) above are received by the Issuer, notwithstanding that the transfer books of the Issuer shall then be closed or that the certificates representing the Warrant Stock shall not then be actually delivered to the Holder.

Section 3.2. Payment of Taxes, Etc. The Issuer shall pay all expenses in connection with, and all taxes (other than income, franchise or transfer taxes of the Holder of any Warrant) and other governmental charges that may be imposed in respect of, the issuance or delivery thereof, including the fees and disbursements of counsel for the Holder (if any). The Issuer shall not be required, however, to pay any tax or other charge imposed in connection with any transfer involved in the issue of any certificate for shares of Warrant Stock in any name other than that of the registered Holder of any Warrant, and in such case the Issuer shall not be required to issue or deliver any stock certificate until such tax or other charge has been paid or it has been established to the Issuer's reasonable satisfaction that no such tax or other charge is due.

Section 3.3. Fractional Shares. The Issuer shall not issue any certificates for fractional shares of stock upon any exercise of the Warrants. In lieu of issuing any fractional shares that would otherwise be issuable, the Issuer shall pay cash equal to the product of such fraction multiplied by the then Fair Market Value of such fraction of a share of stock.

ARTICLE 4.

EXCHANGE, TRANSFER, ASSIGNMENT OR LOSS OF WARRANTS

Section 4.1. Exchange. The Warrants shall be exchangeable, without expense, at the option of the Holders, upon presentation and surrender thereof to the Issuer, for other Warrants of different denominations, each dated the date of the original Warrant, entitling the Holder or Holders thereof to purchase in the aggregate the same number of Stock Units as the number subject to the original Warrants so exchanged. Each new Warrant shall in all other respects be identical to the original Warrants so exchanged.

Section 4.2. Transfer and Assignment. Each Holder of the Warrants shall be entitled, without obtaining the consent of the Issuer, to transfer or assign its interest in the Warrants in whole or in part to any Person or Persons, subject to the provisions of Section 4.3.(a) hereof. Upon surrender of the Warrants to the Issuer, with the Assignment Form annexed thereto as Exhibit 2 duly completed, the Issuer shall, without charge, execute, issue and deliver a new Warrant or Warrants, dated the date of issue, in the name of the assignee named in such instrument of assignment and, if the Holder's entire interest is not being assigned, in the name of the Holder, and the original Warrants being assigned or transferred shall be promptly canceled. A Warrant, if properly assigned in compliance with Section 4.3.(a) hereof, may be exercised by a new Holder for the purchase of Warrant Stock as the new Holder shall designate, without having a new Warrant issued. The Warrants may be divided or combined with other Warrants that carry the same rights upon presentation of the Warrants at the office of the Issuer, together with a written notice (a "Notice of Transfer") specifying the names and denominations in which new Warrants are to be issued and signed by the Holder of the Warrants so presented. Subject to

Section 4.3.(a) hereof, as to any transfer that may be involved in such division or combination, the Issuer shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice.

Section 4.3. Transfer Restrictions.

(a) Unless otherwise explicitly provided herein, except in connection with a sale of Warrants or Warrant Stock pursuant to (i) a registered public offering or (ii) one or more sales under Rule 144, no Holder shall sell, assign, pledge, encumber or otherwise transfer any Warrants or shares of Warrant Stock to any Person (all Persons other than a Holder acquiring any Warrants or shares of Warrant Stock from a Holder or from the Issuer in accordance with this Agreement, regardless of the method of transfer, shall be referred to collectively as "Transferees" and individually as a "Transferee"), unless such Warrants or Warrant Stock bear legends as provided in Article 9 hereof.

(b) No Holder shall sell, assign, pledge, encumber or otherwise transfer any Warrants or shares of Warrant Stock to any Person unless:

(i) such Transferee shall have executed and delivered to the Issuer, as a condition to its acquisition of Warrants or Warrant Stock, a Joinder Agreement substantially in the form of Exhibit B hereto (a "Joinder Agreement") confirming that such Transferee takes such Warrants or Warrant Stock subject to all the terms and conditions of this Agreement; and

(ii) such Transferee has represented to the Issuer that (1) the transfer of the Warrants or Warrant Stock is being made under an effective registration pursuant to the Securities Act or pursuant to an exemption therefrom and (2) such Transferee is (a) an "accredited investor" within the meaning of Rule 501(a) of the Commission or (b) if such transfer is effected under and in compliance with Rule 144A, a "qualified institutional buyer" within the meaning of Rule 144A and, if requested in writing by the Issuer, has delivered to the Issuer (x) a written representation (supported by such background information as the Issuer may reasonably request) to such effect, and (y) an opinion of counsel that the proposed transfer is permitted by the terms of this Agreement.

Section 4.4. Certain Restrictions.

(a) Notwithstanding anything to the contrary set forth herein, no Holder which is an Affiliate of Chase and is subject to the provisions of Regulation K or Regulation Y may sell, pledge, assign or otherwise transfer any Warrants or any Warrant Stock except in accordance with applicable laws and regulations (including any applicable provisions of Regulation K or Regulation Y). Without limiting any other rights such Holder may have to dispose of its

Warrants or Warrant Stock, it is understood that any Holder which is subject to the provisions of Regulation K or Regulation Y may dispose of its Warrants and Warrant Stock (i) in any private sale in which no single purchaser receives more than 2% of any securities which constitute voting securities pursuant to Regulation K or Regulation Y, (ii) to any Person who was in control of the Issuer prior to consummation of such disposition and (iii) in any public offering of the securities of the Issuer.

(b) No Holder shall sell, assign, pledge, encumber or otherwise transfer any Warrants or Warrant Stock at any time if such action would constitute a violation of the Securities Act or any other securities or blue sky laws or a breach of the conditions to any exemption from registration of the Warrants or Warrant Stock under the Securities Act or any such laws upon which exemption the Holder is relying or a breach of any undertaking or agreement of such Holder entered into pursuant to the Securities Act or such laws or in connection with obtaining an exemption thereunder.

Section 4.5. Permitted Transferees. The provisions of Section 4.3.(b)(ii)(B) shall not apply with respect to any transfer or assignment by a Holder (a) to any of its Affiliates or (b) to another Holder (each a "Permitted Transferee"). None of the restrictions or provisions contained in this Agreement with respect to transfers of Warrants or Warrant Stock (other than the restrictions contained in Section 4.4.(b) hereof and, in the case of any Affiliate of Chase subject to Regulation Y, Section 4.4.(a) hereof) shall apply to transfers or assignments by a Holder pursuant to Section 4.6.

Section 4.6. Merger Transactions.

(a) If the Issuer shall have entered into any agreement to merge with or into or to be consolidated with any other entity, then Section 4.3.(a) through 4.5 of this Agreement shall not be applicable to such merger. The Issuer shall give the Holders not less than 20 Business Days prior written notice (a "Merger Notice") of the consummation of such merger (specifying the anticipated date for consummation of such merger and the consideration therefor and whether such transaction involves any Affiliate of the Issuer or any Stockholder of the Issuer and enclosing a copy of the related agreement of merger).

(b) If such transaction does not involve a Permitted Successor of the Issuer, each Holder shall be entitled, at its sole option, either to retain its Warrants and receive the benefits provided for in Section 5.2.(a), or to exercise its Warrants and receive in exchange therefor, in addition to any cash or other property included in the Stock Units, the same consideration per share of Common Stock then included in each Stock Unit, in cash or such securities or other assets as provided for in such agreement of merger as the consideration per share of Common Stock being paid or provided pursuant to such agreement of merger (less, in connection with any such payment to a Holder of Warrants, the exercise price therefor).

(c) As a condition to any such merger, the Issuer or the successor corporation, as the case may be, shall assume the obligations of the Issuer hereunder and shall execute an agreement providing the Holders with the benefit of this Section 4.6.

Section 4.7. Taxes and Expenses. The Issuer shall pay all expenses, taxes (excluding transfer taxes or any subsequent transfer, franchise or income taxes of the Holder of the Warrant) and other charges payable in connection with the preparation, issue and delivery of Warrants under this Article 4, other than the fees and disbursements of counsel for the Holder (if any).

Section 4.8. Loss of Warrant. Upon receipt by the Issuer of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of any Warrant (which shall include an affidavit setting forth the circumstances of such loss, theft, destruction or mutilation), and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender or cancellation of the Warrant, if mutilated, the Issuer shall execute and deliver a new Warrant of like tenor and date.

Section 4.9. Issuer Cooperation With Transfers. The Issuer shall upon request provide the Holders with information required in connection with transfers of securities under Rule 144 or Rule 144A. In addition, if any Holder subject to Regulation K or Regulation Y determines that it is illegal or unduly burdensome, by reason of regulatory restriction, for such Holder to continue to hold some or all of its Warrants or Warrant Stock, the Issuer shall cooperate with and assist such Holder in disposing of that portion of Warrants or Warrant Stock which such Holder determines to be appropriate in light of such regulatory restrictions (such cooperation to include, without limitation, the Issuer's providing promptly to potential purchasers of such Holder's Warrants and Warrant Stock such information as the potential purchasers may reasonably request).

ARTICLE 5.

ADJUSTMENTS TO STOCK UNITS

Section 5.1. Stock Dividends, Splits and Combinations.

(a) Adjustment to Stock Units. In case at any time or from time to time the Issuer shall:

(i) take a record of the holders of its Common Stock for the purpose of entitling them to receive a dividend payable in, or other distribution of, additional shares of Common Stock; or

(ii) subdivide its outstanding shares of Common Stock into a larger number of shares of Common Stock; or

(iii) combine its outstanding shares of Common Stock into a smaller number of shares of Common Stock,

then the number of shares of Common Stock comprising a Stock Unit immediately after the happening of any such event shall be adjusted so as to consist of the number of shares of Common Stock that a record holder of the number of shares of Common Stock respectively, comprising a Stock Unit immediately prior to the happening of such event would own or be entitled to receive after the happening of such event.

(b) When Adjustments to be Made. The adjustments required by the preceding sections of this Article 5 shall be made whenever and as often as any specified event requiring an adjustment shall have occurred, except that no adjustment of the number of shares of Common Stock comprising a Stock Unit that would otherwise be required shall be made (except in the case of a subdivision or combination of shares of the Common Stock, as provided for in Section 5.1.(a)) unless and until such adjustment either by itself or with other adjustments not previously made would require an increase or decrease of at least \$0.05 in the Exercise Price per Stock Unit immediately prior to making such adjustment. Any adjustment representing a change of less than such minimum amount shall be carried forward and made as soon as such adjustments together with other adjustments required by this Article 5 and not previously made would result in an adjustment of at least \$0.05 as aforesaid. For the purpose of any adjustment, any specified event shall be deemed to have occurred at the close of business on the date of its occurrence.

(c) When Adjustment Not Required. If the Issuer shall take a record of the holders of its Common Stock for the purpose of entitling them to receive a dividend or distribution or subscription or purchase rights and shall, thereafter and before the distribution thereof to shareholders, legally abandon its plan to pay or deliver such dividend, distribution, subscription or purchase rights, then thereafter no adjustment shall be required by reason of the taking of the record and any such adjustment previously made in respect thereof shall be rescinded and annulled.

Section 5.2. Merger, Consolidation or Disposition of Assets.

(a) Subject to the provisions of Section 4.6, if any consolidation or merger of the Issuer with another Person (other than a Permitted Successor), or the sale, transfer or other disposition of all or substantially all of its assets to another Person (other than a Permitted Successor), shall be effected in such a way that the holders of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such consolidation, merger or sale, the Issuer or such successor or purchasing corporation, as the case may be, shall assume the obligations of the Issuer under this Agreement and the Warrants and execute an agreement providing that the Holders of the Warrants shall have the right thereafter and until the expiration of the Warrants to exercise the Warrants for the kind and amount of stock, securities or other assets receivable upon such consolidation, merger or sale by a stockholder of the number of shares of Common Stock for which the Warrant might have been

exercised immediately prior to such consolidation, merger or sale, subject to adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 5.

(b) Subject to the provisions of Section 4.6, in any consolidation or merger of the Issuer with a Permitted Successor, or the sale, transfer or other disposition of all or substantially all of its assets to a Permitted Successor, each Holder shall be entitled, in cancellation of its Warrants, to receive replacement Warrants from the Permitted Successor, representing, in the case of the replacement Warrants, the right to purchase the same proportion of the equity securities of the Permitted Successor as are purchasable in the Issuer pursuant to the canceled Warrants prior to giving effect to such transaction, and containing provisions and rights identical to those of the canceled Warrants, except for such changes as may be necessary to reflect the organizational form and name of the Permitted Successor. In the event of any transaction with a Permitted Successor referred to in this Section 5.2.(b), all references to the "Issuer" in this Agreement and in the Warrants shall be deemed to refer to such Permitted Successor; and all references to the Warrants and Warrant Stock in this Agreement shall be deemed to refer to the Warrants and Warrant stock issued in replacement therefor by the Permitted Successor as contemplated by this Section 5.2.(b).

Section 5.3. Notice of Adjustment. Whenever the composition of a Stock Unit shall be required to be adjusted pursuant to this Article 5, the Issuer shall forthwith notify each Holder of such adjustment, and shall promptly (but no later than ten days) after a request from such Holder obtain a certificate signed by the Issuer's chief financial officer setting forth, in reasonable detail, the event requiring the adjustment and the method by which such adjustment was calculated and specifying the number of shares of Common Stock comprising a Stock Unit and (if such adjustment is made pursuant to Section 5.2) describing the number and kind of any other indebtedness, shares of stock or other securities or property or Warrants or other subscription or purchase rights comprising a Stock Unit, and any change in the purchase price or prices thereof, after giving effect to such adjustment or change. The Issuer shall promptly, and in any case within 10 days after the date such certificate is requested, cause a signed copy of such certificate to be delivered to each Holder of the Warrants in accordance with Section 13.8. In addition, if any event occurs which would require an adjustment under this Article 5 but for the minimum threshold established in Section 5.1.(c) hereof, the Issuer shall promptly (and in any event within 10 days following such event) provide written notice to each Holder describing such event in reasonable detail and specifying the date on which it occurred. The Issuer shall keep at its office or agency specified in Section 13.8 copies of all such certificates and shall cause the same to be available for inspection at said office during normal business hours by any Holder of a Warrant or any prospective purchaser of a Warrant designated by a Holder.

ARTICLE 6.

PAYOUT OBLIGATION

Section 6.1. Holders' Payout Rights.

(a) At any time after January 10, 1995 until 5:00 P.M., New York City time, on the Warrant Expiration Date (subject to extension as provided below), upon the Holder's exercise of the Warrants during one of the periods set forth below, the Issuer shall pay to the Holder a payout amount, expressed as the amount equal to the difference between (i) the applicable target amount as set forth in the table below ("Target Amount") and (ii) the amount determined by subtracting (x) the Exercise Price times the number of Warrants being exercised from (y) the Market Price, as hereinafter defined, of the Common Stock times the number of Warrants being exercised ("Payout Amount").

Period -----	Target Amount -----
January 11, 1995 through July 10, 1995	\$54,000
July 11, 1995 through July 10, 1996	\$58,000
July 11, 1996 through July 10, 1997	\$62,000
July 11, 1997 through July 10, 1998	\$66,000
July 11, 1998 through July 11, 1999	\$70,000

(b) In the event that a portion of the Warrants are exercised prior to the Expiration Date, during one or more of the periods set forth above, then the Issuer shall pay to the Holder the Payout Amount for such period or periods, as the case may be, multiplied by a fraction the numerator of which is the number of Warrants exercised during such period and the denominator of which is the total Warrants granted hereunder.

(c) Notwithstanding the provisions of Sections 6.1(a) and (b) hereof, the Company shall not be obligated to pay the Holder an aggregate Payout Amount in excess of \$70,000.

(d) For purposes of this Section 6.1, the term "Market Price" shall be the last reported closing price of the Common Stock reported on the American Stock Exchange on the last business day prior to the date of exercise of the Warrant.

ARTICLE 7.

REGISTRATION RIGHTS

Section 7.1. Demand Registration Rights.

(a) Demand Registration. At any time after January 11, 1995, the Majority Holders shall have the right to make one written request to the Issuer with respect to a registration on Form S-3 (or other appropriate form) under the Securities Act of all or any part of their Registrable Securities (a "Demand Registration").

(b) Notice of Request for Registrations. Within 10 days after delivery of a request for a Demand Registration (a "Required Registration"), the Issuer will serve notice of such registration request to all Holders of Warrants and shares of Warrant Stock and the Issuer will include in such registration all Registrable Securities with respect to which the Issuer has received written requests for inclusion within 15 Business Days after such notice is given. All requests made pursuant to this Section 7.1(c) shall specify the aggregate number of the Registrable Securities of the Holders to be registered and will also specify the intended methods of disposition thereof.

(c) Incomplete Public Offerings, Etc. The Issuer shall have the right to postpone the filing of any Required Registration for a reasonable time, but not in excess of three months, if the Issuer is conducting or about to conduct a public offering or, if in the Issuer's reasonable opinion, the disclosures required to be made therein would prejudice any transaction then pending or planned by the Issuer material to the financial condition of the Issuer and its Subsidiaries taken as a whole. A registration initiated as a Required Registration shall not be deemed a Required Registration until such registration has become effective and (except in the case of a shelf registration) until the Registrable Securities included in such registration have actually been sold, unless as to any Holder, such Holder withdraws Registrable Securities it had sought to register after the Issuer filed a registration statement with the Commission with respect thereto, in which case such demand will count as a Required Registration as to that Holder, and such Holder will not be entitled to another Required Registration hereunder.

(d) Effective Registration Expenses. In any registration initiated as a Required Registration, the Issuer will pay all Registration Expenses whether or not the registration has become effective.

(e) Right of Issuer or Other Person to Piggyback on Required Registrations. Neither the Issuer nor any Person owning any of its securities (other than the Holders of Warrants and Warrant Stock) shall have the right to include any of the Issuer's securities in a registration statement initiated as a Required Registration under this Section 7.1, unless (i) such securities are of the same class as the Registrable Securities being registered and (ii) the Issuer or such Persons, as applicable, agree in writing to sell their securities

on the same terms and conditions as apply to the Registrable Securities being sold. If any Persons owning securities of the Issuer (other than the Holders of Registrable Securities in such capacity) register securities of the Issuer in a Required Registration, such Persons shall pay the fees and expenses of counsel to such Persons and their pro rata share of the Registration Expenses if the Registration Expenses are not paid by the Issuer for any reason. In the event of a conflict or inconsistency between the provisions of this Section 7.1(e) and the provisions of any other agreement into which the Issuer may enter after the date hereof addressing the matters set forth in this Section 7.1(e), the provisions of this Section 7.1(e) shall prevail.

Section 7.2. Piggy-Back Registration. If the Issuer proposes or is required to file a registration statement under the Securities Act with respect to an offering by the Issuer for its own account and/or for the account of others of any class of equity security (other than a registration statement on Form S-8 or filed in connection with any exchange offer or an offering of securities solely to the Issuer's existing stockholders or a registration statement pursuant to Section 7.01 hereof), then the Issuer shall in each case give notice of such proposed filing to all Holders at least 15 days before the anticipated filing date, and such notice shall offer such Holders the opportunity to register such number of shares of Registrable Securities as such Holder may request; provided that the Issuer may at any time withdraw or cease proceeding with any registration of Registrable Securities described in this

Section 7.2 if it shall at the same time withdraw or cease proceeding with the registration of such other securities originally proposed to be registered. The Issuer shall use its best efforts to cause the underwriter of a proposed underwritten offering to permit such Holders to include such securities in such offering on the same terms and conditions as any similar securities of the Issuer included therein. Notwithstanding the foregoing, if the underwriter of such offering informs the Holders that the total amount or kind of securities which such Holders, the Issuer and any other Persons intend to include in such offering is sufficiently large to materially and adversely affect the success of such offering, then the amount to be offered shall be reduced pro rata among the Holders and any other Persons proposing to register securities (other than a Person for whom the Issuer is making a Required Registration) on the basis of the number of shares proposed to be registered by them, to the extent necessary to reduce the total amount of securities to be included in such offering to the amount recommended by such managing underwriter. The Holder shall only be entitled to participate in a Piggy-Back Registration one time whether it requests that all or only part of its Registrable Securities be included therein, unless all the Registrable Securities which the Holders may request to be included are not included in a registration which becomes effective, pursuant to the foregoing provisions. In connection with a piggy-back registration, the Issuer will bear all Registration Expenses (other than underwriting discounts for the Registrable Securities and counsel fees of the Holders, which shall be borne by the selling Holders.)

Section 7.3 Registration Procedures. If and whenever the Issuer is required by the provisions of this Section 7 to effect or cause the registration of any Registrable Securities under the Securities Act, the Issuer will use

its best efforts to effect the registration and the sale of such Registrable Securities in accordance with the intended method of disposition thereof as quickly as practicable; provided, that the Issuer shall not be required to honor any request for registration under Section 7.02 hereof if such request is received by the Issuer later than 30 Business Days after the date the Issuer first notifies the Holders of such registration. In connection with any such registration the Issuer will:

(a) not later than 90 days (or 120 days in the case of a Public Offering) after receipt of a request to file a registration statement with respect to such Registrable Securities, prepare and file with the Commission a registration statement with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective; and prepare and file with the Commission such amendments and supplements to such registration statement and prospectus used in connection therewith as may be necessary to keep such registration statement effective for a period of not less than 90 days, or such shorter period as may be required if all Registrable Securities covered by such registration statement are sold prior to the expiration of said 90-day period; and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement;

(b) prior to filing a registration statement, furnish to each seller of Warrants and Registrable Securities, copies of such registration statement as proposed to be filed, and thereafter such number of copies of such registration statement, each amendment and supplement thereto (in each case including all exhibits thereto), the prospectus included in the registration statement (including each preliminary prospectus) and such other documents as such seller, managing underwriter or agent may reasonably request, including without limitation, signed copies of all consents and certificates of experts, and will furnish one conformed copy of such registration statement as originally filed and each amendment thereto (including documents incorporated by reference into the related prospectus);

(c) deliver to each seller of Registrable Securities, without charge, as many copies of each preliminary prospectus as such seller may reasonably request, and consent to the use of such copies for purposes permitted by the Securities Act; deliver to each such seller participating in such offering, without charge, from time to time during the period when a prospectus is required to be delivered under the Securities Act, such number of copies of the prospectus (as supplemented or amended) as such sellers may reasonably request;

(d) use its best efforts promptly to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests (provided that the seller shall be responsible for blue sky fees for any states in which the Issuer would not otherwise have registered the Registrable Securities), and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable

Securities owned by such seller; provided, that for any such purpose the Issuer will not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 7.3(d),

(ii) subject itself to taxation in any such jurisdiction or (iii) consent to general service of process in any such jurisdiction;

(e) use its best efforts promptly to cause the Registrable Securities covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Issuer to enable the sellers thereof to consummate the disposition of such Registrable Securities;

(f) immediately notify the sellers of Registrable Securities, and confirm the notice in writing, (i) when a registration statement, or any post-effective amendment to such registration statement shall have become effective, or any supplement to the related prospectus or any amended prospectus shall have been filed, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission to amend the registration statement or amend or supplement the prospectus or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the registration statement or of any order preventing or suspending the use of any preliminary prospectus, or of the suspension of the qualification of the registered securities for offering or sale in any jurisdiction, or of the institution or threatening of any proceedings for any of such purposes and (v) if at any time when a prospectus is required by the Securities Act to be delivered in connection with sales of the registered securities any representation and warranty of the Issuer contemplated by Section 7.3(j) hereof ceases to be true and correct;

(g) if at any time when a prospectus is required by the Securities Act to be delivered in connection with sales of the Warrants and Registrable Securities any event shall occur or condition exist as a result of which it is necessary, in the opinion of counsel for the sellers of such Registrable Securities, or counsel for the Issuer, to amend the registration statement covering such Registrable Securities or amend or supplement the related prospectus in order that such prospectus will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or if it shall be necessary, in the opinion of any of such counsel, at any such time to amend such registration statement or amend or supplement the related prospectus in order to comply with the requirements of the Securities Act, promptly prepare and file such amendment or supplement as may be necessary to correct such untrue statement or omission or to make such registration statement or the related prospectus comply with such requirements;

(h) use every reasonable effort to prevent the issuance of any stop order suspending the effectiveness of a registration statement or of any order preventing or suspending the use of any preliminary prospectus and, if any such order is issued, to obtain the lifting thereof at the earliest possible time;

(i) not at any time file or make any amendment to a registration statement, or any amendment of or supplement to a related prospectus (including amendments of the documents incorporated by reference into such prospectus), of which the sellers of Registrable Securities or any managing underwriter or agent shall not have been previously advised and furnished a copy, or to which such sellers, any managing underwriter or agent or counsel for any of the foregoing shall reasonably object;

(j) in the case of an underwritten offering by the Issuer, enter into customary agreements (including an underwriting agreement in customary form) and take such other actions (including without limitation making such representations and warranties to the sellers of Registrable Securities, the underwriters and agents, if any, in form, substance and scope as are customarily made by issuers to underwriters and agents in primary underwritten public offerings) as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities, and shall use its best efforts to cause such underwriters to agree in such customary agreements to purchase from any Holder who so requests its Warrants in connection with such underwritten public offering (without requiring such Holders to exercise its Warrant for Warrant Stock);

(k) make available for inspection by any seller of Registrable Securities, any managing underwriter or agent participating in any disposition pursuant to such registration statement, and any representative of such seller, underwriter or agent (collectively, the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the Issuer (collectively, the "Records") as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Issuer's officers, directors and employees to supply all information reasonably requested by any such Inspectors in connection with such registration statement. Records that the Issuer determines, in good faith, to be confidential and which it notifies the Inspectors are confidential shall not be disclosed by the Inspectors unless (i) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in the registration statement, (ii) the release of such Records is ordered pursuant to a subpoena or other order from a court or administrative agency of competent jurisdiction or (iii) the information in such Records has been made generally available to the public. The seller of Warrants or Registrable Securities agrees that it will, upon learning that disclosure of such Records is sought in a court or administrative agency of competent jurisdiction, give notice to the Issuer and allow the Issuer, at the Issuer's expense, to undertake appropriate action to prevent disclosure of Records deemed confidential;

(l) on the effective day of a registration statement, cause to be delivered to the selling Holders opinions of counsel for the Issuer, which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to counsel for the selling Holders, covering the matters customarily covered in opinions given to underwriters in primary underwritten public offerings; immediately prior to the effectiveness of a registration statement, cause to be delivered to the selling Holders letters from the Issuer's independent public accountants stating that such accountants are

independent public accountants with respect to the Issuer within the meaning of the Securities Act, and otherwise in customary form and covering such financial and accounting matters as are customarily covered by letters of the independent public accountants delivered in connection with primary underwritten public offerings;

(m) comply with all applicable rules and regulations of the Commission, and make available to the Holders, as soon as reasonably practicable, but no later than 45 days (or such later date, if an appropriate extension of such time shall have been granted) after the close of the period covered thereby (or 90 days (or such later date, if an appropriate extension of such time shall have been granted) if such period is a fiscal year) an earnings statement covering the period of 12 months, beginning within three months after the effective date of the registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act (and in form complying with Rule 158 under the Securities Act);

(n) promptly after the registration and sale thereof, use its best efforts to cause any Registrable Securities to be listed on a national securities exchange and on each additional national securities exchange on which similar securities issued by the Issuer are then listed, if the listing is then permitted under the rules of such exchange, or, if such listing is not possible, to secure designation of all Registrable Securities as NASDAQ "national market system securities" within the meaning of Rule 11Aa2-1 of the Commission or, failing that, to secure NASDAQ authorization for the Registrable Securities; and

(o) file the reports required to be filed by it under the Securities Act and the Exchange Act and take such further action as any Holder of Registrable Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Warrants and Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144; and upon the request of any such Holder, deliver to such Holder a written statement as to whether it has complied with such information and requirements.

Each Holder of Registrable Securities agrees that, upon receipt of any notice from the Issuer of the happening of any event of the kind described in Section 7.3(g) hereof, such Holder will forthwith discontinue disposition of Registrable Securities pursuant to the registration statement covering such Registrable Securities until such Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 7.3(g) hereof, and, if so directed by the Issuer, such Holder will deliver to the Issuer (at the Issuer's expense) all copies, other than permanent file copies then in such Holder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice. In the event the Issuer shall give any such notice, the Issuer shall extend the period during which such registration statement shall be maintained effective pursuant to this Agreement by the number of days during the period from and including the date of the giving of such notice pursuant to Section 7.3(f) hereof to and including the date when each seller of Registrable Securities covered by such registration statement shall have received the copies of the supplemented or amended

prospectus contemplated by Section 7.3(g) hereof.

Section 7.4. Registration Expenses. All reasonable expenses incident to the Issuer's performance of or compliance with Sections 7.1 through 7.7 hereof, including without limitation, all registration and filing fees, fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel in connection with blue sky qualifications of the Warrants and Registrable Securities), rating agency fees, printing expenses (including without limitation, expenses of printing prospectuses), messenger and delivery expenses, the fees and expenses incurred in connection with the listing of the securities to be registered on each securities exchange on which this Agreement requires such securities to be listed, and fees and disbursements of counsel for the Issuer and its independent certified public accountants, securities acts liability insurance (in the event the Issuer elects to obtain such insurance), the reasonable fees and expenses of any special experts retained by the Issuer in connection with such registration, reasonable fees and expenses of other Persons retained by the Issuer, incurred in connection with each registration hereunder (but not including any underwriting discounts or commissions attributable to the sale of Registrable Securities) (all such expenses collectively the "Registration Expenses") will be borne by the Issuer.

Section 7.5. Indemnification; Contribution.

(a) Indemnification by the Issuer. The Issuer agrees to indemnify, to the full extent permitted by law, each Holder of Registrable Securities, its officers, directors and agents and each Person who controls such Holder (within the meaning of the Securities Act), and any investment advisor thereof or agent therefor, against all losses, claims, damages, liabilities and expenses (collectively, "Damages") caused by any untrue or alleged untrue statement of a material fact contained in any registration statement, prospectus or preliminary prospectus or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading, except insofar as the same are caused by or contained in any information with respect to such Holder furnished in writing to the Issuer by such Holder expressly for use therein or by such Holder's failure to deliver a copy of the registration statement or prospectus or any amendments or supplements thereto after the Issuer has furnished or made available to such Holder a sufficient number of copies of the same. The Issuer will also indemnify any underwriters of the Warrants and Registrable Securities, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Holders of Warrants and Registrable Securities. The Issuer's indemnity set forth in the preceding sentences of this

Section 7.05(a) is subject to the condition that, insofar as such indemnity relates to any untrue statement or omission or any alleged untrue statement or omission made in a preliminary prospectus but eliminated or remedied in a final prospectus, it shall not inure to the benefit of any selling Holder, its officers, directors and agents or any Person who controls such Holder, if a copy

copy of the final prospectus was not delivered by the selling Holder to a Person purchasing from such Holder and asserting the claim at or prior to the time required by the Securities Act, sufficient copies of such final prospectus were furnished or made available to such Holder and the delivery thereof to such Person would have constituted a defense to the claim asserted by such Person.

(b) Indemnification by Holders of Registrable Securities. In connection with any registration statement in which a Holder is participating, each such Person hereby indemnifies, to the full extent permitted by law, the Issuer, its directors, officers and agents and each Person who controls the Issuer (within the meaning of the Securities Act) against any Damages resulting from any untrue or alleged untrue statement of a material fact or any omission or alleged omission of a material fact required to be stated in the registration statement or prospectus or any amendment thereof or supplement thereto or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading, to the extent, but only to the extent, that such untrue statement or omission is contained in any information or affidavit with respect to such Holder furnished in writing by such Holder expressly for inclusion in such registration statement or prospectus.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification under this Section 7.5 agrees to give prompt written notice to the indemnifying party after the receipt by such Person of any notice of the commencement of any action, suit, proceeding or investigation or threat thereof made in writing for which such Person will claim indemnification or contribution pursuant to this Section 7.5 and, unless in the reasonable judgment of the indemnified party a conflict of interest may exist between such indemnified party and the indemnifying party with respect to such claim, permit the indemnifying party to assume defense of such claim with counsel reasonably satisfactory to the indemnified party; provided, that the failure to so notify such indemnifying party shall not relieve such party from any liability which it may have to such indemnified party except to the extent that the failure to give notice is prejudicial to such indemnifying party. If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it will not be obligated to pay the fees and expenses of more than one counsel with respect to such claim, unless in the reasonable judgment of such indemnified party a conflict of interest may exist between such indemnified party and any other indemnified parties with respect to such claim, in which event the indemnifying party shall be obligated to pay the fees and disbursements of such additional counsel or counsels. The indemnifying party will not be subject to any liability for any settlement made without its consent, which consent shall not be unreasonably withheld.

(d) Contribution. If the indemnification provided for in this Section 7.5 from the indemnifying party is unavailable to an indemnified party hereunder (other than by reason of the exceptions provided in Section 7.5(a) or (b) hereof) in respect of any Damages referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Damages in such proportion as is appropriate to reflect the relative fault of the

indemnifying party and the indemnified party in connection with the actions which resulted in such Damages, as well as any other relevant equitable considerations. The relative fault of such indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or related to information supplied by, such indemnifying party or indemnified parties, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the Damages referred to above shall be deemed to include, subject to the limitations set forth in Section 7.5(c) hereof, any legal or other fees and expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 7.5(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the preceding sentences of this paragraph. 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. If indemnification is available under this Section 7.5, the indemnifying parties shall indemnify each indemnified party to the full extent provided in Section 7.5(a) and (b) hereof without regard to the relative fault of said indemnifying party or indemnified party or any other equitable consideration provided for in this Section 7.5 (d).

Section 7.6. Participation in Underwritten Registrations. No Person may participate in any underwritten registration hereunder unless such Person

(a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all powers of attorney, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements. Each Holder participating in any registration under this Article 7 agrees not to use any materials in connection with the sale of Registrable Securities pursuant to such registration other than materials filed by the Issuer with the Commission or, after such registration becomes effective, otherwise publicly available.

Section 7.7. Rule 144. The Issuer covenants that it will file all reports required to be filed by it under the Securities Act and the Securities Exchange Act of 1934, as amended, and it will take such further action as a Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Warrants and Warrant Stock without registration under the Securities Act. Upon the request of the Holder, the Issuer will deliver to such Holder a notice stating whether it has complied with such requirements.

ARTICLE 8.

REPRESENTATIONS AND WARRANTIES OF THE ISSUER

The Issuer represents and Warrants to each of the Holders on the Closing Date that:

Section 8.1. Due Incorporation. The Issuer (a) is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, (b) has all requisite corporate power, and has all governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted, and (c) is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify would have a material adverse effect on the consolidated financial condition, business, operations or prospects of the Issuer.

Section 8.2. Authority to Execute and Perform Agreement. The Issuer has all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Warrants and issue and deliver the Warrants and Warrant Stock; the execution, delivery and performance by the Issuer of this Agreement and the Warrants have been duly authorized by all necessary corporate action on its part; and this Agreement and the Warrants have been duly executed and delivered by and are the legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as such enforceability may be limited by (a) bankruptcy, reorganization, insolvency and similar laws of general application relating to or affecting the enforcement of creditors' rights generally or (b) the principles governing the availability of equitable remedies. The Issuer has delivered to Chase resolutions of its Board of Directors authorizing the execution and delivery of this Agreement and the issuance of the Warrants as contemplated hereby, together with a certificate of the Secretary of the Issuer certifying that such resolutions were duly adopted and remain in full force and effect.

Section 8.3. Authorized Capital Stock. The authorized capital stock of the Issuer on the date hereof consists of 10,000,000 shares of Common Stock, of which, as of May 18, 1994, there were 3,744,122 shares of Common Stock issued and outstanding. The Common Stock has the rights and preferences set forth in the Certificate of Incorporation of the Issuer, a true, correct and complete copy of which, together with the Bylaws of the Issuer, has heretofore been delivered to Chase.

Section 8.4. Valid Issuance. The Issuer has duly reserved by all appropriate corporate action, and will keep available for issue upon the exercise of the Warrants, such number of its authorized but unissued shares of Common Stock as will be sufficient to permit the exercise in full of all outstanding Warrants. The Warrants, and the Warrant Securities issuable upon exercise thereof, when issued and delivered, will be validly issued, fully paid and nonassessable.

Section 8.5. No Breach. None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, including without limitation the issuance of the Warrants, and compliance with the terms and provisions hereof and thereof will (a) conflict with or result in a breach of, or require any consent under, (i) the certificate of incorporation or bylaws of the Issuer, or (ii) any applicable law or regulation, or (iii) any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which the Issuer is a party or by which the Issuer is bound or to which the Issuer is subject, or (b) constitute a default under any such agreement or instrument, or result in the creation or imposition of any lien upon any of the revenues or assets of the Issuer pursuant to the terms of any such agreement or instrument.

Section 8.6. Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any governmental or regulatory authority or agency, which have not already been made or obtained are necessary for the execution, delivery or performance by the Issuer of this Agreement and the Warrants, the consummation of the transactions herein and therein contemplated or for the validity or enforceability thereof, other than any applications to list the securities issuable hereunder on any national securities exchange (which applications will be made in timely fashion).

Section 8.7. Accuracy of Information. The factual information furnished by or on behalf of the Issuer or any of its Subsidiaries to Chase in connection with this Agreement or any transaction contemplated hereby does not contain untrue statements of material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading and, without limiting the foregoing, the Issuer has disclosed to Chase (a) all arrangements regarding the ownership of the Issuer, (b) all litigation, whether pending or threatened which, if resolved adversely to the Issuer or its Subsidiaries, could have a material adverse effect on the Issuer's or any of its Subsidiaries' business, financial condition, operations, results of operations, assets or prospects and (c) all material liabilities of the Issuer and its Subsidiaries.

ARTICLE 9.

LEGEND ON CERTIFICATES

Section 9.1. Legend on Warrants. A copy of this Agreement shall be filed with the Secretary of the Issuer and kept with the records of the Issuer. Each of the Holders hereby agrees that, in addition to any other legend that may be required under applicable law, so long as this Agreement is in effect, each Warrant shall bear a legend reading substantially as follows:

This Warrant is subject to and is transferable only upon compliance with the provisions specified in the Warrant Agreement dated as of May 10, 1994, between Del Electronics Corp. and Chase Manhattan Investment Holdings, Inc., a copy of which may be obtained from Del Electronics Corp. or from the holder of this Warrant.

Section 9.2. Legend on Warrant Stock. Each of the Holders hereby agrees that, in addition to any other legend that may be required under applicable law, so long as this Agreement is in effect, each outstanding certificate representing Warrant Stock subject to this Agreement shall bear a legend reading substantially as follows:

The shares represented by this Certificate are subject to and are transferable only upon compliance with the provisions specified in the Warrant Agreement dated as of May 10, 1994, between Del Electronics Corp. and Chase Manhattan investment Holdings, Inc., a copy of which may be obtained from Del Electronics Corp. or from the holder of this Certificate.

Section 9.3 Legend on Registered Securities. Notwithstanding the foregoing, the Issuer shall cause to be stamped or otherwise imprinted upon any Warrants or Certificates representing Warrant Stock that have been distributed in a registered public offering pursuant to the Securities Act, or pursuant to Rule 144, at the request of the Holder thereof and without expense to such Holder, a legend in substantially the following form:

The restrictions on transferability of [this Warrant] [the securities represented by this certificate], as specified in the Warrant Agreement, dated as of May 10, 1994, between Del Electronics Corp. and Chase Manhattan Investment Holdings, Inc., terminated on , 199___ and are of no further force or effect.

ARTICLE 10.

COVENANTS OF THE ISSUER

Section 10.1. Information, Etc. The Issuer covenants and agrees that it will deliver the information specified below to each Holder:

(a) as soon as available and in any event within 90 days (or such later date, if an appropriate extension of such time shall have been granted) after the end of each fiscal year of the Issuer, consolidated statements of

income, retained earnings and cash flows and changes in financial position of the Issuer and its consolidated Subsidiaries for such year and the related balance sheet as at the end of such year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, and accompanied by an opinion thereon of a firm of independent certified public accountants of recognized national standing, which opinion shall state that said financial statements fairly present the financial condition and results of operations of the Issuer at the end of, and for, such fiscal year;

(b) as soon as available, and in any event within 45 days (or such later date, if an appropriate extension of such time shall have been granted) after the end of each fiscal quarter of the Issuer other than the last fiscal quarter in each fiscal year the unaudited consolidated balance sheet of the Issuer and its consolidated Subsidiaries as at the end of such fiscal quarter, and the related unaudited consolidated statements of income and cash flows of the Issuer and its consolidated Subsidiaries for such fiscal quarter and for the portion of the fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding periods of the previous year (such financial statements, together with the financial statements referred to in paragraph (a) above, being referred to herein as the "Quarterly Financial Statements"), accompanied, in each case, by a certificate of a senior officer of the Issuer, which certificate shall state that said financial statements fairly present the financial condition and results of operations of the Issuer and its Subsidiaries in accordance with GAAP, consistently applied, as at the end of, and for, such period (subject to normal year-end audit adjustments);

(c) promptly upon their becoming available, copies of all registration statements and regular periodic reports, if any, which the Issuer, or any of its Subsidiaries shall have filed with the Commission or any national securities exchange; and

(d) promptly upon the mailing thereof to any shareholders or creditors of the Issuer or any of its Subsidiaries, copies of all information, financial statements, compliance certificates, reports and proxy statements so mailed.

Section 10.2. Other Covenants. The Issuer covenants and agrees that, at all times when any Warrant is outstanding, it shall undertake the following:

(a) **Books and Records.** The Issuer will maintain, and will cause each of its Subsidiaries to maintain, books and records in accordance with GAAP.

(b) **Corporate Existence.** Except as permitted by and pursuant to this Agreement, the Issuer will, and will cause each of its Subsidiaries to: preserve and maintain its corporate existence and comply with the requirements of all applicable laws, rules, regulations and orders of governmental or regulatory authorities if failure to comply with such requirements could reasonably be expected to have a material adverse effect on the business,

operations, assets, financial condition, prospects or results of operations of the Issuer or any of its Subsidiaries.

Section 10.3. Restriction on Controlling Stock. The Issuer covenants and agrees that it will not, without the prior written consent of each Holder subject to Regulation Y or Regulation K, directly or indirectly (i) purchase, redeem, retire or otherwise acquire or (ii) pay any dividend in, or otherwise distribute to the Holders of the Common Stock, any shares of the capital stock of the Issuer if, as a result of such purchase, redemption, retirement or other acquisition, any such Holder, together with its Affiliates, would own, or be deemed to own, in the aggregate 25% or more of the total number of shares of Common Stock of the Issuer then outstanding or 5% or more of the total number of shares of Common Stock then outstanding (assuming the exercise of all Warrants then held by such Holder). Each Holder subject to Regulation Y or Regulation K will, promptly upon written request of the Issuer, confirm to the Issuer whether any Person specified by the Issuer as a holder of Common Stock is an Affiliate of such Holder and whether, after giving effect to any proposed purchase, redemption, retirement or other acquisition by the Issuer of Common Stock, such Holder together with its Affiliates, would own or be deemed to own Common Stock or Common Stock, as the case may be, in excess of the above percentages.

Section 10.4. Reservation and Authorization of Common Stock; Registration With or Approval of Any Governmental Authority. The Issuer shall at all times reserve and keep available for issue upon the exercise of Warrants such number of its authorized but unissued shares of Common Stock as will be sufficient to permit the exercise in full of all outstanding Warrants. The Issuer will not amend its articles of incorporation in any respect relating to the Common Stock in any way which would materially adversely affect the Holders, other than to increase the authorized amount of Common Stock. All shares of Common Stock which shall be so issuable, when issued upon exercise of any Warrant, or upon conversion, as the case may be, shall be duly and validly issued, fully paid and nonassessable, and free and clear of all liens, security interests, charges and other encumbrances or restrictions (other than encumbrances or restrictions imposed by this Agreement).

ARTICLE 11.

NOTICES TO HOLDERS

Section 11.1. Notice of Certain Corporation Action. In case the Issuer shall propose after the date hereof (a) to effect any reclassification of its Common Stock (other than a reclassification involving only the subdivision, or combination, of outstanding shares of Common Stock), or (b) to effect any capital reorganization, or (c) to effect any consolidation, merger or sale, transfer or other disposition of all or substantially all of its property, assets or business, or (d) to effect the liquidation, dissolution or winding up of the Issuer, then, in each such case, the Issuer shall give to each Holder, in accordance with Section 12.8, a notice of such proposed action, which shall specify the date on which a record is to be taken for the purposes of such stock

dividend, distribution or rights, or the date on which such reclassification, reorganization, consolidation, merger, sale, transfer, disposition, liquidation, dissolution or winding up is to take place and the date of participation therein by the holders of Common Stock, if any such date is to be fixed, and shall also set forth such facts with respect thereto as shall be reasonably necessary to indicate the effect of such action on the Common Stock and the number and kind of any other property which will comprise a Stock Unit, and the purchase price or prices thereof, after giving effect to any adjustment which will be required as a result of such action. Such notice shall be so given at least 20 days prior to the taking of such proposed action or the date of participation therein by the holder of Common Stock, whichever is earlier.

Section 11.2. Notice of Warrant Expiration Date. The Issuer shall give to each Holder, in accordance with Section 12.8, notice of the Warrant Expiration Date. Such notice shall be given by the Issuer not less than 90 days but not more than 120 days prior to the then scheduled Warrant Expiration Date. In the event the Issuer fails to timely give the notice required by this Section 11.2, the Warrant Expiration Date shall be extended automatically to the date which is 90 days following delivery by the Issuer to the Holder of such notice.

ARTICLE 12.

MISCELLANEOUS

Section 12.1. Term. Except as provided below, this Agreement shall terminate on the earlier of the date when there are no more Warrants of the Holders outstanding and the Termination Date; provided, that the provisions of Articles 7 and 9 shall survive any such termination.

Section 12.2. Successors and Assigns. Subject to the provisions of Article 4 hereof, this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

Section 12.3 Governing Law; Submission to Jurisdiction; Waivers. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW.

THE ISSUER HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION OF ANY NEW YORK STATE OR UNITED STATES FEDERAL COURT SITTING IN NEW YORK COUNTY OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND THE ISSUER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD IN SUCH NEW YORK STATE OR FEDERAL COURT. THE ISSUER FURTHER WAIVES ANY OBJECTION TO VENUE IN THE STATE OF NEW YORK AND ANY OBJECTION TO ANY ACTION OR PROCEEDING IN SUCH STATE ON THE BASIS OF FORUM NON CONVENIENS

AND THAT ANY ACTION OR PROCEEDING BROUGHT AGAINST CHASE OR ANY OF ITS AFFILIATES HEREUNDER SHALL BE BROUGHT ONLY IN NEW YORK STATE OR UNITED STATES FEDERAL COURT SITTING IN NEW YORK COUNTY.

THE ISSUER IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO IT AT ITS ADDRESS SET FORTH IN SECTION 12.8 HEREOF.

THE ISSUER AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM FOR

INDEMNIFICATION OR CONTRIBUTION HEREUNDER OR IN RESPECT OF ANY CLAIM, ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE MATTERS WHICH ARE THE SUBJECT OF THIS AGREEMENT AND THE WARRANTS OR IN ANY OTHER MANNER IS HEREBY WAIVED OR DEEMED WAIVED BY EACH PARTY TO THIS AGREEMENT AND EACH PARTY WHO MAY NOW OR HEREAFTER BE ENTITLED TO INDEMNIFICATION HEREUNDER.

Section 12.4. Headings. Paragraph headings are inserted herein for convenience only and do not form a part of this Agreement.

Section 12.5. Entire Agreement; Amendment. This Agreement and the Warrants contain the entire agreement among the parties hereto with respect to the transactions contemplated hereby, supersede all prior written agreements and negotiations and oral understandings, if any, and may not be amended or supplemented except by an instrument in writing signed by the Issuer and the Majority Holders (except only for supplements contemplated by any executed Joinder Agreement). In the event that any Holder or the Issuer shall be required, as a result of the enactment, amendment or modification, subsequent to the date hereof, of any applicable law or regulation, or by the order of any governmental authority, to take any action that is inconsistent with or that would constitute a violation or a breach of any terms of this Agreement, then the Holders and the Issuer shall use their best efforts to negotiate an appropriate amendment or modification of, or waiver of compliance with, such terms.

Section 12.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 12.7. Injunctive Relief. It is acknowledged that it will be impossible to measure in money the damages that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that in the event of any such failure, an aggrieved Person will be irreparably damaged

and will not have an adequate remedy at law. Any such Person shall, therefore, be entitled to injunctive relief, including specific performance, to enforce such obligations, and if any action should be brought in equity to enforce any provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

Section 12.8. Notices. All notices, statements, instructions or other documents required to be given hereunder, shall be in writing and shall be given personally by courier, by mailing the same, first class mail, postage prepaid and either certified or registered, return receipt requested, or by confirmed telecopy, in each case addressed as follows:

if to the Issuer, at:

1 Commerce Park
Valhalla, NY 10595

Attn: Michael Taber
Telephone: (914) 686-3600 Telecopy: (914) 686-5424

with a copy to:

Martin Goldwyn, Esq.

Tashlik, Kreutzer & Goldwyn, P.C.
833 Northern Boulevard
Great Neck, NY 11021

Telephone: (516) 466-8005 Telecopy: (516) 829-6537

or at such other address as the Issuer may specify by written notice to each Holder in accordance with this Section 13.8;

if to Chase, at:

1 Chase Manhattan Plaza 8
New York, NY 10081

Attn: Jon Masur
Telephone: (212) 552-5904 Telecopy: (212) 552-5529

or at such other address as Chase may specify by written notice to the Issuer; and if to the Holders, at their addresses reflected in the stock records of the Issuer. Each Holder, by written notice given to the Issuer in accordance with this Section 12.8, may change the address to which notices, statements, instructions or other documents are to be sent to such Holder. All notices, statements, instructions and other documents hereunder that are mailed shall be deemed to have been given five days after having been deposited in the mail with the proper address and postage.

Section 12.9 Brokers; Information. No party hereto has dealt with any broker, finder, commission agent or other Person in connection with the Warrants, the Warrant Stock or any other securities or aspects of the transactions contemplated by this Agreement, and no party hereto is under any obligation to pay any broker's fees or other commission in connection therewith.

Section 12.10. Recapitalizations, Exchanges, Etc. The provisions of this Agreement shall apply, to the full extent set forth herein with respect to Common Stock, to any and all shares of capital stock of the Issuer or any successor or assign of the Issuer (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for, or in substitution of, Common Stock (and without duplication of the terms of any Warrant), which shall be appropriately adjusted for any stock dividends, splits, reverse splits, combinations, recapitalizations and the like occurring after the date hereof.

Section 12.11. Expenses. The Issuer agrees to pay all fees and disbursements of each Holder (excluding fees and expenses of counsel) in connection with the issuance of the Warrants as contemplated by this Agreement or any amendments hereto or thereto and the fees and disbursements of each Holder (excluding fees and expenses of counsel) in connection with the, preparation, negotiation, review, execution, delivery and enforcement of this Agreement, the Warrants and the other documents contemplated hereby and thereby and any waiver or consent hereunder or thereunder and any amendment hereof or thereof. In addition, the Issuer agrees to pay any and all stamp, transfer and other similar taxes payable or determined to be payable in connection with the execution and delivery of this Agreement and the issuance of the Warrants.

Section 12.12. Taking of Record; Stock and Warrant Transfer Books. In the case of all dividends or other distributions by the Issuer to the holders of its Common Stock with respect to which any provision of Article 5 refers to the taking of a record of such holders, the Issuer will in each such case take such a record as of the close of business on a Business Day. The Issuer will not at any time, except upon dissolution, liquidation or winding up of the Issuer, close its stock transfer books or Warrant transfer books so as to result in the preventing or delaying the exercise or transfer of any Warrants or Warrant Stock.

Section 12.13. Indemnification. The Issuer shall indemnify and hold harmless Chase, the Holders and each of their respective directors, officers, employees, controlling persons and agents (each an "Indemnified Person") on demand from and against any and all losses, claims, damages, liabilities (or actions or other proceedings commenced or threatened in respect thereof) and expenses that arise out of, result from, or in any way relate to, this Agreement or the Warrants, or in any connection with the other transactions contemplated hereby or thereby, and shall reimburse each Indemnified Person, upon its demand, for any reasonable legal or other expenses incurred in connection with investigating, defending or participating in the defense of any such loss, claim, damage, liability, action or other proceeding (whether or not such Indemnified Person is a party to any action or proceeding out of which any such

expenses arise), other than any of the foregoing claimed by any Indemnified Person to the extent incurred by reason of the gross negligence or wilful misconduct of such Indemnified Person.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the date first written above.

DEL ELECTRONICS CORP.

By: /s/ Leonard A. Trugman

Name:

Title:

**CHASE MANHATTAN INVESTMENT
HOLDINGS, INC.**

By:

Name:

Title:

EXHIBIT A

FORM OF WARRANT

This Warrant is subject to and is transferable only upon compliance with the provisions specified in the Warrant Agreement dated as of May 10, 1994 (the "Warrant Agreement"), between Del Electronics Corp. and Chase Manhattan investment Holdings, Inc., a copy of which may be obtained from Del Electronics Corp. or from the holder of this Warrant.

No. of Stock Units: Certificate No.

WARRANT
to Purchase
Common Stock
of
DEL ELECTRONICS CORP.

THIS IS TO CERTIFY THAT Chase Manhattan Investment Holdings, Inc., a Delaware corporation ("Chase"), or registered assigns, is entitled, at any time, to purchase an aggregate of _____ Stock Units, in whole or in part, from the Issuer. This Warrant may be exercised, in the manner provided in Article 3 of the Warrant Agreement, at any time until 5:00 P.M., New York City time, on the Warrant Expiration Date, at a purchase price of \$---- per Stock Unit (as such Stock Unit is adjusted in accordance with the provisions of the Warrant Agreement), all on the terms and conditions and pursuant to the provisions provided herein and in the Warrant Agreement. Capitalized terms used herein without definition have the meanings assigned to them in the Warrant Agreement.

THIS WARRANT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW.

IN WITNESS WHEREOF, the Issuer has caused this Warrant to be duly executed and its corporate seal to be impressed hereof and attested by its Secretary or an Assistant Secretary.

Dated as of -----, 199---

[CORPORATE SEAL]

DEL ELECTRONICS CORP.

Attest:

By:

Secretary

President

Exhibit 1 to Exhibit A

SUBSCRIPTION FORM

(To be executed only upon exercise of Warrant)

The undersigned registered owner of this Warrant irrevocably exercises this Warrant for and purchases ----- Stock Units of Del Electronics Corp. purchasable with this Warrant, and herewith makes payment therefor (by check, in the amount of \$----), all at the price and on the terms and conditions specified in this Warrant and in the Warrant Agreement dated as of May 10, 1994, between Del Electronics Corp. and Chase Manhattan Investment Holdings, Inc. The undersigned requests that certificates for the shares of Common Stock hereby purchased (and any securities or other property issuable upon such exercise) be issued in the name of and delivered to, ----- whose address is -----.

Dated: -----, 199---

[Name of Registered Owner]

By:
Name:

Title:

(Street Address)

(City) (State) (Zip Code)

OR

(Signature of Transferee)

Exhibit 2 to Exhibit A

FORM OF ASSIGNMENT

(To be executed by the registered holder hereof)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers all the rights of the undersigned under the within Warrant Certificate with respect to the number of Warrants evidenced thereby set forth below to:

Name of Assignee Address Number of Warrants

Dated:-----

[Name of Holder]

By:

Name:

Title:

EXHIBIT B

[FORM OF JOINDER AGREEMENT]

**JOINDER IN
DEL ELECTRONICS CORP.
WARRANT AGREEMENT**

In consideration of the issuance or transfer to (him) (her) (it) of Warrants of Del Electronics Corp. (the "Issuer"),----- (the "Additional Warrantholder") agrees that, as of the date written below, the Additional Warrantholder shall become a party as a Holder to the Warrant Agreement dated as of May 10, 1994 between the Issuer and Chase Manhattan Investment Holdings, Inc. (as at any time amended or otherwise modified, the "Warrant Agreement"); terms defined therein having their respective defined meanings when used herein). The Additional Warrantholder agrees to be bound by all of the terms and provisions of the Warrant Agreement as though (he) (she) (it) were any original party thereto and were included in the definition of "Holder" as used therein.

[Name of Additional Warrantholder]

Dated:----- **By:** Name:

Title:

AMENDMENT TO WARRANT AGREEMENT

AMENDMENT TO WARRANT AGREEMENT dated as of January 27, 1995 between DEL ELECTRONICS CORP, a New York corporation (the "Issuer") and CHASE MANHATTAN INVESTMENT HOLDINGS, INC., a Delaware corporation ("Chase").

WHEREAS, the Issuer and The Chase Manhattan Bank, N.A., a national banking association and an affiliate of Chase (the "Bank") are parties to a Credit Agreement dated as May 10, 1994 (as heretofore and as may hereafter be modified, the "Credit Agreement"); and

WHEREAS, in order to induce the Bank to enter into the Credit Agreement, and as compensation therefor, the Issuer authorized the issuance to the Bank or its designee of Warrants and entered into an agreement, dated as of May 10, 1994, with Chase with respect thereto (the "Warrant Agreement"); and

WHEREAS, all terms used herein and not otherwise defined herein shall have the meaning given to them in the Warrant Agreement, if defined therein; and

WHEREAS, the Debtors (as such term is defined in the Credit Agreement) have requested that the Bank modify certain interest rate provisions set forth in the Credit Agreement; and

WHEREAS, the Bank is willing to modify such provisions, but only if, among other things, the Issuer agree to change the Exercise Price set forth in the Warrant Agreement;

WHEREAS, the parties hereto desire to set forth their agreement with respect to such change in the Exercise Price;

NOW, THEREFORE, in consideration of the premises and other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The definition of "Exercise Price" contained in Section 1.1 of the Warrant Agreement hereof and the following the date substituted therefor:

"Exercise Price" shall mean \$5.50.

2. The definition of "Warrants" contained in Section 1.1 of the Warrant Agreement is hereby deleted as of the date hereof and the following substituted therefor:

"Warrants" means the warrants originally issued by the Issuer in the form of Exhibit A hereto, as the same may be amended from time to time, evidencing rights to purchase up to the number of Stock Units indicated thereon, and all Warrants issued upon transfer, division or combination of, or in substitution for, any thereof, as the same may be amended from time to time. All Warrants shall at all times be identical as to terms and conditions and date, except as to the number of Stock Units for which they may be exercised.

3. Section 2.1 of the Warrant Agreement is hereby amended as of the date hereof by the substitution of the phrase "30,900 Stock Units" for the phrase "30,000 Stock Units."

4. In furtherance of the changes contemplated by this Amendment, simultaneously herewith the Issuer is delivering to Chase a substitute Warrant (the "Substitute Warrant") in form and substance as Exhibit A hereto.

5. Corporate Power: The Issuer has all necessary corporate power and authority to execute, deliver and perform its obligations under this Amendment, and the Warrants, as hereby amended, and issue and deliver the Substitute Warrant; the execution, delivery and performance by the Issuer of this Amendment and the Substitute Warrant have been duly authorized by all necessary corporate action on its part; and this Amendment and the Substitute Warrant have been duly executed and delivered by and are the legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, subject to the limitations set forth in Section 8.2 of the Warrant Agreement. Simultaneously herewith, the Issuer is delivering to Chase resolutions of its Board of Directors authorizing the execution and delivery of this Amendment and the Substitute Warrant, together with a certificate of the Secretary of the Issuer certifying that such resolutions were duly adopted and remain in full force and effect.

6. Representations and Warranties. The Issuer affirms that, except as set forth in paragraph 7 hereof, the representations and warranties contained in Article 8 of the Warrant Agreement were correct when made and continue to be correct on the date hereof.

7. Authorized Capital Stock. The authorized capital stock of the Issuer on the date hereof consists of 10,000,000 shares of Common Stock, of which, as of January 27, 1995, there were 3,959,458 shares of Common Stock issued and outstanding.

8. Extent of Modification. Except as specifically set forth herein, the terms and conditions of the Warrant Agreement remain unchanged and in full force and effect.

DEL ELECTRONICS CORP.

By: /s/ Leonard A. Trugman

Name: Leonard A. Trugman
Title: Chairman

**CHASE MANHATTAN INVESTMENT
HOLDINGS, INC.**

By: /s/ Michael A. Hunt

Name: Michael A. Hunt
Title: Vice President

**EXHIBIT A
SUBSTITUTE WARRANT**

This Warrant is subject to and is transferable only upon compliance with the provisions specified in the Warrant Agreement dated as of May 10, 1994, as amended (the "Warrant Agreement"), between Del Electronics Corp. and Chase Manhattan Investment Holdings, Inc., a copy of which may be obtained from Del Electronics Corp. or from the holder of this Warrant.

No. of Stock Units: 30,900 Certificate No. 2

**WARRANT
to Purchase
Common Stock
of
DEL ELECTRONICS CORP.**

THIS IS TO CERTIFY that Chase Manhattan Investment Holdings, Inc., a Delaware corporation ("Chase"), or registered assigns, is entitled, at any time, to purchase an aggregate of Thirty Thousand Nine Hundred (30,900) Stock Units, in whole or in part, from the Issuer. This Warrant may be exercised, in the manner provided in Article 3 of the Warrant Agreement, at any time until 5:00 P.M., New York City time, on the Warrant Expiration Date, at a purchase price of \$5.50 per Stock Unit (as such Stock Unit is adjusted in accordance with the provisions of the Warrant Agreement), all on the terms and conditions and pursuant to the provisions provided herein and in the Warrant Agreement. Capitalized terms used herein without definition have the meanings assigned to them in the Warrant Agreement.

THIS WARRANT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW.

This Warrant is in substitution of and not in addition to Warrant Certificate No. 001 for 30,000 Stock Units, dated as of May 10, 1994, and issued to Chase.

IN WITNESS WHEREOF, the Issuer has caused this Warrant to be duly executed and its corporate seal to be impressed hereon and attested by its Secretary or an Assistant Secretary.

Dated as of January 27, 1995

[CORPORATE SEAL]

DEL ELECTRONICS CORP.

Attest:

By:

Name: Michael Taber
Secretary

Name: Leonard A. Trugman
President

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT BE SOLD OR OTHERWISE TRANSFERRED UNLESS THEY ARE REGISTERED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

25,000 Warrants

Void after 5:00 p.m. New York time on December 31, 1999

WARRANT TO PURCHASE COMMON STOCK

OF

DEL ELECTRONICS CORP.

This warrant certificate ("Warrant Certificate") certifies that for value received, Stanley Wunderlich ("SW"), an individual having an office at 8 The Hemlocks, Roslyn Estates, New York 11576 or registered assigns (collectively with SW, the "Warrant Holder") is the owner of the number of warrants ("Warrants") specified above, each of which entitles the holder thereof to purchase, at any time on or before the Expiration Date, as hereinafter defined, one fully paid and non-assessable share ("Share") of Common Stock, par value \$.10 per share ("Common Stock"), of Del Electronics Corp. (the "Company"), a New York corporation, at a purchase price of FIVE DOLLARS AND FIFTY CENTS (\$5.50) per share in lawful money of the United States of America in cash or by check or a combination of cash and check, subject to adjustment as hereinafter provided.

1. Warrant; Exercise Price; Payout Amount.

1.1. Each Warrant shall entitle the Warrant Holder the right to purchase one Share of Common Stock of the Company (individually, a "Warrant Share"; severally, the "Warrant Shares").

1.2. The purchase price payable upon exercise of each Warrant ("Exercise Price") shall be FIVE DOLLARS AND FIFTY CENTS (\$5.50), subject to adjustment as hereinafter provided. The Exercise Price and number of Warrants evidenced by each Warrant Certificate are subject to adjustment as provided in Section 7 hereof.

2. Exercise of Warrant; Expiration Date.

2.1. This Warrant Certificate is exercisable, in whole or from time to time in part, at the option of the Warrant Holder, at any time after the date of issuance and on or before the Expiration Date, upon surrender of this

Warrant Certificate to the Company together with a duly completed exercise form and payment of the Exercise Price. In the case of exercise of less than all the Warrants represented by this Warrant Certificate, the Company shall cancel the Warrant Certificate upon the surrender thereof and shall execute and deliver a new Warrant Certificate for the balance of such Warrants.

2.2. The term "Expiration Date" shall mean 5:00 p.m. New York time on December 31, 1999, or if such date shall in the State of New York be a holiday or a day on which banks are authorized to close, then 5:00 p.m. New York time the next following day which in the State of New York is not a holiday or a day on which banks are authorized to close, or in the event of any merger, consolidation, or sale of all or substantially all the assets of the Company as an entirety resulting in any distribution to the Company's stockholders prior to the Expiration Date, the Warrant Holder shall have the right to exercise this Warrant commencing at such time through the Expiration Date into the kind and amount of shares of stock and other securities and property (including cash) receivable by a holder of the number of shares of Common Stock into which this Warrant might have been exercisable immediately prior thereto.

3. Registration and Transfer on Company Books.

3.3. The Company shall maintain books and records for the registration and transfer of Warrant Certificates.

3.2. Prior to due presentment for registration of transfer of this Warrant Certificate, the Company may deem and treat the registered holder as the absolute owner thereof.

3.3. The Company shall register upon its books any transfer of a Warrant Certificate upon surrender of same to the Company accompanied by a written instrument of transfer duly executed by the registered holder. Upon any such registration of transfer, new Warrant Certificate(s) shall be issued to the transferee(s) and the surrendered Warrant Certificate shall be cancelled by the Company. A Warrant Certificate may also be exchanged, at the option of the holder, for new Warrant Certificates representing in the aggregate the number of Warrants evidenced by the Warrant Certificate surrendered.

4. Reservation of Shares. The Company covenants that it will at all times reserve and keep available out of its authorized Common Stock, solely for the purpose of issuance upon exercise of the Warrants, such number of shares of Common Stock as shall then be issuable upon the exercise of all outstanding Warrants. The Company covenants that all shares of Common Stock which shall be issuable upon exercise of the Warrants shall be duly and validly issued and fully paid and non-assessable and free from all taxes, liens and charges with respect to the issuance thereof, and that upon issuance such shares shall be listed on each national securities exchange, if any, on which the other shares

of outstanding Common Stock of the Company are then listed.

5. Exchange, Transfer, Assignment, Loss or Mutilation of Warrant Certificate. This Warrant Certificate is exchangeable, without expense, at the option of the Warrant Holder, upon presentation and surrender hereof to the Company or at the office of its stock transfer agent, if any, for other Warrants of different denominations entitling the holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. This Warrant Certificate may be transferred or assigned by the Warrant Holder upon surrender of this Warrant Certificate to the Company at its principal office or at the office of its transfer agent, if any, with the Assignment Form annexed hereto duly executed and funds sufficient to pay any transfer tax. Upon such surrender the Company shall, without charge, execute and deliver a new Warrant Certificate in the name of the assignee named in such instrument of assignment and this Warrant Certificate shall be promptly cancelled. This Warrant may be divided or combined with other warrants which carry the same rights upon presentation hereof at the principal office of the Company or at the office of its stock transfer agent, if any, together with a written notice specifying the names and denominations in which new Warrants are to be issued and signed by the Warrant Holder hereof. The term "Warrant Certificate" as used herein includes any Warrant Certificates into which this Warrant Certificate may be divided or exchanged. Upon receipt by the Company of reasonable evidence of the ownership of and the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, of indemnity reasonably satisfactory to the Company, or, in the case of mutilation, upon surrender and cancellation of the mutilated Warrant Certificate, the Company shall execute and deliver in lieu thereof a new Warrant Certificate of like tenor and date representing an equal number of Warrants.

6. Rights of the Holder. The Warrant Holder shall not, by virtue hereof, be entitled to any voting or other rights of a stockholder in the Company, either at law or equity, and the rights of the Warrant Holder are limited to those expressed in the Warrant Certificate and are not enforceable against the Company except to the extent set forth herein.

7. Adjustment of Exercise Price and Number of Shares Deliverable. The Exercise Price and the number of shares of Common Stock purchasable pursuant to each Warrant shall be subject to adjustment from time to time as hereinafter set forth in this Section 7:

(a) In case the Company shall (i) declare a dividend or make a distribution on its outstanding shares of Common Stock in shares of Common Stock, (ii) subdivide or reclassify its outstanding shares of Common Stock into a greater number of shares, or (iii) combine or reclassify its outstanding shares of Common Stock into a smaller number of shares, the Exercise Price

in effect at the time of the record date for such dividend or distribution or of the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price by a fraction, the denominator of which shall be the number of shares of Common Stock outstanding after giving effect to such action, and the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such action. Such adjustment shall be made successively whenever any event listed above shall occur.

(b) Whenever the Exercise Price payable upon exercise of each Warrant is adjusted pursuant to Subsection (a) above, the number of Shares purchasable upon exercise of this Warrant shall simultaneously be adjusted by multiplying the number of Shares initially issuable upon exercise of this Warrant by the Exercise Price in effect on the date hereof and dividing the product so obtained by the Exercise Price, as adjusted.

(c) Notwithstanding the provisions of Subsections (a) and

(b) of this Section 7, no adjustment in the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least five cents (\$0.05) in such price; provided, however, that any adjustments which by reason of this Subsection

(c) are not required to be made shall be carried forward and taken into account in any subsequent adjustment required to be made hereunder.

All calculations under this Section 7 shall be made to the nearest cent or to the nearest one-hundredth of a share, as the case may be. Anything in this Section 7 to the contrary notwithstanding, the Company shall be entitled, but shall not be required, to make such changes in the Exercise Price, in addition to those required by this Section 7, as it shall determine, in its sole discretion, to be advisable in order that any dividend or distribution in shares of Common Stock, or any subdivision, reclassification or combination of Common Stock hereafter made by the Company, shall not result in any Federal income tax liability to the holders of Common Stock or securities convertible into Common Stock (including Warrants).

(d) Whenever the Exercise Price is adjusted as herein provided, the Company shall promptly cause a notice setting forth the adjusted Exercise Price and adjusted number of Shares issuable upon exercise of each Warrant, and if requested by the Warrant Holder, information describing the transactions giving rise to such adjustments, to be mailed to the Warrant Holders at their last addresses appearing in the books and records of the

Company, and shall cause a certified copy thereof to be mailed to its transfer agent, if any. The Company may retain a firm of independent certified public accountants selected by the Board of Directors (who may be the regular accountants employed by the Company) to make any computation required by this Section 7, and a certificate signed by such firm shall be conclusive evidence of the correctness of such adjustment.

(e) In the event that at any time, as a result of an adjustment made pursuant to Subsection (a) above, the Warrant Holder of this Warrant thereafter shall become entitled to receive any shares of the Company, other than Common Stock, thereafter the number of such other shares so receivable upon exercise of this Warrant shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in Subsections (a) to (c), inclusive above.

(f) Irrespective of any adjustments in the Exercise Price or the number or kind of shares purchasable upon exercise of this Warrant, Warrants theretofore or thereafter issued may continue to express the same price and number and kind of shares as are stated in the similar Warrants initially issuable pursuant to this Warrant Certificate.

8. Fractional Shares. No certificate for fractional Shares shall be issued upon the exercise of the Warrants. With respect to any fraction of a Share called for upon any exercise hereof, the Company shall pay to the Warrant Holder an amount in cash equal to such fraction calculated to the nearest cent multiplied by the current market value of a Share, determined as follows:

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on the NASDAQ system, the current market value of a Share shall be the last reported sale price per Share of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing bid and asked prices per Share for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges, the current market value of a Share shall be the mean of the last reported bid and asked prices per Share reported by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the current market value of a Share shall be an amount, not less than book value thereof, as at the end of the most recent fiscal year of the Company ending prior to the date of the exercise of the Warrant, determined in such reasonable manner as may be prescribed by the Board of Directors of the Company.

9. Officer's Certificate. Whenever the Exercise Price shall be adjusted as required by the provisions of Section 7 hereof, the Company shall forthwith file in the custody of its Secretary or Assistant Secretary at its principal office and with its stock transfer agent, if any, an officer's certificate showing the adjusted Exercise Price as herein provided setting forth in reasonable detail the facts requiring such adjustment, including a statement of the number of additional shares of Common Stock, if any, and such other facts as shall be necessary to show the reason for and the manner of computing such adjustment. Each such officer's certificate shall be made available at all reasonable times for inspection by the holder or any holder of a Warrant executed and delivered pursuant to Section 2, and the Company shall, forthwith after each such adjustment, mail a copy by certified mail of such certificate to the Warrant Holder or any such holder.

10. Notices to Warrant Holders. So long as this Warrant shall be outstanding, (i) if the Company shall pay any dividend or make any distribution upon the Common Stock; or (ii) if the Company shall offer to the holders of Common Stock for subscription or purchase by them any shares of any class or any other rights; or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation, sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be mailed by certified mail to the Warrant Holder, at least fifteen days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any, which is to be fixed, as of which the holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

11. Reclassification, Reorganization or Merger. In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this

Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety, the Company shall, as a condition precedent to such transaction, cause effective provisions to be made so that the Warrant Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to purchase the kind and amount of shares of stock and other securities and property receivable upon such reclassification, capital reorganization and other change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant immediately prior to such reclassification, change, consolidation, merger, sale or conveyance. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 11 shall similarly apply to successive reclassifications, capital reorganizations and changes of shares of Common Stock and to successive consolidations, mergers, sales or conveyances. In the event that in connection with any such capital reorganization or reclassification, consolidation, merger, sale or conveyance, additional shares of Common Stock shall be issued in exchange, conversion, substitution or payment, in whole or in part, for a security of the Company other than Common Stock, any such issue shall be treated as an issue of Common Stock covered by the provisions of Subsection (a) of Section 7 hereof.

12. Voluntary Adjustment by the Company. The Company may, at its option, at any time during the term of the Warrants, reduce the then current Exercise Price to any amount deemed appropriate by the Board of Directors of the Company and/or extend the date of the expiration of the Warrants.

13. Registration Under the Securities Act of 1933.

(a) If at any time after the date hereof, the Company shall propose to file a registration statement ("Registration Statement") under the Securities Act of 1933, as amended (the "Act") (other than a reorganization or an offering pursuant to a stock option or other employee benefit plan or an offering on Form S-4 or S-5 (or any successor forms thereto) relating to an acquisition of another corporation), then, during the period commencing on the date hereof and terminating on the Expiration Date, and subject to Subsection (d) of this Section 13, the Company shall in each case deliver written notice thereof to the Holder of this Warrant or of the Warrant Shares and/or any then holder of Warrants or Warrant Shares (such persons being collectively referred to herein as "holders") at least 15 days before the anticipated filing date. Such notice shall offer to each holder the option to include Warrant Shares in such Registration Statement, subject to the conditions set forth in this Section 13; provided, however, that the Company shall be under no obligation to register Warrant Shares of any holder if

in the opinion of counsel to such holder no registration under the Act is required with respect to a public disposition of such Warrant Shares.

(b) Should a holder desire to have any Warrant Shares registered under this Section 13, such holder shall so advise in writing no later than 15 days after the date of receipt by the holder of the Company's written notice, setting forth the number of such Warrant Shares for which registration is requested. Subject to Subsection (d) of this Section 13, the Company shall thereupon include in such Registration Statement such Warrant Shares.

(c) Neither the giving of notice by the Company nor any request by any holders to register Warrant Shares pursuant to this Section 13 shall in any way obligate the Company to file any such Registration Statement, and notwithstanding the filing of such Registration Statement, the Company may, at any time prior to the effective date thereof, determine not to offer the securities to which such registration relates and/or withdraw the Registration Statement from the Securities and Exchange Commission (the "Commission"), without liability of the Company to any holders.

(d) If the securities covered by such Registration Statement are to be sold by underwriters in an underwritten public offering (including, without limitation, a so-called "best efforts" undertaking by an underwriter), the Company shall use its best efforts to cause the managing underwriter, if any, of a proposed offering to grant a request by a holder that Warrant Shares be included in the proposed offering on terms and conditions which are customary industry practice for such underwriter under the existing circumstance, provided that any Warrant Shares to be sold by holders pursuant to this Section 13 shall be sold or distributed in a manner identical to the manner in which the securities which are the subject of such Registration Statement are to be sold or distributed. Notwithstanding the foregoing, if any such managing underwriter shall advise the Company in writing that, in good faith and in its reasonable opinion, the distribution of Warrant Shares requested to be included in the Registration Statement concurrently with the securities being registered by the Company would adversely affect the distribution of such securities by such underwriters, the Company shall give notice of such determination to the holders requesting registration, and the number of Warrant Shares proposed to be offered by the holders and any other persons other than the Company shall be reduced pro rata (as specified by the Company in such notice) to aggregate a quantity of Warrant Shares (so

specified) which said managing underwriter shall not consider excessive.

(e) The rights of holders to have their Warrant Shares be included in any Registration Statement pursuant to the provisions of Section 13 of this Warrant Certificate, shall be subject to the condition that the holders requesting registration shall furnish to the Company in writing such information and documents as may be reasonably required to properly prepare and file such Registration Statement in accordance with applicable provisions of the Act.

(f) The Company shall bear the entire cost and expense of any registration of securities initiated by it notwithstanding that Warrant Shares may be included in any such registration. Any holder whose Warrant Shares are included in any such registration statement pursuant to this Section 13 shall, however, bear the fees of his own counsel and any registration fees, transfer taxes or underwriting discounts or commissions applicable to the Warrant Shares sold by him pursuant thereto.

(g) (i) The Company shall indemnify and hold harmless each such holder and each underwriter, within the meaning of the Act, who may purchase from or sell for any such holder any Warrant Shares (collectively, "Indemnified Persons") from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any post-effective amendment thereto or any registration statement under the Act or any prospectus included therein required to be filed or furnished by reason of this Section 13 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 such untrue statement or alleged untrue statement or omission or alleged omission based upon information furnished or required to be furnished in writing to the Company by such holder or underwriter expressly for use therein, which indemnification shall include each person, if any, who controls any such underwriter within the meaning of such Act; provided, however, that the Company shall not be obliged so to indemnify any such holder, underwriter or controlling person unless such holder, underwriter or controlling person shall at the same time indemnify the Company, its directors, each officer signing the related registration statement and each person, if any, who controls the Company within the meaning of such Act,

from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in any registration statement or any prospectus required to be filed or furnished by reason of this Section 13 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, insofar as such losses, claims, damages or liabilities are caused by any untrue statement or alleged untrue statement or omission or alleged omission based upon information furnished or required to be furnished in writing to the Company by any such holder, underwriter or controlling person expressly for use therein.

(ii) The holders registering Warrant Shares pursuant to this Warrant Certificate shall indemnify and hold harmless the Company, its directors and officers, and each person, if any who controls the Company within the meaning of either Section 15 of the Act or Section 20 of the Securities Exchange Act of 1934, as amended ("Exchange Act"), to the same extent as the indemnity from the Company to each Indemnified Person set forth in paragraph (i) of this Subsection (g), but only with respect to information relating to such Indemnified Person furnished in writing by such Indemnified Person to the Company expressly for use in the Registration Statement or related Prospectus (preliminary or final), or any amendment or supplement thereto. In case any action or proceeding shall be brought against the Company or its directors or officers or any such controlling person, in respect of which indemnity may be sought against a holder, each shall have the rights and duties given to the Company and the Company or its directors or its officers or its controlling persons each shall have the rights and duties given to a holder by Subsection (g).

(iii) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 13(g) is due in accordance with its terms but is, for any reason, held by a court to be unavailable, the Company and the holders shall contribute to the aggregate losses, claims, damages and liabilities (including reasonable legal or other expenses incurred in connection with investigation or defending of same) to which the Company and the holders may be subject based on their comparative fault; provided, however, that no holder shall have any liability hereunder in excess of the gross proceeds realized by such holder from the sale by it of the Warrant Shares to which the third party claim relates; provided,

further, however, that no person who has committed an intentional misrepresentation shall be entitled to contribution from any person who has not committed an intentional misrepresentation. For the purposes of this paragraph (iii) any person controlling, controlled by or under common control with the holders, or any partner, director, officer, employee, representative or agent of any thereof, shall have the same rights to contribution as the holders, and each person who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, each officer and each director of the Company shall have the same rights to contribution as the Company. Any party entitled to contribution shall, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against the other party under this paragraph (iii), notify such party from whom contribution may be sought, but the omission to so notify such party shall not relieve the party from which contribution may be sought from any obligation it or they may have hereunder or otherwise.

The Company's agreements with respect to Warrant Shares in this Section 13 shall continue in effect regardless of the exercise and surrender of this Warrant.

14. Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be duly executed by its officers thereunto duly authorized and its corporate seal to be affixed herein.

DEL ELECTRONICS CORP.

By: /s/ Leonard A. Trugman

Name: Leonard A. Trugman
Title: Chairman, Chief
Executive Officer and
President

[SEAL]

Dated: January 3, 1995

Attest:

/s/ Michael Taber

Michael Taber, Secretary

EXERCISE FORM

Dated: -----, 199---

The undersigned hereby irrevocably elects to exercise the right to purchase ----- shares of Common Stock covered by this Warrant according to the conditions hereof and herewith makes payment of the Purchase Price for such shares in full.

Signature [Print Name]

(STREET ADDRESS)

(CITY) (STATE) (ZIP CODE)

ASSIGNMENT FORM

FOR VALUE RECEIVED, ----- hereby

sells, assigns and transfer unto

Name -----

(Please typewrite or print in bold letters)

Address ----- the right to purchase Common Stock represented by this Warrant to the extent of

- ----- shares as to which such right is exercisable and does hereby irrevocably constitute and appoint ----- Attorney, to transfer the same on the books of the Company with full power of substitution in the premises.

Date -----, 199---

Signature

[PRINT NAME]

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT BE SOLD OR OTHERWISE TRANSFERRED UNLESS THEY ARE REGISTERED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

17,500 Warrants

Void after 5:00 p.m. New York time on April 16, 2000

WARRANT TO PURCHASE COMMON STOCK

OF

DEL ELECTRONICS CORP.

This warrant certificate ("Warrant Certificate") certifies that for value received, Chatfield Dean & Co. ("CD"), a Colorado corporation having an office at 7935 E. Prentice Avenue, Suite 200, Greenwood Village, Colorado 80111 or registered assigns (the "Warrant Holder") is the owner of the number of warrants ("Warrants") specified above, each of which entitles the holder thereof to purchase, at any time on or before the Expiration Date, as hereinafter defined, one fully paid and non-assessable share ("Share") of Common Stock, par value \$.10 per share ("Common Stock"), of Del Electronics Corp. (the "Company"), a New York corporation, at a purchase price of FIVE DOLLARS AND FIFTY CENTS (\$5.50) per share in lawful money of the United States of America in cash or by check or a combination of cash and check, subject to adjustment as hereinafter provided.

1. Warrant; Exercise Price; Payout Amount.

1.1. Each Warrant shall entitle the Warrant Holder the right to purchase one Share of Common Stock of the Company (individually, a "Warrant Share"; severally, the "Warrant Shares").

1.2. The purchase price payable upon exercise of each Warrant ("Exercise Price") shall be FIVE DOLLARS AND FIFTY CENTS (\$5.50), subject to adjustment as hereinafter provided. The Exercise Price and number of Warrants evidenced by each Warrant Certificate are subject to adjustment as provided in Section 7 hereof.

2. Exercise of Warrant; Expiration Date.

2.1. This Warrant Certificate is exercisable, in whole or from time to time in part, at the option of the Warrant Holder, at any time after the date of issuance and on or before the Expiration Date, upon surrender of this Warrant Certificate to the Company together with a duly completed exercise form and payment of the Exercise Price. In the case of exercise of less than all the Warrants represented by this Warrant Certificate, the Company shall cancel the Warrant Certificate upon the surrender thereof and shall execute and deliver a new Warrant Certificate for the balance of such Warrants.

2.2. The term "Expiration Date" shall mean 5:00 p.m. New York time on April 16, 2000, or if such date shall in the State of New York be a holiday or a day on which banks are authorized to close, then 5:00 p.m. New York time the next following day which in the State of New York is not a holiday or a day on which banks are authorized to close, or in the event of any merger, consolidation, or sale of all or substantially all the assets of the Company as an entirety resulting in any distribution to the Company's stockholders prior to the Expiration Date, the Warrant Holder shall have the right to exercise this Warrant commencing at such time through the Expiration Date into the kind and amount of shares of stock and other securities and property (including cash) receivable by a holder of the number of shares of Common Stock into which this Warrant might have been exercisable immediately prior thereto.

3. Registration and Transfer on Company Books.

3.1. The Company shall maintain books and records for the registration and transfer of Warrant Certificates.

3.2. Prior to due presentment for registration of transfer of this Warrant Certificate, the Company may deem and treat the registered holder as the absolute owner thereof.

3.3. The Company shall register upon its books any transfer of a Warrant Certificate upon surrender of same to the Company accompanied by a written instrument of transfer duly executed by the registered holder. Upon any such registration of transfer, new Warrant Certificate(s) shall be issued to the transferee(s) and the surrendered Warrant Certificate shall be cancelled by the Company. A Warrant Certificate may also be exchanged, at the option of the holder, for new Warrant Certificates representing in the aggregate the number of Warrants evidenced by the Warrant Certificate surrendered.

4. Reservation of Shares. The Company covenants that it will at all times reserve and keep available out of its authorized Common Stock, solely for the purpose of issuance upon exercise of the Warrants, such number of shares of Common Stock as shall then be issuable upon the exercise of all outstanding Warrants. The Company covenants that all shares of Common Stock which shall be

issuable upon exercise of the Warrants shall be duly and validly issued and fully paid and non-assessable and free from all taxes, liens and charges with respect to the issuance thereof, and that upon issuance such shares shall be listed on each national securities exchange, if any, on which the other shares of outstanding Common Stock of the Company are then listed.

5. Exchange, Transfer, Assignment, Loss or Mutilation of Warrant Certificate. This Warrant Certificate is exchangeable, without expense, at the option of the Warrant Holder, upon presentation and surrender hereof to the Company or at the office of its stock transfer agent, if any, for other Warrants of different denominations entitling the holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. This Warrant Certificate may be transferred or assigned by the Warrant Holder upon surrender of this Warrant Certificate to the Company at its principal office or at the office of its transfer agent, if any, with the Assignment Form annexed hereto duly executed and funds sufficient to pay any transfer tax. Upon such surrender the Company shall, without charge, execute and deliver a new Warrant Certificate in the name of the assignee named in such instrument of assignment and this Warrant Certificate shall be promptly cancelled. This Warrant may be divided or combined with other warrants which carry the same rights upon presentation hereof at the principal office of the Company or at the office of its stock transfer agent, if any, together with a written notice specifying the names and denominations in which new Warrants are to be issued and signed by the Warrant Holder hereof. The term "Warrant Certificate" as used herein includes any Warrant Certificates into which this Warrant Certificate may be divided or exchanged. Upon receipt by the Company of reasonable evidence of the ownership of and the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, of indemnity reasonably satisfactory to the Company, or, in the case of mutilation, upon surrender and cancellation of the mutilated Warrant Certificate, the Company shall execute and deliver in lieu thereof a new Warrant Certificate of like tenor and date representing an equal number of Warrants.

6. Rights of the Holder. The Warrant Holder shall not, by virtue hereof, be entitled to any voting or other rights of a stockholder in the Company, either at law or equity, and the rights of the Warrant Holder are limited to those expressed in the Warrant Certificate and are not enforceable against the Company except to the extent set forth herein.

7. Adjustment of Exercise Price and Number of Shares Deliverable. The Exercise Price and the number of shares of Common Stock purchasable pursuant to each Warrant shall be subject to adjustment from time to time as hereinafter set forth in this Section 7:

(a) In case the Company shall (i) declare a dividend or make a distribution on its outstanding shares of Common Stock in shares of Common Stock, (ii) subdivide or reclassify its outstanding shares of Common Stock into a greater number of

shares, or (iii) combine or reclassify its outstanding shares of Common Stock into a smaller number of shares, the Exercise Price in effect at the time of the record date for such dividend or distribution or of the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price by a fraction, the denominator of which shall be the number of shares of Common Stock outstanding after giving effect to such action, and the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such action. Such adjustment shall be made successively whenever any event listed above shall occur.

(b) Whenever the Exercise Price payable upon exercise of each Warrant is adjusted pursuant to Subsection (a) above, the number of Shares purchasable upon exercise of this Warrant shall simultaneously be adjusted by multiplying the number of Shares initially issuable upon exercise of this Warrant by the Exercise Price in effect on the date hereof and dividing the product so obtained by the Exercise Price, as adjusted.

(c) Notwithstanding the provisions of Subsections (a) and

(b) of this Section 7, no adjustment in the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least five cents (\$0.05) in such price; provided, however, that any adjustments which by reason of this Subsection

(c) are not required to be made shall be carried forward and taken into account in any subsequent adjustment required to be made hereunder. All calculations under this Section 7 shall be made to the nearest cent or to the nearest one-hundredth of a share, as the case may be. Anything in this Section 7 to the contrary notwithstanding, the Company shall be entitled, but shall not be required, to make such changes in the Exercise Price, in addition to those required by this Section 7, as it shall determine, in its sole discretion, to be advisable in order that any dividend or distribution in shares of Common Stock, or any subdivision, reclassification or combination of Common Stock hereafter made by the Company, shall not result in any Federal income tax liability to the holders of Common Stock or securities convertible into Common Stock (including Warrants).

(d) Whenever the Exercise Price is adjusted as herein provided, the Company shall promptly cause a notice setting forth the adjusted Exercise Price and adjusted number of Shares issuable upon exercise of each Warrant, and if requested by the

Warrant Holder, information describing the transactions giving rise to such adjustments, to be mailed to the Warrant Holders at their last addresses appearing in the books and records of the Company, and shall cause a certified copy thereof to be mailed to its transfer agent, if any. The Company may retain a firm of independent certified public accountants selected by the Board of Directors (who may be the regular accountants employed by the Company) to make any computation required by this Section 7, and a certificate signed by such firm shall be conclusive evidence of the correctness of such adjustment.

(e) In the event that at any time, as a result of an adjustment made pursuant to Subsection (a) above, the Warrant Holder of this Warrant thereafter shall become entitled to receive any shares of the Company, other than Common Stock, thereafter the number of such other shares so receivable upon exercise of this Warrant shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in Subsections (a) to (c), inclusive above.

(f) Irrespective of any adjustments in the Exercise Price or the number or kind of shares purchasable upon exercise of this Warrant, Warrants theretofore or thereafter issued may continue to express the same price and number and kind of shares as are stated in the similar Warrants initially issuable pursuant to this Warrant Certificate.

8. Fractional Shares. No certificate for fractional Shares shall be issued upon the exercise of the Warrants. With respect to any fraction of a Share called for upon any exercise hereof, the Company shall pay to the Warrant Holder an amount in cash equal to such fraction calculated to the nearest cent multiplied by the current market value of a Share, determined as follows:

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on the NASDAQ system, the current market value of a Share shall be the last reported sale price per Share of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing bid and asked prices per Share for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges, the current market value of a Share

shall be the mean of the last reported bid and asked prices per Share reported by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the current market value of a Share shall be an amount, not less than book value thereof, as at the end of the most recent fiscal year of the Company ending prior to the date of the exercise of the Warrant, determined in such reasonable manner as may be prescribed by the Board of Directors of the Company.

9. Officer's Certificate. Whenever the Exercise Price shall be adjusted as required by the provisions of Section 7 hereof, the Company shall forthwith file in the custody of its Secretary or Assistant Secretary at its principal office and with its stock transfer agent, if any, an officer's certificate showing the adjusted Exercise Price as herein provided setting forth in reasonable detail the facts requiring such adjustment, including a statement of the number of additional shares of Common Stock, if any, and such other facts as shall be necessary to show the reason for and the manner of computing such adjustment. Each such officer's certificate shall be made available at all reasonable times for inspection by the holder or any holder of a Warrant executed and delivered pursuant to Section 2, and the Company shall, forthwith after each such adjustment, mail a copy by certified mail of such certificate to the Warrant Holder or any such holder.

10. Notices to Warrant Holders. So long as this Warrant shall be outstanding, (i) if the Company shall pay any dividend or make any distribution upon the Common Stock; or (ii) if the Company shall offer to the holders of Common Stock for subscription or purchase by them any shares of any class or any other rights; or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation, sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be mailed by certified mail to the Warrant Holder, at least fifteen days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any, which is to be fixed, as of which the holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

11. Reclassification, Reorganization or Merger. In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the

Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety, the Company shall, as a condition precedent to such transaction, cause effective provisions to be made so that the Warrant Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to purchase the kind and amount of shares of stock and other securities and property receivable upon such reclassification, capital reorganization and other change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant immediately prior to such reclassification, change, consolidation, merger, sale or conveyance. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 11 shall similarly apply to successive reclassifications, capital reorganizations and changes of shares of Common Stock and to successive consolidations, mergers, sales or conveyances. In the event that in connection with any such capital reorganization or reclassification, consolidation, merger, sale or conveyance, additional shares of Common Stock shall be issued in exchange, conversion, substitution or payment, in whole or in part, for a security of the Company other than Common Stock, any such issue shall be treated as an issue of Common Stock covered by the provisions of Subsection (a) of Section 7 hereof.

12. Voluntary Adjustment by the Company. The Company may, at its option, at any time during the term of the Warrants, reduce the then current Exercise Price to any amount deemed appropriate by the Board of Directors of the Company and/or extend the date of the expiration of the Warrants.

13. Registration Under the Securities Act of 1933.

The Warrant Holder shall be entitled to the following registration rights.

(a) Demand Rights. The Company covenants and agrees with the Warrant Holder that, during the one (1) year commencing on the date hereof, within forty-five (45) days after receipt of a written request from the Warrant Holder, or a majority of holders if there is more than one holder, that he desires and intends to transfer all or a portion of his Shares under such circumstances that a public offering, within the meaning of the Securities Act of 1933, as amended (the "Act"), will be involved, the Company shall file with the Securities and Exchange Commission (the "Commission") with all deliberate speed a Registration Statement

on Form S-3 (or any shortform successor thereto), or if not eligible for the use of Form S-3, any other Form, covering all such securities and use its best efforts to cause such Registration Statement with respect to such securities to become effective under the Act. The Company shall not be required to comply with more than one request for registration pursuant to this Section 13(a). The Company need not comply with any request for registration pursuant to this Section 13(a) if at such time the Company would be required to use, in connection with the filing of the Registration Statement, pursuant to the requirements of the Act and the rules and regulations of the commission thereunder, audited financial statements as of a date other than the end of a fiscal year of the Company. If the Company includes Shares to be sold by it in any registration requested pursuant to this Section 13(a), such registration shall be deemed to have been a registration under Section 13(b).

(b) Piggyback Rights. If at any time after the date hereof, the Company shall propose to file a registration statement ("Registration Statement") under the Act (other than a reorganization or an offering pursuant to a stock option or other employee benefit plan or an offering on Form S-4 or S-5 (or any successor forms thereto) relating to an acquisition of another corporation), then, during the period commencing on the date hereof and terminating on the Expiration Date, and subject to Subsection (3) of this Section 13(b), the Company shall in each case deliver written notice thereof to the Holder of this Warrant or of the Warrant Shares and/or any then holder of Warrants or Warrant Shares (such persons being collectively referred to herein as "holders") at least 15 days before the anticipated filing date. Such notice shall offer to each holder the option to include Warrant Shares in such Registration Statement, subject to the conditions set forth in this Section 13(b); provided, however, that the Company shall be under no obligation to register Warrant Shares of any holder if in the opinion of counsel to such holder no registration under the Act is required with respect to a public disposition of such Warrant Shares.

(1) Should a holder desire to have any Warrant Shares registered under this Section 13(b), such holder shall so advise in writing no later than 15 days after the date of receipt by the holder of the Company's written notice, setting forth the number of such Warrant Shares for which registration is requested. Subject to Subsection (3) of this Section 13(b), the Company shall thereupon include in such Registration Statement such Warrant Shares.

(2) Neither the giving of notice by the Company nor any request by any holders to register Warrant Shares pursuant to this Section 13(b) shall in any way obligate the Company to file any such Registration Statement, and notwithstanding the filing of such Registration Statement, the Company may, at any time prior to the effective date thereof, determine not to offer the securities to which such registration relates and/or withdraw the Registration Statement from the Commission, without liability of the Company to any holders.

(3) If the securities covered by such Registration Statement are to be sold by underwriters in an underwritten public offering (including, without limitation, a so-called "best efforts" undertaking by an underwriter), the Company shall use its best efforts to cause the managing underwriter, if any, of a proposed offering to grant a request by a holder that Warrant Shares be included in the proposed offering on terms and conditions which are customary industry practice for such underwriter under the existing circumstance, provided that any Warrant Shares to be sold by holders pursuant to this Section

13(b), shall be sold or distributed in a manner identical to the manner in which the securities which are the subject of such Registration Statement are to be sold or distributed. Notwithstanding the foregoing, if any such managing underwriter shall advise the Company in writing that, in good faith and in its reasonable opinion, the distribution of Warrant Shares requested to be included in the Registration Statement concurrently with the securities being registered by the Company would adversely affect the distribution of such securities by such underwriters, the Company shall give notice of such determination to the holders requesting registration, and the number of Warrant Shares proposed to be offered by the holders and any other persons other than the Company shall be reduced pro rata (as specified by the Company in such notice) to aggregate a quantity of Warrant Shares (so specified) which said managing underwriter shall not consider excessive.

(4) The rights of holders to have their Warrant Shares be included in any Registration Statement pursuant to the provisions of Section 13(b) of this Warrant Certificate, shall be subject to the condition that the holders requesting registration shall furnish to the Company in writing such information and documents as may be reasonably required to properly prepare and file such Registration Statement in accordance with applicable provisions of the Act.

(5) The Company shall bear the entire cost and expense of any registration of securities initiated by it notwithstanding that Warrant Shares may be included in any such registration. Any holder whose Warrant Shares are included in any such registration statement pursuant to this Section 13(b) shall, however, bear the fees of his own counsel and any registration fees, transfer taxes or underwriting discounts or commissions applicable to the Warrant Shares sold by him pursuant thereto.

(c) Indemnification. (i) The Company shall indemnify and hold harmless each such holder and each underwriter, within the meaning of the Act, who may purchase from or sell for any such holder any Warrant Shares (collectively, "Indemnified Persons") from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any post-effective amendment thereto or any registration statement under the Act or any prospectus included therein required to be filed or furnished by reason of this

Section 13 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 such untrue statement or alleged untrue statement or omission or alleged omission based upon information furnished or required to be furnished in writing to the Company by such holder or underwriter expressly for use therein, which indemnification shall include each person, if any, who controls any such underwriter within the meaning of such Act; provided, however, that the Company shall not be obliged so to indemnify any such holder, underwriter or controlling person unless such holder, underwriter or controlling person shall at the same time indemnify the Company, its directors, each officer signing the related registration statement and each person, if any, who controls the Company within the meaning of such Act, from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in any registration statement or any prospectus required to be filed or furnished by reason of this

Section 13 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, insofar as such losses, claims, damages or liabilities are caused by any untrue statement or alleged untrue statement or omission or alleged omission based upon information furnished or required to be furnished in writing to the Company by any such holder,

underwriter or controlling person expressly for use therein.

(ii) The holders registering Warrant Shares pursuant to this Warrant Certificate shall indemnify and hold harmless the Company, its directors and officers, and each person, if any who controls the Company within the meaning of either Section 15 of the Act or Section 20 of the Securities Exchange Act of 1934, as amended ("Exchange Act"), to the same extent as the indemnity from the Company to each Indemnified Person set forth in paragraph (i) of this Subsection (c), but only with respect to information relating to such Indemnified Person furnished in writing by such Indemnified Person to the Company expressly for use in the Registration Statement or related Prospectus (preliminary or final), or any amendment or supplement thereto. In case any action or proceeding shall be brought against the Company or its directors or officers or any such controlling person, in respect of which indemnity may be sought against a holder, each shall have the rights and duties given to the Company and the Company or its directors or its officers or its controlling persons each shall have the rights and duties given to a holder by Subsection (c).

(iii) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 13(c) is due in accordance with its terms but is, for any reason, held by a court to be unavailable, the Company and the holders shall contribute to the aggregate losses, claims, damages and liabilities (including reasonable legal or other expenses incurred in connection with investigation or defending of same) to which the Company and the holders may be subject based on their comparative fault; provided, however, that no holder shall have any liability hereunder in excess of the gross proceeds realized by such holder from the sale by it of the Warrant Shares to which the third party claim relates; provided, further, however, that no person who has committed an intentional misrepresentation shall be entitled to contribution from any person who has not committed an intentional misrepresentation. For the purposes of this paragraph (iii) any person controlling, controlled by or under common control with the holders, or any partner, director, officer, employee, representative or agent of any thereof, shall have the same rights to contribution as the holders, and each person who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, each officer and each director of the Company shall have the same rights to contribution as the Company. Any party entitled to

contribution shall, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against the other party under this paragraph (iii), notify such party from whom contribution may be sought, but the omission to so notify such party shall not relieve the party from which contribution may be sought from any obligation it or they may have hereunder or otherwise.

The Company's agreements with respect to Warrant Shares in this Section 13 shall continue in effect regardless of the exercise and surrender of this Warrant.

14. Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be duly executed by its officers thereunto duly authorized and its corporate seal to be affixed herein.

DEL ELECTRONICS CORP.

By: /s/ Leonard A. Trugman

Name: Leonard A. Trugman
Title: Chairman, Chief Executive
Officer and President

[SEAL]

Dated: April 17, 1995

Attest:

/s/ Michael Taber

Michael Taber, Secretary

EXERCISE FORM

Dated: _____, 199_

The undersigned hereby irrevocably elects to exercise the right to purchase ----- shares of Common Stock covered by this Warrant according to the conditions hereof and herewith makes payment of the Purchase Price for such shares in full.

Signature [Print Name]

(STREET ADDRESS)

(CITY) (STATE) (ZIP CODE)

ASSIGNMENT FORM

FOR VALUE RECEIVED, -----

hereby sells, assigns and transfer unto

Name -----

(Please typewrite or print in bold letters)

Address ----- the right to purchase Common Stock represented by this Warrant to the extent of

- ----- shares as to which such right is exercisable and does hereby irrevocably constitute and appoint ----- Attorney, to transfer the same on the books of the Company with full power of substitution in the premises.

Date -----, 199---

Signature

[PRINT NAME

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT BE SOLD OR OTHERWISE TRANSFERRED UNLESS THEY ARE REGISTERED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

9,000 Warrants

Void after 5:00 p.m. New York time on April 16, 2000

WARRANT TO PURCHASE COMMON STOCK

OF

DEL ELECTRONICS CORP.

This warrant certificate ("Warrant Certificate") certifies that for value received, Russell J. Greenberg, SS# 522-76-8522, residing at 271 Central Park West, Apartment 2E, New York, New York 10024 (the "Warrant Holder") is the owner of the number of warrants ("Warrants") specified above, each of which entitles the holder thereof to purchase, at any time on or before the Expiration Date, as hereinafter defined, one fully paid and non-assessable share ("Share") of Common Stock, par value \$.10 per share ("Common Stock"), of Del Electronics Corp. (the "Company"), a New York corporation, at a purchase price of FIVE DOLLARS AND FIFTY CENTS (\$5.50) per share in lawful money of the United States of America in cash or by check or a combination of cash and check, subject to adjustment as hereinafter provided.

1. Warrant; Exercise Price; Payout Amount.

1.1. Each Warrant shall entitle the Warrant Holder the right to purchase one Share of Common Stock of the Company (individually, a "Warrant Share"; severally, the "Warrant Shares").

1.2. The purchase price payable upon exercise of each Warrant ("Exercise Price") shall be FIVE DOLLARS AND FIFTY CENTS (\$5.50), subject to adjustment as hereinafter provided. The Exercise Price and number of Warrants evidenced by each Warrant Certificate are subject to adjustment as provided in Section 7 hereof.

2. Exercise of Warrant; Expiration Date.

2.1. This Warrant Certificate is exercisable, in whole or from time to time in part, at the option of the Warrant Holder, at any time after the date of issuance and on or before the Expiration Date, upon surrender of this Warrant Certificate to the Company together with a duly completed exercise form and payment of the Exercise Price. In the case of exercise of less than all the Warrants represented by this Warrant Certificate, the Company shall cancel the Warrant Certificate upon the surrender thereof and shall execute and deliver a new Warrant Certificate for the balance of such Warrants.

2.2. The term "Expiration Date" shall mean 5:00 p.m. New York time on April 16, 2000, or if such date shall in the State of New York be a holiday or a day on which banks are authorized to close, then 5:00 p.m. New York time the next following day which in the State of New York is not a holiday or a day on which banks are authorized to close, or in the event of any merger, consolidation, or sale of all or substantially all the assets of the Company as an entirety resulting in any distribution to the Company's stockholders prior to the Expiration Date, the Warrant Holder shall have the right to exercise this Warrant commencing at such time through the Expiration Date into the kind and amount of shares of stock and other securities and property (including cash) receivable by a holder of the number of shares of Common Stock into which this Warrant might have been exercisable immediately prior thereto.

3. Registration and Transfer on Company Books.

3.1. The Company shall maintain books and records for the registration and transfer of Warrant Certificates.

3.2. Prior to due presentment for registration of transfer of this Warrant Certificate, the Company may deem and treat the registered holder as the absolute owner thereof.

3.3. The Company shall register upon its books any transfer of a Warrant Certificate upon surrender of same to the Company accompanied by a written instrument of transfer duly executed by the registered holder. Upon any such registration of transfer, new Warrant Certificate(s) shall be issued to the transferee(s) and the surrendered Warrant Certificate shall be cancelled by the Company. A Warrant Certificate may also be exchanged, at the option of the holder, for new Warrant Certificates representing in the aggregate the number of Warrants evidenced by the Warrant Certificate surrendered.

4. Reservation of Shares. The Company covenants that it will at all times reserve and keep available out of its authorized Common Stock, solely for the purpose of issuance upon exercise of the Warrants, such number of shares of Common Stock as shall then be issuable upon the exercise of all outstanding Warrants. The Company covenants that all shares of Common Stock which shall be

issuable upon exercise of the Warrants shall be duly and validly issued and fully paid and non-assessable and free from all taxes, liens and charges with respect to the issuance thereof, and that upon issuance such shares shall be listed on each national securities exchange, if any, on which the other shares of outstanding Common Stock of the Company are then listed.

5. Exchange, Transfer, Assignment, Loss or Mutilation of Warrant Certificate. This Warrant Certificate is exchangeable, without expense, at the option of the Warrant Holder, upon presentation and surrender hereof to the Company or at the office of its stock transfer agent, if any, for other Warrants of different denominations entitling the holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. This Warrant Certificate may be transferred or assigned by the Warrant Holder upon surrender of this Warrant Certificate to the Company at its principal office or at the office of its transfer agent, if any, with the Assignment Form annexed hereto duly executed and funds sufficient to pay any transfer tax. Upon such surrender the Company shall, without charge, execute and deliver a new Warrant Certificate in the name of the assignee named in such instrument of assignment and this Warrant Certificate shall be promptly cancelled. This Warrant may be divided or combined with other warrants which carry the same rights upon presentation hereof at the principal office of the Company or at the office of its stock transfer agent, if any, together with a written notice specifying the names and denominations in which new Warrants are to be issued and signed by the Warrant Holder hereof. The term "Warrant Certificate" as used herein includes any Warrant Certificates into which this Warrant Certificate may be divided or exchanged. Upon receipt by the Company of reasonable evidence of the ownership of and the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, of indemnity reasonably satisfactory to the Company, or, in the case of mutilation, upon surrender and cancellation of the mutilated Warrant Certificate, the Company shall execute and deliver in lieu thereof a new Warrant Certificate of like tenor and date representing an equal number of Warrants.

6. Rights of the Holder. The Warrant Holder shall not, by virtue hereof, be entitled to any voting or other rights of a stockholder in the Company, either at law or equity, and the rights of the Warrant Holder are limited to those expressed in the Warrant Certificate and are not enforceable against the Company except to the extent set forth herein.

7. Adjustment of Exercise Price and Number of Shares Deliverable. The Exercise Price and the number of shares of Common Stock purchasable pursuant to each Warrant shall be subject to adjustment from time to time as hereinafter set forth in this Section 7:

(a) In case the Company shall (i) declare a dividend or make a distribution on its outstanding shares of Common Stock in shares of Common Stock, (ii) subdivide or reclassify its outstanding shares of Common Stock into a greater number of

shares, or (iii) combine or reclassify its outstanding shares of Common Stock into a smaller number of shares, the Exercise Price in effect at the time of the record date for such dividend or distribution or of the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price by a fraction, the denominator of which shall be the number of shares of Common Stock outstanding after giving effect to such action, and the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such action. Such adjustment shall be made successively whenever any event listed above shall occur.

(b) Whenever the Exercise Price payable upon exercise of each Warrant is adjusted pursuant to Subsection (a) above, the number of Shares purchasable upon exercise of this Warrant shall simultaneously be adjusted by multiplying the number of Shares initially issuable upon exercise of this Warrant by the Exercise Price in effect on the date hereof and dividing the product so obtained by the Exercise Price, as adjusted.

(c) Notwithstanding the provisions of Subsections (a) and

(b) of this Section 7, no adjustment in the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least five cents (\$0.05) in such price; provided, however, that any adjustments which by reason of this Subsection

(c) are not required to be made shall be carried forward and taken into account in any subsequent adjustment required to be made hereunder. All calculations under this Section 7 shall be made to the nearest cent or to the nearest one-hundredth of a share, as the case may be. Anything in this Section 7 to the contrary notwithstanding, the Company shall be entitled, but shall not be required, to make such changes in the Exercise Price, in addition to those required by this Section 7, as it shall determine, in its sole discretion, to be advisable in order that any dividend or distribution in shares of Common Stock, or any subdivision, reclassification or combination of Common Stock hereafter made by the Company, shall not result in any Federal income tax liability to the holders of Common Stock or securities convertible into Common Stock (including Warrants).

(d) Whenever the Exercise Price is adjusted as herein provided, the Company shall promptly cause a notice setting forth the adjusted Exercise Price and adjusted number of Shares issuable upon exercise of each Warrant, and if requested by the

Warrant Holder, information describing the transactions giving rise to such adjustments, to be mailed to the Warrant Holders at their last addresses appearing in the books and records of the Company, and shall cause a certified copy thereof to be mailed to its transfer agent, if any. The Company may retain a firm of independent certified public accountants selected by the Board of Directors (who may be the regular accountants employed by the Company) to make any computation required by this Section 7, and a certificate signed by such firm shall be conclusive evidence of the correctness of such adjustment.

(e) In the event that at any time, as a result of an adjustment made pursuant to Subsection (a) above, the Warrant Holder of this Warrant thereafter shall become entitled to receive any shares of the Company, other than Common Stock, thereafter the number of such other shares so receivable upon exercise of this Warrant shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in Subsections (a) to (c), inclusive above.

(f) Irrespective of any adjustments in the Exercise Price or the number or kind of shares purchasable upon exercise of this Warrant, Warrants theretofore or thereafter issued may continue to express the same price and number and kind of shares as are stated in the similar Warrants initially issuable pursuant to this Warrant Certificate.

8. Fractional Shares. No certificate for fractional Shares shall be issued upon the exercise of the Warrants. With respect to any fraction of a Share called for upon any exercise hereof, the Company shall pay to the Warrant Holder an amount in cash equal to such fraction calculated to the nearest cent multiplied by the current market value of a Share, determined as follows:

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on the NASDAQ system, the current market value of a Share shall be the last reported sale price per Share of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing bid and asked prices per Share for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges, the current market value of a Share

shall be the mean of the last reported bid and asked prices per Share reported by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the current market value of a Share shall be an amount, not less than book value thereof, as at the end of the most recent fiscal year of the Company ending prior to the date of the exercise of the Warrant, determined in such reasonable manner as may be prescribed by the Board of Directors of the Company.

9. Officer's Certificate. Whenever the Exercise Price shall be adjusted as required by the provisions of Section 7 hereof, the Company shall forthwith file in the custody of its Secretary or Assistant Secretary at its principal office and with its stock transfer agent, if any, an officer's certificate showing the adjusted Exercise Price as herein provided setting forth in reasonable detail the facts requiring such adjustment, including a statement of the number of additional shares of Common Stock, if any, and such other facts as shall be necessary to show the reason for and the manner of computing such adjustment. Each such officer's certificate shall be made available at all reasonable times for inspection by the holder or any holder of a Warrant executed and delivered pursuant to Section 2, and the Company shall, forthwith after each such adjustment, mail a copy by certified mail of such certificate to the Warrant Holder or any such holder.

10. Notices to Warrant Holders. So long as this Warrant shall be outstanding, (i) if the Company shall pay any dividend or make any distribution upon the Common Stock; or (ii) if the Company shall offer to the holders of Common Stock for subscription or purchase by them any shares of any class or any other rights; or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation, sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be mailed by certified mail to the Warrant Holder, at least fifteen days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any, which is to be fixed, as of which the holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

11. Reclassification, Reorganization or Merger. In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the

Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety, the Company shall, as a condition precedent to such transaction, cause effective provisions to be made so that the Warrant Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to purchase the kind and amount of shares of stock and other securities and property receivable upon such reclassification, capital reorganization and other change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant immediately prior to such reclassification, change, consolidation, merger, sale or conveyance. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 11 shall similarly apply to successive reclassifications, capital reorganizations and changes of shares of Common Stock and to successive consolidations, mergers, sales or conveyances. In the event that in connection with any such capital reorganization or reclassification, consolidation, merger, sale or conveyance, additional shares of Common Stock shall be issued in exchange, conversion, substitution or payment, in whole or in part, for a security of the Company other than Common Stock, any such issue shall be treated as an issue of Common Stock covered by the provisions of Subsection (a) of Section 7 hereof.

12. Voluntary Adjustment by the Company. The Company may, at its option, at any time during the term of the Warrants, reduce the then current Exercise Price to any amount deemed appropriate by the Board of Directors of the Company and/or extend the date of the expiration of the Warrants.

13. Registration Under the Securities Act of 1933.

The Warrant Holder shall be entitled to the following registration rights.

(a) Demand Rights. The Company covenants and agrees with the Warrant Holder that, during the one (1) year commencing on the date hereof, within forty-five (45) days after receipt of a written request from the Warrant Holder, or a majority of holders if there is more than one holder, that he desires and intends to transfer all or a portion of his Shares under such circumstances that a public offering, within the meaning of the Securities Act of 1933, as amended (the "Act"), will be involved, the Company shall file with the Securities and Exchange Commission (the "Commission") with all deliberate speed a Registration Statement

on Form S-3 (or any shortform successor thereto), or if not eligible for the use of Form S-3, any other Form, covering all such securities and use its best efforts to cause such Registration Statement with respect to such securities to become effective under the Act. The Company shall not be required to comply with more than one request for registration pursuant to this Section 13(a). The Company need not comply with any request for registration pursuant to this Section 13(a) if at such time the Company would be required to use, in connection with the filing of the Registration Statement, pursuant to the requirements of the Act and the rules and regulations of the commission thereunder, audited financial statements as of a date other than the end of a fiscal year of the Company. If the Company includes Shares to be sold by it in any registration requested pursuant to this Section 13(a), such registration shall be deemed to have been a registration under Section 13(b).

(b) Piggyback Rights. If at any time after the date hereof, the Company shall propose to file a registration statement ("Registration Statement") under the Act (other than a reorganization or an offering pursuant to a stock option or other employee benefit plan or an offering on Form S-4 or S-5 (or any successor forms thereto) relating to an acquisition of another corporation), then, during the period commencing on the date hereof and terminating on the Expiration Date, and subject to Subsection (3) of this Section 13(b), the Company shall in each case deliver written notice thereof to the Holder of this Warrant or of the Warrant Shares and/or any then holder of Warrants or Warrant Shares (such persons being collectively referred to herein as "holders") at least 15 days before the anticipated filing date. Such notice shall offer to each holder the option to include Warrant Shares in such Registration Statement, subject to the conditions set forth in this Section 13(b); provided, however, that the Company shall be under no obligation to register Warrant Shares of any holder if in the opinion of counsel to such holder no registration under the Act is required with respect to a public disposition of such Warrant Shares.

(1) Should a holder desire to have any Warrant Shares registered under this Section 13(b), such holder shall so advise in writing no later than 15 days after the date of receipt by the holder of the Company's written notice, setting forth the number of such Warrant Shares for which registration is requested. Subject to Subsection (3) of this Section 13(b), the Company shall thereupon include in such Registration Statement such Warrant Shares.

(2) Neither the giving of notice by the Company nor any request by any holders to register Warrant Shares pursuant to this Section 13(b) shall in any way obligate the Company to file any such Registration Statement, and notwithstanding the filing of such Registration Statement, the Company may, at any time prior to the effective date thereof, determine not to offer the securities to which such registration relates and/or withdraw the Registration Statement from the Commission, without liability of the Company to any holders.

(3) If the securities covered by such Registration Statement are to be sold by underwriters in an underwritten public offering (including, without limitation, a so-called "best efforts" undertaking by an underwriter), the Company shall use its best efforts to cause the managing underwriter, if any, of a proposed offering to grant a request by a holder that Warrant Shares be included in the proposed offering on terms and conditions which are customary industry practice for such underwriter under the existing circumstance, provided that any Warrant Shares to be sold by holders pursuant to this Section

13(b), shall be sold or distributed in a manner identical to the manner in which the securities which are the subject of such Registration Statement are to be sold or distributed. Notwithstanding the foregoing, if any such managing underwriter shall advise the Company in writing that, in good faith and in its reasonable opinion, the distribution of Warrant Shares requested to be included in the Registration Statement concurrently with the securities being registered by the Company would adversely affect the distribution of such securities by such underwriters, the Company shall give notice of such determination to the holders requesting registration, and the number of Warrant Shares proposed to be offered by the holders and any other persons other than the Company shall be reduced pro rata (as specified by the Company in such notice) to aggregate a quantity of Warrant Shares (so specified) which said managing underwriter shall not consider excessive.

(4) The rights of holders to have their Warrant Shares be included in any Registration Statement pursuant to the provisions of Section 13(b) of this Warrant Certificate, shall be subject to the condition that the holders requesting registration shall furnish to the Company in writing such information and documents as may be reasonably required to properly prepare and file such Registration Statement in accordance with applicable provisions of the Act.

(5) The Company shall bear the entire cost and expense of any registration of securities initiated by it notwithstanding that Warrant Shares may be included in any such registration. Any holder whose Warrant Shares are included in any such registration statement pursuant to this Section 13(b) shall, however, bear the fees of his own counsel and any registration fees, transfer taxes or underwriting discounts or commissions applicable to the Warrant Shares sold by him pursuant thereto.

(c) Indemnification. (i) The Company shall indemnify and hold harmless each such holder and each underwriter, within the meaning of the Act, who may purchase from or sell for any such holder any Warrant Shares (collectively, "Indemnified Persons") from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any post-effective amendment thereto or any registration statement under the Act or any prospectus included therein required to be filed or furnished by reason of this

Section 13 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 such untrue statement or alleged untrue statement or omission or alleged omission based upon information furnished or required to be furnished in writing to the Company by such holder or underwriter expressly for use therein, which indemnification shall include each person, if any, who controls any such underwriter within the meaning of such Act; provided, however, that the Company shall not be obliged so to indemnify any such holder, underwriter or controlling person unless such holder, underwriter or controlling person shall at the same time indemnify the Company, its directors, each officer signing the related registration statement and each person, if any, who controls the Company within the meaning of such Act, from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in any registration statement or any prospectus required to be filed or furnished by reason of this

Section 13 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, insofar as such losses, claims, damages or liabilities are caused by any untrue statement or alleged untrue statement or omission or alleged omission based upon information furnished or required to be furnished in writing to the Company by any such holder,

underwriter or controlling person expressly for use therein.

(ii) The holders registering Warrant Shares pursuant to this Warrant Certificate shall indemnify and hold harmless the Company, its directors and officers, and each person, if any who controls the Company within the meaning of either Section 15 of the Act or Section 20 of the Securities Exchange Act of 1934, as amended ("Exchange Act"), to the same extent as the indemnity from the Company to each Indemnified Person set forth in paragraph (i) of this Subsection (c), but only with respect to information relating to such Indemnified Person furnished in writing by such Indemnified Person to the Company expressly for use in the Registration Statement or related Prospectus (preliminary or final), or any amendment or supplement thereto. In case any action or proceeding shall be brought against the Company or its directors or officers or any such controlling person, in respect of which indemnity may be sought against a holder, each shall have the rights and duties given to the Company and the Company or its directors or its officers or its controlling persons each shall have the rights and duties given to a holder by Subsection (c).

(iii) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 13(c) is due in accordance with its terms but is, for any reason, held by a court to be unavailable, the Company and the holders shall contribute to the aggregate losses, claims, damages and liabilities (including reasonable legal or other expenses incurred in connection with investigation or defending of same) to which the Company and the holders may be subject based on their comparative fault; provided, however, that no holder shall have any liability hereunder in excess of the gross proceeds realized by such holder from the sale by it of the Warrant Shares to which the third party claim relates; provided, further, however, that no person who has committed an intentional misrepresentation shall be entitled to contribution from any person who has not committed an intentional misrepresentation. For the purposes of this paragraph (iii) any person controlling, controlled by or under common control with the holders, or any partner, director, officer, employee, representative or agent of any thereof, shall have the same rights to contribution as the holders, and each person who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, each officer and each director of the Company shall have the same rights to contribution as the Company. Any party entitled to

contribution shall, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against the other party under this paragraph (iii), notify such party from whom contribution may be sought, but the omission to so notify such party shall not relieve the party from which contribution may be sought from any obligation it or they may have hereunder or otherwise.

The Company's agreements with respect to Warrant Shares in this Section 13 shall continue in effect regardless of the exercise and surrender of this Warrant.

14. Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be duly executed by its officers thereunto duly authorized and its corporate seal to be affixed herein.

DEL ELECTRONICS CORP.

By: /s/ Leonard A. Trugman

Name: Leonard A. Trugman

Title: Chairman, Chief Executive
Officer and President

[SEAL]

Dated: April 17, 1995

Attest:

/s/ Michael Taber

Michael Taber, Secretary

EXERCISE FORM

Dated: _____, 199_

The undersigned hereby irrevocably elects to exercise the right to purchase ----- shares of Common Stock covered by this Warrant according to the conditions hereof and herewith makes payment of the Purchase Price for such shares in full.

Signature [Print Name]

(STREET ADDRESS)

(CITY) (STATE) (ZIP CODE)

ASSIGNMENT FORM

FOR VALUE RECEIVED, -----

hereby sells, assigns and transfer unto

Name -----

(Please typewrite or print in bold letters)

Address ----- the right to purchase Common Stock represented by this Warrant to the extent of

- ----- shares as to which such right is exercisable and does hereby irrevocably constitute and appoint ----- Attorney, to transfer the same on the books of the Company with full power of substitution in the premises.

Date -----, 199---

Signature

[PRINT NAME

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT BE SOLD OR OTHERWISE TRANSFERRED UNLESS THEY ARE REGISTERED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

3,000 Warrants

Void after 5:00 p.m. New York time on April 16, 2000

WARRANT TO PURCHASE COMMON STOCK

OF

DEL ELECTRONICS CORP.

This warrant certificate ("Warrant Certificate") certifies that for value received, Shail B. Sheth, SS# 415-25-4516, residing at 102 East 31st Street, Apartment #1A, New York, New York 10016 (the "Warrant Holder") is the owner of the number of warrants ("Warrants") specified above, each of which entitles the holder thereof to purchase, at any time on or before the Expiration Date, as hereinafter defined, one fully paid and non-assessable share ("Share") of Common Stock, par value \$.10 per share ("Common Stock"), of Del Electronics Corp. (the "Company"), a New York corporation, at a purchase price of FIVE DOLLARS AND FIFTY CENTS (\$5.50) per share in lawful money of the United States of America in cash or by check or a combination of cash and check, subject to adjustment as hereinafter provided.

1. Warrant; Exercise Price; Payout Amount.

1.1. Each Warrant shall entitle the Warrant Holder the right to purchase one Share of Common Stock of the Company (individually, a "Warrant Share"; severally, the "Warrant Shares").

1.2. The purchase price payable upon exercise of each Warrant ("Exercise Price") shall be FIVE DOLLARS AND FIFTY CENTS (\$5.50), subject to adjustment as hereinafter provided. The Exercise Price and number of Warrants evidenced by each Warrant Certificate are subject to adjustment as provided in Section 7 hereof.

2. Exercise of Warrant; Expiration Date.

2.1. This Warrant Certificate is exercisable, in whole or from time to time in part, at the option of the Warrant Holder, at any time after the date of issuance and on or before the Expiration Date, upon surrender of this Warrant Certificate to the Company together with a duly completed exercise form and payment of the Exercise Price. In the case of exercise of less than all the Warrants represented by this Warrant Certificate, the Company shall cancel the Warrant Certificate upon the surrender thereof and shall execute and deliver a new Warrant Certificate for the balance of such Warrants.

2.2. The term "Expiration Date" shall mean 5:00 p.m. New York time on April 16, 2000, or if such date shall in the State of New York be a holiday or a day on which banks are authorized to close, then 5:00 p.m. New York time the next following day which in the State of New York is not a holiday or a day on which banks are authorized to close, or in the event of any merger, consolidation, or sale of all or substantially all the assets of the Company as an entirety resulting in any distribution to the Company's stockholders prior to the Expiration Date, the Warrant Holder shall have the right to exercise this Warrant commencing at such time through the Expiration Date into the kind and amount of shares of stock and other securities and property (including cash) receivable by a holder of the number of shares of Common Stock into which this Warrant might have been exercisable immediately prior thereto.

3. Registration and Transfer on Company Books.

3.1. The Company shall maintain books and records for the registration and transfer of Warrant Certificates.

3.2. Prior to due presentment for registration of transfer of this Warrant Certificate, the Company may deem and treat the registered holder as the absolute owner thereof.

3.3. The Company shall register upon its books any transfer of a Warrant Certificate upon surrender of same to the Company accompanied by a written instrument of transfer duly executed by the registered holder. Upon any such registration of transfer, new Warrant Certificate(s) shall be issued to the transferee(s) and the surrendered Warrant Certificate shall be cancelled by the Company. A Warrant Certificate may also be exchanged, at the option of the holder, for new Warrant Certificates representing in the aggregate the number of Warrants evidenced by the Warrant Certificate surrendered.

4. Reservation of Shares. The Company covenants that it will at all times reserve and keep available out of its authorized Common Stock, solely for the purpose of issuance upon exercise of the Warrants, such number of shares of Common Stock as shall then be issuable upon the exercise of all outstanding Warrants. The Company covenants that all shares of Common Stock which shall be

issuable upon exercise of the Warrants shall be duly and validly issued and fully paid and non-assessable and free from all taxes, liens and charges with respect to the issuance thereof, and that upon issuance such shares shall be listed on each national securities exchange, if any, on which the other shares of outstanding Common Stock of the Company are then listed.

5. Exchange, Transfer, Assignment, Loss or Mutilation of Warrant Certificate. This Warrant Certificate is exchangeable, without expense, at the option of the Warrant Holder, upon presentation and surrender hereof to the Company or at the office of its stock transfer agent, if any, for other Warrants of different denominations entitling the holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. This Warrant Certificate may be transferred or assigned by the Warrant Holder upon surrender of this Warrant Certificate to the Company at its principal office or at the office of its transfer agent, if any, with the Assignment Form annexed hereto duly executed and funds sufficient to pay any transfer tax. Upon such surrender the Company shall, without charge, execute and deliver a new Warrant Certificate in the name of the assignee named in such instrument of assignment and this Warrant Certificate shall be promptly cancelled. This Warrant may be divided or combined with other warrants which carry the same rights upon presentation hereof at the principal office of the Company or at the office of its stock transfer agent, if any, together with a written notice specifying the names and denominations in which new Warrants are to be issued and signed by the Warrant Holder hereof. The term "Warrant Certificate" as used herein includes any Warrant Certificates into which this Warrant Certificate may be divided or exchanged. Upon receipt by the Company of reasonable evidence of the ownership of and the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, of indemnity reasonably satisfactory to the Company, or, in the case of mutilation, upon surrender and cancellation of the mutilated Warrant Certificate, the Company shall execute and deliver in lieu thereof a new Warrant Certificate of like tenor and date representing an equal number of Warrants.

6. Rights of the Holder. The Warrant Holder shall not, by virtue hereof, be entitled to any voting or other rights of a stockholder in the Company, either at law or equity, and the rights of the Warrant Holder are limited to those expressed in the Warrant Certificate and are not enforceable against the Company except to the extent set forth herein.

7. Adjustment of Exercise Price and Number of Shares Deliverable. The Exercise Price and the number of shares of Common Stock purchasable pursuant to each Warrant shall be subject to adjustment from time to time as hereinafter set forth in this Section 7:

(a) In case the Company shall (i) declare a dividend or make a distribution on its outstanding shares of Common Stock in shares of Common Stock, (ii) subdivide or reclassify its outstanding shares of Common Stock into a greater number of

shares, or (iii) combine or reclassify its outstanding shares of Common Stock into a smaller number of shares, the Exercise Price in effect at the time of the record date for such dividend or distribution or of the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price by a fraction, the denominator of which shall be the number of shares of Common Stock outstanding after giving effect to such action, and the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such action. Such adjustment shall be made successively whenever any event listed above shall occur.

(b) Whenever the Exercise Price payable upon exercise of each Warrant is adjusted pursuant to Subsection (a) above, the number of Shares purchasable upon exercise of this Warrant shall simultaneously be adjusted by multiplying the number of Shares initially issuable upon exercise of this Warrant by the Exercise Price in effect on the date hereof and dividing the product so obtained by the Exercise Price, as adjusted.

(c) Notwithstanding the provisions of Subsections (a) and

(b) of this Section 7, no adjustment in the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least five cents (\$0.05) in such price; provided, however, that any adjustments which by reason of this Subsection

(c) are not required to be made shall be carried forward and taken into account in any subsequent adjustment required to be made hereunder. All calculations under this Section 7 shall be made to the nearest cent or to the nearest one-hundredth of a share, as the case may be. Anything in this Section 7 to the contrary notwithstanding, the Company shall be entitled, but shall not be required, to make such changes in the Exercise Price, in addition to those required by this Section 7, as it shall determine, in its sole discretion, to be advisable in order that any dividend or distribution in shares of Common Stock, or any subdivision, reclassification or combination of Common Stock hereafter made by the Company, shall not result in any Federal income tax liability to the holders of Common Stock or securities convertible into Common Stock (including Warrants).

(d) Whenever the Exercise Price is adjusted as herein provided, the Company shall promptly cause a notice setting forth the adjusted Exercise Price and adjusted number of Shares issuable upon exercise of each Warrant, and if requested by the

Warrant Holder, information describing the transactions giving rise to such adjustments, to be mailed to the Warrant Holders at their last addresses appearing in the books and records of the Company, and shall cause a certified copy thereof to be mailed to its transfer agent, if any. The Company may retain a firm of independent certified public accountants selected by the Board of Directors (who may be the regular accountants employed by the Company) to make any computation required by this Section 7, and a certificate signed by such firm shall be conclusive evidence of the correctness of such adjustment.

(e) In the event that at any time, as a result of an adjustment made pursuant to Subsection (a) above, the Warrant Holder of this Warrant thereafter shall become entitled to receive any shares of the Company, other than Common Stock, thereafter the number of such other shares so receivable upon exercise of this Warrant shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in Subsections (a) to (c), inclusive above.

(f) Irrespective of any adjustments in the Exercise Price or the number or kind of shares purchasable upon exercise of this Warrant, Warrants theretofore or thereafter issued may continue to express the same price and number and kind of shares as are stated in the similar Warrants initially issuable pursuant to this Warrant Certificate.

8. Fractional Shares. No certificate for fractional Shares shall be issued upon the exercise of the Warrants. With respect to any fraction of a Share called for upon any exercise hereof, the Company shall pay to the Warrant Holder an amount in cash equal to such fraction calculated to the nearest cent multiplied by the current market value of a Share, determined as follows:

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on the NASDAQ system, the current market value of a Share shall be the last reported sale price per Share of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing bid and asked prices per Share for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges, the current market value of a Share

shall be the mean of the last reported bid and asked prices per Share reported by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the current market value of a Share shall be an amount, not less than book value thereof, as at the end of the most recent fiscal year of the Company ending prior to the date of the exercise of the Warrant, determined in such reasonable manner as may be prescribed by the Board of Directors of the Company.

9. Officer's Certificate. Whenever the Exercise Price shall be adjusted as required by the provisions of Section 7 hereof, the Company shall forthwith file in the custody of its Secretary or Assistant Secretary at its principal office and with its stock transfer agent, if any, an officer's certificate showing the adjusted Exercise Price as herein provided setting forth in reasonable detail the facts requiring such adjustment, including a statement of the number of additional shares of Common Stock, if any, and such other facts as shall be necessary to show the reason for and the manner of computing such adjustment. Each such officer's certificate shall be made available at all reasonable times for inspection by the holder or any holder of a Warrant executed and delivered pursuant to Section 2, and the Company shall, forthwith after each such adjustment, mail a copy by certified mail of such certificate to the Warrant Holder or any such holder.

10. Notices to Warrant Holders. So long as this Warrant shall be outstanding, (i) if the Company shall pay any dividend or make any distribution upon the Common Stock; or (ii) if the Company shall offer to the holders of Common Stock for subscription or purchase by them any shares of any class or any other rights; or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation, sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be mailed by certified mail to the Warrant Holder, at least fifteen days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any, which is to be fixed, as of which the holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

11. Reclassification, Reorganization or Merger. In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the

Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety, the Company shall, as a condition precedent to such transaction, cause effective provisions to be made so that the Warrant Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to purchase the kind and amount of shares of stock and other securities and property receivable upon such reclassification, capital reorganization and other change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant immediately prior to such reclassification, change, consolidation, merger, sale or conveyance. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 11 shall similarly apply to successive reclassifications, capital reorganizations and changes of shares of Common Stock and to successive consolidations, mergers, sales or conveyances. In the event that in connection with any such capital reorganization or reclassification, consolidation, merger, sale or conveyance, additional shares of Common Stock shall be issued in exchange, conversion, substitution or payment, in whole or in part, for a security of the Company other than Common Stock, any such issue shall be treated as an issue of Common Stock covered by the provisions of Subsection (a) of Section 7 hereof.

12. Voluntary Adjustment by the Company. The Company may, at its option, at any time during the term of the Warrants, reduce the then current Exercise Price to any amount deemed appropriate by the Board of Directors of the Company and/or extend the date of the expiration of the Warrants.

13. Registration Under the Securities Act of 1933.

The Warrant Holder shall be entitled to the following registration rights.

(a) Demand Rights. The Company covenants and agrees with the Warrant Holder that, during the one (1) year commencing on the date hereof, within forty-five (45) days after receipt of a written request from the Warrant Holder, or a majority of holders if there is more than one holder, that he desires and intends to transfer all or a portion of his Shares under such circumstances that a public offering, within the meaning of the Securities Act of 1933, as amended (the "Act"), will be involved, the Company shall file with the Securities and Exchange Commission (the "Commission") with all deliberate speed a Registration Statement

on Form S-3 (or any shortform successor thereto), or if not eligible for the use of Form S-3, any other Form, covering all such securities and use its best efforts to cause such Registration Statement with respect to such securities to become effective under the Act. The Company shall not be required to comply with more than one request for registration pursuant to this Section 13(a). The Company need not comply with any request for registration pursuant to this Section 13(a) if at such time the Company would be required to use, in connection with the filing of the Registration Statement, pursuant to the requirements of the Act and the rules and regulations of the commission thereunder, audited financial statements as of a date other than the end of a fiscal year of the Company. If the Company includes Shares to be sold by it in any registration requested pursuant to this Section 13(a), such registration shall be deemed to have been a registration under Section 13(b).

(b) Piggyback Rights. If at any time after the date hereof, the Company shall propose to file a registration statement ("Registration Statement") under the Act (other than a reorganization or an offering pursuant to a stock option or other employee benefit plan or an offering on Form S-4 or S-5 (or any successor forms thereto) relating to an acquisition of another corporation), then, during the period commencing on the date hereof and terminating on the Expiration Date, and subject to Subsection (3) of this Section 13(b), the Company shall in each case deliver written notice thereof to the Holder of this Warrant or of the Warrant Shares and/or any then holder of Warrants or Warrant Shares (such persons being collectively referred to herein as "holders") at least 15 days before the anticipated filing date. Such notice shall offer to each holder the option to include Warrant Shares in such Registration Statement, subject to the conditions set forth in this Section 13(b); provided, however, that the Company shall be under no obligation to register Warrant Shares of any holder if in the opinion of counsel to such holder no registration under the Act is required with respect to a public disposition of such Warrant Shares.

(1) Should a holder desire to have any Warrant Shares registered under this Section 13(b), such holder shall so advise in writing no later than 15 days after the date of receipt by the holder of the Company's written notice, setting forth the number of such Warrant Shares for which registration is requested. Subject to Subsection (3) of this Section 13(b), the Company shall thereupon include in such Registration Statement such Warrant Shares.

(2) Neither the giving of notice by the Company nor any request by any holders to register Warrant Shares pursuant to this Section 13(b) shall in any way obligate the Company to file any such Registration Statement, and notwithstanding the filing of such Registration Statement, the Company may, at any time prior to the effective date thereof, determine not to offer the securities to which such registration relates and/or withdraw the Registration Statement from the Commission, without liability of the Company to any holders.

(3) If the securities covered by such Registration Statement are to be sold by underwriters in an underwritten public offering (including, without limitation, a so-called "best efforts" undertaking by an underwriter), the Company shall use its best efforts to cause the managing underwriter, if any, of a proposed offering to grant a request by a holder that Warrant Shares be included in the proposed offering on terms and conditions which are customary industry practice for such underwriter under the existing circumstance, provided that any Warrant Shares to be sold by holders pursuant to this Section

13(b), shall be sold or distributed in a manner identical to the manner in which the securities which are the subject of such Registration Statement are to be sold or distributed. Notwithstanding the foregoing, if any such managing underwriter shall advise the Company in writing that, in good faith and in its reasonable opinion, the distribution of Warrant Shares requested to be included in the Registration Statement concurrently with the securities being registered by the Company would adversely affect the distribution of such securities by such underwriters, the Company shall give notice of such determination to the holders requesting registration, and the number of Warrant Shares proposed to be offered by the holders and any other persons other than the Company shall be reduced pro rata (as specified by the Company in such notice) to aggregate a quantity of Warrant Shares (so specified) which said managing underwriter shall not consider excessive.

(4) The rights of holders to have their Warrant Shares be included in any Registration Statement pursuant to the provisions of Section 13(b) of this Warrant Certificate, shall be subject to the condition that the holders requesting registration shall furnish to the Company in writing such information and documents as may be reasonably required to properly prepare and file such Registration Statement in accordance with applicable provisions of the Act.

(5) The Company shall bear the entire cost and expense of any registration of securities initiated by it notwithstanding that Warrant Shares may be included in any such registration. Any holder whose Warrant Shares are included in any such registration statement pursuant to this Section 13(b) shall, however, bear the fees of his own counsel and any registration fees, transfer taxes or underwriting discounts or commissions applicable to the Warrant Shares sold by him pursuant thereto.

(c) Indemnification. (i) The Company shall indemnify and hold harmless each such holder and each underwriter, within the meaning of the Act, who may purchase from or sell for any such holder any Warrant Shares (collectively, "Indemnified Persons") from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any post-effective amendment thereto or any registration statement under the Act or any prospectus included therein required to be filed or furnished by reason of this

Section 13 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 such untrue statement or alleged untrue statement or omission or alleged omission based upon information furnished or required to be furnished in writing to the Company by such holder or underwriter expressly for use therein, which indemnification shall include each person, if any, who controls any such underwriter within the meaning of such Act; provided, however, that the Company shall not be obliged so to indemnify any such holder, underwriter or controlling person unless such holder, underwriter or controlling person shall at the same time indemnify the Company, its directors, each officer signing the related registration statement and each person, if any, who controls the Company within the meaning of such Act, from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in any registration statement or any prospectus required to be filed or furnished by reason of this

Section 13 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, insofar as such losses, claims, damages or liabilities are caused by any untrue statement or alleged untrue statement or omission or alleged omission based upon information furnished or required to be furnished in writing to the Company by any such holder,

underwriter or controlling person expressly for use therein.

(ii) The holders registering Warrant Shares pursuant to this Warrant Certificate shall indemnify and hold harmless the Company, its directors and officers, and each person, if any who controls the Company within the meaning of either Section 15 of the Act or Section 20 of the Securities Exchange Act of 1934, as amended ("Exchange Act"), to the same extent as the indemnity from the Company to each Indemnified Person set forth in paragraph (i) of this Subsection (c), but only with respect to information relating to such Indemnified Person furnished in writing by such Indemnified Person to the Company expressly for use in the Registration Statement or related Prospectus (preliminary or final), or any amendment or supplement thereto. In case any action or proceeding shall be brought against the Company or its directors or officers or any such controlling person, in respect of which indemnity may be sought against a holder, each shall have the rights and duties given to the Company and the Company or its directors or its officers or its controlling persons each shall have the rights and duties given to a holder by Subsection (c).

(iii) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 13(c) is due in accordance with its terms but is, for any reason, held by a court to be unavailable, the Company and the holders shall contribute to the aggregate losses, claims, damages and liabilities (including reasonable legal or other expenses incurred in connection with investigation or defending of same) to which the Company and the holders may be subject based on their comparative fault; provided, however, that no holder shall have any liability hereunder in excess of the gross proceeds realized by such holder from the sale by it of the Warrant Shares to which the third party claim relates; provided, further, however, that no person who has committed an intentional misrepresentation shall be entitled to contribution from any person who has not committed an intentional misrepresentation. For the purposes of this paragraph (iii) any person controlling, controlled by or under common control with the holders, or any partner, director, officer, employee, representative or agent of any thereof, shall have the same rights to contribution as the holders, and each person who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, each officer and each director of the Company shall have the same rights to contribution as the Company. Any party entitled to

contribution shall, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against the other party under this paragraph (iii), notify such party from whom contribution may be sought, but the omission to so notify such party shall not relieve the party from which contribution may be sought from any obligation it or they may have hereunder or otherwise.

The Company's agreements with respect to Warrant Shares in this Section 13 shall continue in effect regardless of the exercise and surrender of this Warrant.

14. Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be duly executed by its officers thereunto duly authorized and its corporate seal to be affixed herein.

DEL ELECTRONICS CORP.

By: /s/ Leonard A. Trugman

Name: Leonard A. Trugman

Title: Chairman, Chief Executive
Officer and President

[SEAL]

Dated: April 17, 1995

Attest:

/s/ Michael Taber

Michael Taber, Secretary

EXERCISE FORM

Dated: _____, 199_

The undersigned hereby irrevocably elects to exercise the right to purchase ----- shares of Common Stock covered by this Warrant according to the conditions hereof and herewith makes payment of the Purchase Price for such shares in full.

Signature [Print Name]

(STREET ADDRESS)

(CITY) (STATE) (ZIP CODE)

ASSIGNMENT FORM

FOR VALUE RECEIVED, -----

hereby sells, assigns and transfer unto

Name -----

(Please typewrite or print in bold letters)

Address ----- the right to purchase Common Stock represented by this Warrant to the extent of

- ----- shares as to which such right is exercisable and does hereby irrevocably constitute and appoint ----- Attorney, to transfer the same on the books of the Company with full power of substitution in the premises.

Date -----, 199---

Signature

[PRINT NAME

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT BE SOLD OR OTHERWISE TRANSFERRED UNLESS THEY ARE REGISTERED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

3,000 Warrants

Void after 5:00 p.m. New York time on April 16, 2000

WARRANT TO PURCHASE COMMON STOCK

OF

DEL ELECTRONICS CORP.

This warrant certificate ("Warrant Certificate") certifies that for value received, Kenneth L. Greenberg, SS# 521-72-3187, residing at 10483 East Prentice Place, Englewood, Colorado 80111 (the "Warrant Holder") is the owner of the number of warrants ("Warrants") specified above, each of which entitles the holder thereof to purchase, at any time on or before the Expiration Date, as hereinafter defined, one fully paid and non-assessable share ("Share") of Common Stock, par value \$.10 per share ("Common Stock"), of Del Electronics Corp. (the "Company"), a New York corporation, at a purchase price of FIVE DOLLARS AND FIFTY CENTS (\$5.50) per share in lawful money of the United States of America in cash or by check or a combination of cash and check, subject to adjustment as hereinafter provided.

1. Warrant; Exercise Price; Payout Amount.

1.1. Each Warrant shall entitle the Warrant Holder the right to purchase one Share of Common Stock of the Company (individually, a "Warrant Share"; severally, the "Warrant Shares").

1.2. The purchase price payable upon exercise of each Warrant ("Exercise Price") shall be FIVE DOLLARS AND FIFTY CENTS (\$5.50), subject to adjustment as hereinafter provided. The Exercise Price and number of Warrants evidenced by each Warrant Certificate are subject to adjustment as provided in Section 7 hereof.

2. Exercise of Warrant; Expiration Date.

2.1. This Warrant Certificate is exercisable, in whole or from time to time in part, at the option of the Warrant Holder, at any time after the date of issuance and on or before the Expiration Date, upon surrender of this Warrant Certificate to the Company together with a duly completed exercise form and payment of the Exercise Price. In the case of exercise of less than all the Warrants represented by this Warrant Certificate, the Company shall cancel the Warrant Certificate upon the surrender thereof and shall execute and deliver a new Warrant Certificate for the balance of such Warrants.

2.2. The term "Expiration Date" shall mean 5:00 p.m. New York time on April 16, 2000, or if such date shall in the State of New York be a holiday or a day on which banks are authorized to close, then 5:00 p.m. New York time the next following day which in the State of New York is not a holiday or a day on which banks are authorized to close, or in the event of any merger, consolidation, or sale of all or substantially all the assets of the Company as an entirety resulting in any distribution to the Company's stockholders prior to the Expiration Date, the Warrant Holder shall have the right to exercise this Warrant commencing at such time through the Expiration Date into the kind and amount of shares of stock and other securities and property (including cash) receivable by a holder of the number of shares of Common Stock into which this Warrant might have been exercisable immediately prior thereto.

3. Registration and Transfer on Company Books.

3.1. The Company shall maintain books and records for the registration and transfer of Warrant Certificates.

3.2. Prior to due presentment for registration of transfer of this Warrant Certificate, the Company may deem and treat the registered holder as the absolute owner thereof.

3.3. The Company shall register upon its books any transfer of a Warrant Certificate upon surrender of same to the Company accompanied by a written instrument of transfer duly executed by the registered holder. Upon any such registration of transfer, new Warrant Certificate(s) shall be issued to the transferee(s) and the surrendered Warrant Certificate shall be cancelled by the Company. A Warrant Certificate may also be exchanged, at the option of the holder, for new Warrant Certificates representing in the aggregate the number of Warrants evidenced by the Warrant Certificate surrendered.

4. Reservation of Shares. The Company covenants that it will at all times reserve and keep available out of its authorized Common Stock, solely for the purpose of issuance upon exercise of the Warrants, such number of shares of Common Stock as shall then be issuable upon the exercise of all outstanding Warrants. The Company covenants that all shares of Common Stock which shall be

issuable upon exercise of the Warrants shall be duly and validly issued and fully paid and non-assessable and free from all taxes, liens and charges with respect to the issuance thereof, and that upon issuance such shares shall be listed on each national securities exchange, if any, on which the other shares of outstanding Common Stock of the Company are then listed.

5. Exchange, Transfer, Assignment, Loss or Mutilation of Warrant Certificate. This Warrant Certificate is exchangeable, without expense, at the option of the Warrant Holder, upon presentation and surrender hereof to the Company or at the office of its stock transfer agent, if any, for other Warrants of different denominations entitling the holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. This Warrant Certificate may be transferred or assigned by the Warrant Holder upon surrender of this Warrant Certificate to the Company at its principal office or at the office of its transfer agent, if any, with the Assignment Form annexed hereto duly executed and funds sufficient to pay any transfer tax. Upon such surrender the Company shall, without charge, execute and deliver a new Warrant Certificate in the name of the assignee named in such instrument of assignment and this Warrant Certificate shall be promptly cancelled. This Warrant may be divided or combined with other warrants which carry the same rights upon presentation hereof at the principal office of the Company or at the office of its stock transfer agent, if any, together with a written notice specifying the names and denominations in which new Warrants are to be issued and signed by the Warrant Holder hereof. The term "Warrant Certificate" as used herein includes any Warrant Certificates into which this Warrant Certificate may be divided or exchanged. Upon receipt by the Company of reasonable evidence of the ownership of and the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, of indemnity reasonably satisfactory to the Company, or, in the case of mutilation, upon surrender and cancellation of the mutilated Warrant Certificate, the Company shall execute and deliver in lieu thereof a new Warrant Certificate of like tenor and date representing an equal number of Warrants.

6. Rights of the Holder. The Warrant Holder shall not, by virtue hereof, be entitled to any voting or other rights of a stockholder in the Company, either at law or equity, and the rights of the Warrant Holder are limited to those expressed in the Warrant Certificate and are not enforceable against the Company except to the extent set forth herein.

7. Adjustment of Exercise Price and Number of Shares Deliverable. The Exercise Price and the number of shares of Common Stock purchasable pursuant to each Warrant shall be subject to adjustment from time to time as hereinafter set forth in this Section 7:

(a) In case the Company shall (i) declare a dividend or make a distribution on its outstanding shares of Common Stock in shares of Common Stock, (ii) subdivide or reclassify its outstanding shares of Common Stock into a greater number of

shares, or (iii) combine or reclassify its outstanding shares of Common Stock into a smaller number of shares, the Exercise Price in effect at the time of the record date for such dividend or distribution or of the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price by a fraction, the denominator of which shall be the number of shares of Common Stock outstanding after giving effect to such action, and the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such action. Such adjustment shall be made successively whenever any event listed above shall occur.

(b) Whenever the Exercise Price payable upon exercise of each Warrant is adjusted pursuant to Subsection (a) above, the number of Shares purchasable upon exercise of this Warrant shall simultaneously be adjusted by multiplying the number of Shares initially issuable upon exercise of this Warrant by the Exercise Price in effect on the date hereof and dividing the product so obtained by the Exercise Price, as adjusted.

(c) Notwithstanding the provisions of Subsections (a) and

(b) of this Section 7, no adjustment in the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least five cents (\$0.05) in such price; provided, however, that any adjustments which by reason of this Subsection

(c) are not required to be made shall be carried forward and taken into account in any subsequent adjustment required to be made hereunder. All calculations under this Section 7 shall be made to the nearest cent or to the nearest one-hundredth of a share, as the case may be. Anything in this Section 7 to the contrary notwithstanding, the Company shall be entitled, but shall not be required, to make such changes in the Exercise Price, in addition to those required by this Section 7, as it shall determine, in its sole discretion, to be advisable in order that any dividend or distribution in shares of Common Stock, or any subdivision, reclassification or combination of Common Stock hereafter made by the Company, shall not result in any Federal income tax liability to the holders of Common Stock or securities convertible into Common Stock (including Warrants).

(d) Whenever the Exercise Price is adjusted as herein provided, the Company shall promptly cause a notice setting forth the adjusted Exercise Price and adjusted number of Shares issuable upon exercise of each Warrant, and if requested by the

Warrant Holder, information describing the transactions giving rise to such adjustments, to be mailed to the Warrant Holders at their last addresses appearing in the books and records of the Company, and shall cause a certified copy thereof to be mailed to its transfer agent, if any. The Company may retain a firm of independent certified public accountants selected by the Board of Directors (who may be the regular accountants employed by the Company) to make any computation required by this Section 7, and a certificate signed by such firm shall be conclusive evidence of the correctness of such adjustment.

(e) In the event that at any time, as a result of an adjustment made pursuant to Subsection (a) above, the Warrant Holder of this Warrant thereafter shall become entitled to receive any shares of the Company, other than Common Stock, thereafter the number of such other shares so receivable upon exercise of this Warrant shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in Subsections (a) to (c), inclusive above.

(f) Irrespective of any adjustments in the Exercise Price or the number or kind of shares purchasable upon exercise of this Warrant, Warrants theretofore or thereafter issued may continue to express the same price and number and kind of shares as are stated in the similar Warrants initially issuable pursuant to this Warrant Certificate.

8. Fractional Shares. No certificate for fractional Shares shall be issued upon the exercise of the Warrants. With respect to any fraction of a Share called for upon any exercise hereof, the Company shall pay to the Warrant Holder an amount in cash equal to such fraction calculated to the nearest cent multiplied by the current market value of a Share, determined as follows:

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on the NASDAQ system, the current market value of a Share shall be the last reported sale price per Share of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing bid and asked prices per Share for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges, the current market value of a Share

shall be the mean of the last reported bid and asked prices per Share reported by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the current market value of a Share shall be an amount, not less than book value thereof, as at the end of the most recent fiscal year of the Company ending prior to the date of the exercise of the Warrant, determined in such reasonable manner as may be prescribed by the Board of Directors of the Company.

9. Officer's Certificate. Whenever the Exercise Price shall be adjusted as required by the provisions of Section 7 hereof, the Company shall forthwith file in the custody of its Secretary or Assistant Secretary at its principal office and with its stock transfer agent, if any, an officer's certificate showing the adjusted Exercise Price as herein provided setting forth in reasonable detail the facts requiring such adjustment, including a statement of the number of additional shares of Common Stock, if any, and such other facts as shall be necessary to show the reason for and the manner of computing such adjustment. Each such officer's certificate shall be made available at all reasonable times for inspection by the holder or any holder of a Warrant executed and delivered pursuant to Section 2, and the Company shall, forthwith after each such adjustment, mail a copy by certified mail of such certificate to the Warrant Holder or any such holder.

10. Notices to Warrant Holders. So long as this Warrant shall be outstanding, (i) if the Company shall pay any dividend or make any distribution upon the Common Stock; or (ii) if the Company shall offer to the holders of Common Stock for subscription or purchase by them any shares of any class or any other rights; or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation, sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be mailed by certified mail to the Warrant Holder, at least fifteen days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any, which is to be fixed, as of which the holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

11. Reclassification, Reorganization or Merger. In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the

Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety, the Company shall, as a condition precedent to such transaction, cause effective provisions to be made so that the Warrant Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to purchase the kind and amount of shares of stock and other securities and property receivable upon such reclassification, capital reorganization and other change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant immediately prior to such reclassification, change, consolidation, merger, sale or conveyance. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 11 shall similarly apply to successive reclassifications, capital reorganizations and changes of shares of Common Stock and to successive consolidations, mergers, sales or conveyances. In the event that in connection with any such capital reorganization or reclassification, consolidation, merger, sale or conveyance, additional shares of Common Stock shall be issued in exchange, conversion, substitution or payment, in whole or in part, for a security of the Company other than Common Stock, any such issue shall be treated as an issue of Common Stock covered by the provisions of Subsection (a) of Section 7 hereof.

12. Voluntary Adjustment by the Company. The Company may, at its option, at any time during the term of the Warrants, reduce the then current Exercise Price to any amount deemed appropriate by the Board of Directors of the Company and/or extend the date of the expiration of the Warrants.

13. Registration Under the Securities Act of 1933.

The Warrant Holder shall be entitled to the following registration rights.

(a) Demand Rights. The Company covenants and agrees with the Warrant Holder that, during the one (1) year commencing on the date hereof, within forty-five (45) days after receipt of a written request from the Warrant Holder, or a majority of holders if there is more than one holder, that he desires and intends to transfer all or a portion of his Shares under such circumstances that a public offering, within the meaning of the Securities Act of 1933, as amended (the "Act"), will be involved, the Company shall file with the Securities and Exchange Commission (the "Commission") with all deliberate speed a Registration Statement

on Form S-3 (or any shortform successor thereto), or if not eligible for the use of Form S-3, any other Form, covering all such securities and use its best efforts to cause such Registration Statement with respect to such securities to become effective under the Act. The Company shall not be required to comply with more than one request for registration pursuant to this Section 13(a). The Company need not comply with any request for registration pursuant to this Section 13(a) if at such time the Company would be required to use, in connection with the filing of the Registration Statement, pursuant to the requirements of the Act and the rules and regulations of the commission thereunder, audited financial statements as of a date other than the end of a fiscal year of the Company. If the Company includes Shares to be sold by it in any registration requested pursuant to this Section 13(a), such registration shall be deemed to have been a registration under Section 13(b).

(b) Piggyback Rights. If at any time after the date hereof, the Company shall propose to file a registration statement ("Registration Statement") under the Act (other than a reorganization or an offering pursuant to a stock option or other employee benefit plan or an offering on Form S-4 or S-5 (or any successor forms thereto) relating to an acquisition of another corporation), then, during the period commencing on the date hereof and terminating on the Expiration Date, and subject to Subsection (3) of this Section 13(b), the Company shall in each case deliver written notice thereof to the Holder of this Warrant or of the Warrant Shares and/or any then holder of Warrants or Warrant Shares (such persons being collectively referred to herein as "holders") at least 15 days before the anticipated filing date. Such notice shall offer to each holder the option to include Warrant Shares in such Registration Statement, subject to the conditions set forth in this Section 13(b); provided, however, that the Company shall be under no obligation to register Warrant Shares of any holder if in the opinion of counsel to such holder no registration under the Act is required with respect to a public disposition of such Warrant Shares.

(1) Should a holder desire to have any Warrant Shares registered under this Section 13(b), such holder shall so advise in writing no later than 15 days after the date of receipt by the holder of the Company's written notice, setting forth the number of such Warrant Shares for which registration is requested. Subject to Subsection (3) of this Section 13(b), the Company shall thereupon include in such Registration Statement such Warrant Shares.

(2) Neither the giving of notice by the Company nor any request by any holders to register Warrant Shares pursuant to this Section 13(b) shall in any way obligate the Company to file any such Registration Statement, and notwithstanding the filing of such Registration Statement, the Company may, at any time prior to the effective date thereof, determine not to offer the securities to which such registration relates and/or withdraw the Registration Statement from the Commission, without liability of the Company to any holders.

(3) If the securities covered by such Registration Statement are to be sold by underwriters in an underwritten public offering (including, without limitation, a so-called "best efforts" undertaking by an underwriter), the Company shall use its best efforts to cause the managing underwriter, if any, of a proposed offering to grant a request by a holder that Warrant Shares be included in the proposed offering on terms and conditions which are customary industry practice for such underwriter under the existing circumstance, provided that any Warrant Shares to be sold by holders pursuant to this Section

13(b), shall be sold or distributed in a manner identical to the manner in which the securities which are the subject of such Registration Statement are to be sold or distributed. Notwithstanding the foregoing, if any such managing underwriter shall advise the Company in writing that, in good faith and in its reasonable opinion, the distribution of Warrant Shares requested to be included in the Registration Statement concurrently with the securities being registered by the Company would adversely affect the distribution of such securities by such underwriters, the Company shall give notice of such determination to the holders requesting registration, and the number of Warrant Shares proposed to be offered by the holders and any other persons other than the Company shall be reduced pro rata (as specified by the Company in such notice) to aggregate a quantity of Warrant Shares (so specified) which said managing underwriter shall not consider excessive.

(4) The rights of holders to have their Warrant Shares be included in any Registration Statement pursuant to the provisions of Section 13(b) of this Warrant Certificate, shall be subject to the condition that the holders requesting registration shall furnish to the Company in writing such information and documents as may be reasonably required to properly prepare and file such Registration Statement in accordance with applicable provisions of the Act.

(5) The Company shall bear the entire cost and expense of any registration of securities initiated by it notwithstanding that Warrant Shares may be included in any such registration. Any holder whose Warrant Shares are included in any such registration statement pursuant to this Section 13(b) shall, however, bear the fees of his own counsel and any registration fees, transfer taxes or underwriting discounts or commissions applicable to the Warrant Shares sold by him pursuant thereto.

(c) Indemnification. (i) The Company shall indemnify and hold harmless each such holder and each underwriter, within the meaning of the Act, who may purchase from or sell for any such holder any Warrant Shares (collectively, "Indemnified Persons") from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any post-effective amendment thereto or any registration statement under the Act or any prospectus included therein required to be filed or furnished by reason of this

Section 13 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 such untrue statement or alleged untrue statement or omission or alleged omission based upon information furnished or required to be furnished in writing to the Company by such holder or underwriter expressly for use therein, which indemnification shall include each person, if any, who controls any such underwriter within the meaning of such Act; provided, however, that the Company shall not be obliged so to indemnify any such holder, underwriter or controlling person unless such holder, underwriter or controlling person shall at the same time indemnify the Company, its directors, each officer signing the related registration statement and each person, if any, who controls the Company within the meaning of such Act, from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in any registration statement or any prospectus required to be filed or furnished by reason of this

Section 13 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, insofar as such losses, claims, damages or liabilities are caused by any untrue statement or alleged untrue statement or omission or alleged omission based upon information furnished or required to be furnished in writing to the Company by any such holder,

underwriter or controlling person expressly for use therein.

(ii) The holders registering Warrant Shares pursuant to this Warrant Certificate shall indemnify and hold harmless the Company, its directors and officers, and each person, if any who controls the Company within the meaning of either Section 15 of the Act or Section 20 of the Securities Exchange Act of 1934, as amended ("Exchange Act"), to the same extent as the indemnity from the Company to each Indemnified Person set forth in paragraph (i) of this Subsection (c), but only with respect to information relating to such Indemnified Person furnished in writing by such Indemnified Person to the Company expressly for use in the Registration Statement or related Prospectus (preliminary or final), or any amendment or supplement thereto. In case any action or proceeding shall be brought against the Company or its directors or officers or any such controlling person, in respect of which indemnity may be sought against a holder, each shall have the rights and duties given to the Company and the Company or its directors or its officers or its controlling persons each shall have the rights and duties given to a holder by Subsection (c).

(iii) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 13(c) is due in accordance with its terms but is, for any reason, held by a court to be unavailable, the Company and the holders shall contribute to the aggregate losses, claims, damages and liabilities (including reasonable legal or other expenses incurred in connection with investigation or defending of same) to which the Company and the holders may be subject based on their comparative fault; provided, however, that no holder shall have any liability hereunder in excess of the gross proceeds realized by such holder from the sale by it of the Warrant Shares to which the third party claim relates; provided, further, however, that no person who has committed an intentional misrepresentation shall be entitled to contribution from any person who has not committed an intentional misrepresentation. For the purposes of this paragraph (iii) any person controlling, controlled by or under common control with the holders, or any partner, director, officer, employee, representative or agent of any thereof, shall have the same rights to contribution as the holders, and each person who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, each officer and each director of the Company shall have the same rights to contribution as the Company. Any party entitled to

contribution shall, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against the other party under this paragraph (iii), notify such party from whom contribution may be sought, but the omission to so notify such party shall not relieve the party from which contribution may be sought from any obligation it or they may have hereunder or otherwise.

The Company's agreements with respect to Warrant Shares in this Section 13 shall continue in effect regardless of the exercise and surrender of this Warrant.

14. Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be duly executed by its officers thereunto duly authorized and its corporate seal to be affixed herein.

DEL ELECTRONICS CORP.

By: /s/ Leonard A. Trugman

Name: Leonard A. Trugman
Title: Chairman, Chief Executive
Officer and President

[SEAL]

Dated: April 17, 1995

Attest:

/s/ Michael Taber

Michael Taber, Secretary

EXERCISE FORM

Dated: _____, 199_

The undersigned hereby irrevocably elects to exercise the right to purchase ----- shares of Common Stock covered by this Warrant according to the conditions hereof and herewith makes payment of the Purchase Price for such shares in full.

Signature [Print Name]

(STREET ADDRESS)

(CITY) (STATE) (ZIP CODE)

ASSIGNMENT FORM

FOR VALUE RECEIVED, -----

hereby sells, assigns and transfer unto

Name -----

(Please typewrite or print in bold letters)

Address ----- the right to purchase Common Stock represented by this Warrant to the extent of

- ----- shares as to which such right is exercisable and does hereby irrevocably constitute and appoint ----- Attorney, to transfer the same on the books of the Company with full power of substitution in the premises.

Date -----, 199---

Signature

[PRINT NAME

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT BE SOLD OR OTHERWISE TRANSFERRED UNLESS THEY ARE REGISTERED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

1,500 Warrants

Void after 5:00 p.m. New York time on April 16, 2000

WARRANT TO PURCHASE COMMON STOCK

OF

DEL ELECTRONICS CORP.

This warrant certificate ("Warrant Certificate") certifies that for value received, J. Shaine Gross, SS# 408-21-8353, residing at 255 West 90th Street, Apt. #12D, New York, New York 10024 (the "Warrant Holder") is the owner of the number of warrants ("Warrants") specified above, each of which entitles the holder thereof to purchase, at any time on or before the Expiration Date, as hereinafter defined, one fully paid and non-assessable share ("Share") of Common Stock, par value \$.10 per share ("Common Stock"), of Del Electronics Corp. (the "Company"), a New York corporation, at a purchase price of FIVE DOLLARS AND FIFTY CENTS (\$5.50) per share in lawful money of the United States of America in cash or by check or a combination of cash and check, subject to adjustment as hereinafter provided.

1. Warrant; Exercise Price; Payout Amount.

1.1. Each Warrant shall entitle the Warrant Holder the right to purchase one Share of Common Stock of the Company (individually, a "Warrant Share"; severally, the "Warrant Shares").

1.2. The purchase price payable upon exercise of each Warrant ("Exercise Price") shall be FIVE DOLLARS AND FIFTY CENTS (\$5.50), subject to adjustment as hereinafter provided. The Exercise Price and number of Warrants evidenced by each Warrant Certificate are subject to adjustment as provided in Section 7 hereof.

2. Exercise of Warrant; Expiration Date.

2.1. This Warrant Certificate is exercisable, in whole or from time to time in part, at the option of the Warrant Holder, at any time after the date of issuance and on or before the Expiration Date, upon surrender of this Warrant Certificate to the Company together with a duly completed exercise form and payment of the Exercise Price. In the case of exercise of less than all the Warrants represented by this Warrant Certificate, the Company shall cancel the Warrant Certificate upon the surrender thereof and shall execute and deliver a new Warrant Certificate for the balance of such Warrants.

2.2. The term "Expiration Date" shall mean 5:00 p.m. New York time on April 16, 2000, or if such date shall in the State of New York be a holiday or a day on which banks are authorized to close, then 5:00 p.m. New York time the next following day which in the State of New York is not a holiday or a day on which banks are authorized to close, or in the event of any merger, consolidation, or sale of all or substantially all the assets of the Company as an entirety resulting in any distribution to the Company's stockholders prior to the Expiration Date, the Warrant Holder shall have the right to exercise this Warrant commencing at such time through the Expiration Date into the kind and amount of shares of stock and other securities and property (including cash) receivable by a holder of the number of shares of Common Stock into which this Warrant might have been exercisable immediately prior thereto.

3. Registration and Transfer on Company Books.

3.1. The Company shall maintain books and records for the registration and transfer of Warrant Certificates.

3.2. Prior to due presentment for registration of transfer of this Warrant Certificate, the Company may deem and treat the registered holder as the absolute owner thereof.

3.3. The Company shall register upon its books any transfer of a Warrant Certificate upon surrender of same to the Company accompanied by a written instrument of transfer duly executed by the registered holder. Upon any such registration of transfer, new Warrant Certificate(s) shall be issued to the transferee(s) and the surrendered Warrant Certificate shall be cancelled by the Company. A Warrant Certificate may also be exchanged, at the option of the holder, for new Warrant Certificates representing in the aggregate the number of Warrants evidenced by the Warrant Certificate surrendered.

4. Reservation of Shares. The Company covenants that it will at all times reserve and keep available out of its authorized Common Stock, solely for the purpose of issuance upon exercise of the Warrants, such number of shares of Common Stock as shall then be issuable upon the exercise of all outstanding Warrants. The Company covenants that all shares of Common Stock which shall be

issuable upon exercise of the Warrants shall be duly and validly issued and fully paid and non-assessable and free from all taxes, liens and charges with respect to the issuance thereof, and that upon issuance such shares shall be listed on each national securities exchange, if any, on which the other shares of outstanding Common Stock of the Company are then listed.

5. Exchange, Transfer, Assignment, Loss or Mutilation of Warrant Certificate. This Warrant Certificate is exchangeable, without expense, at the option of the Warrant Holder, upon presentation and surrender hereof to the Company or at the office of its stock transfer agent, if any, for other Warrants of different denominations entitling the holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. This Warrant Certificate may be transferred or assigned by the Warrant Holder upon surrender of this Warrant Certificate to the Company at its principal office or at the office of its transfer agent, if any, with the Assignment Form annexed hereto duly executed and funds sufficient to pay any transfer tax. Upon such surrender the Company shall, without charge, execute and deliver a new Warrant Certificate in the name of the assignee named in such instrument of assignment and this Warrant Certificate shall be promptly cancelled. This Warrant may be divided or combined with other warrants which carry the same rights upon presentation hereof at the principal office of the Company or at the office of its stock transfer agent, if any, together with a written notice specifying the names and denominations in which new Warrants are to be issued and signed by the Warrant Holder hereof. The term "Warrant Certificate" as used herein includes any Warrant Certificates into which this Warrant Certificate may be divided or exchanged. Upon receipt by the Company of reasonable evidence of the ownership of and the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, of indemnity reasonably satisfactory to the Company, or, in the case of mutilation, upon surrender and cancellation of the mutilated Warrant Certificate, the Company shall execute and deliver in lieu thereof a new Warrant Certificate of like tenor and date representing an equal number of Warrants.

6. Rights of the Holder. The Warrant Holder shall not, by virtue hereof, be entitled to any voting or other rights of a stockholder in the Company, either at law or equity, and the rights of the Warrant Holder are limited to those expressed in the Warrant Certificate and are not enforceable against the Company except to the extent set forth herein.

7. Adjustment of Exercise Price and Number of Shares Deliverable. The Exercise Price and the number of shares of Common Stock purchasable pursuant to each Warrant shall be subject to adjustment from time to time as hereinafter set forth in this Section 7:

(a) In case the Company shall (i) declare a dividend or make a distribution on its outstanding shares of Common Stock in shares of Common Stock, (ii) subdivide or reclassify its outstanding shares of Common Stock into a greater number of

shares, or (iii) combine or reclassify its outstanding shares of Common Stock into a smaller number of shares, the Exercise Price in effect at the time of the record date for such dividend or distribution or of the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price by a fraction, the denominator of which shall be the number of shares of Common Stock outstanding after giving effect to such action, and the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such action. Such adjustment shall be made successively whenever any event listed above shall occur.

(b) Whenever the Exercise Price payable upon exercise of each Warrant is adjusted pursuant to Subsection (a) above, the number of Shares purchasable upon exercise of this Warrant shall simultaneously be adjusted by multiplying the number of Shares initially issuable upon exercise of this Warrant by the Exercise Price in effect on the date hereof and dividing the product so obtained by the Exercise Price, as adjusted.

(c) Notwithstanding the provisions of Subsections (a) and

(b) of this Section 7, no adjustment in the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least five cents (\$0.05) in such price; provided, however, that any adjustments which by reason of this Subsection

(c) are not required to be made shall be carried forward and taken into account in any subsequent adjustment required to be made hereunder. All calculations under this Section 7 shall be made to the nearest cent or to the nearest one-hundredth of a share, as the case may be. Anything in this Section 7 to the contrary notwithstanding, the Company shall be entitled, but shall not be required, to make such changes in the Exercise Price, in addition to those required by this Section 7, as it shall determine, in its sole discretion, to be advisable in order that any dividend or distribution in shares of Common Stock, or any subdivision, reclassification or combination of Common Stock hereafter made by the Company, shall not result in any Federal income tax liability to the holders of Common Stock or securities convertible into Common Stock (including Warrants).

(d) Whenever the Exercise Price is adjusted as herein provided, the Company shall promptly cause a notice setting forth the adjusted Exercise Price and adjusted number of Shares issuable upon exercise of each Warrant, and if requested by the

Warrant Holder, information describing the transactions giving rise to such adjustments, to be mailed to the Warrant Holders at their last addresses appearing in the books and records of the Company, and shall cause a certified copy thereof to be mailed to its transfer agent, if any. The Company may retain a firm of independent certified public accountants selected by the Board of Directors (who may be the regular accountants employed by the Company) to make any computation required by this Section 7, and a certificate signed by such firm shall be conclusive evidence of the correctness of such adjustment.

(e) In the event that at any time, as a result of an adjustment made pursuant to Subsection (a) above, the Warrant Holder of this Warrant thereafter shall become entitled to receive any shares of the Company, other than Common Stock, thereafter the number of such other shares so receivable upon exercise of this Warrant shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in Subsections (a) to (c), inclusive above.

(f) Irrespective of any adjustments in the Exercise Price or the number or kind of shares purchasable upon exercise of this Warrant, Warrants theretofore or thereafter issued may continue to express the same price and number and kind of shares as are stated in the similar Warrants initially issuable pursuant to this Warrant Certificate.

8. Fractional Shares. No certificate for fractional Shares shall be issued upon the exercise of the Warrants. With respect to any fraction of a Share called for upon any exercise hereof, the Company shall pay to the Warrant Holder an amount in cash equal to such fraction calculated to the nearest cent multiplied by the current market value of a Share, determined as follows:

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on the NASDAQ system, the current market value of a Share shall be the last reported sale price per Share of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing bid and asked prices per Share for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges, the current market value of a Share

shall be the mean of the last reported bid and asked prices per Share reported by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the current market value of a Share shall be an amount, not less than book value thereof, as at the end of the most recent fiscal year of the Company ending prior to the date of the exercise of the Warrant, determined in such reasonable manner as may be prescribed by the Board of Directors of the Company.

9. Officer's Certificate. Whenever the Exercise Price shall be adjusted as required by the provisions of Section 7 hereof, the Company shall forthwith file in the custody of its Secretary or Assistant Secretary at its principal office and with its stock transfer agent, if any, an officer's certificate showing the adjusted Exercise Price as herein provided setting forth in reasonable detail the facts requiring such adjustment, including a statement of the number of additional shares of Common Stock, if any, and such other facts as shall be necessary to show the reason for and the manner of computing such adjustment. Each such officer's certificate shall be made available at all reasonable times for inspection by the holder or any holder of a Warrant executed and delivered pursuant to Section 2, and the Company shall, forthwith after each such adjustment, mail a copy by certified mail of such certificate to the Warrant Holder or any such holder.

10. Notices to Warrant Holders. So long as this Warrant shall be outstanding, (i) if the Company shall pay any dividend or make any distribution upon the Common Stock; or (ii) if the Company shall offer to the holders of Common Stock for subscription or purchase by them any shares of any class or any other rights; or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation, sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be mailed by certified mail to the Warrant Holder, at least fifteen days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any, which is to be fixed, as of which the holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

11. Reclassification, Reorganization or Merger. In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the

Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety, the Company shall, as a condition precedent to such transaction, cause effective provisions to be made so that the Warrant Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to purchase the kind and amount of shares of stock and other securities and property receivable upon such reclassification, capital reorganization and other change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant immediately prior to such reclassification, change, consolidation, merger, sale or conveyance. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 11 shall similarly apply to successive reclassifications, capital reorganizations and changes of shares of Common Stock and to successive consolidations, mergers, sales or conveyances. In the event that in connection with any such capital reorganization or reclassification, consolidation, merger, sale or conveyance, additional shares of Common Stock shall be issued in exchange, conversion, substitution or payment, in whole or in part, for a security of the Company other than Common Stock, any such issue shall be treated as an issue of Common Stock covered by the provisions of Subsection (a) of Section 7 hereof.

12. Voluntary Adjustment by the Company. The Company may, at its option, at any time during the term of the Warrants, reduce the then current Exercise Price to any amount deemed appropriate by the Board of Directors of the Company and/or extend the date of the expiration of the Warrants.

13. Registration Under the Securities Act of 1933.

The Warrant Holder shall be entitled to the following registration rights.

(a) Demand Rights. The Company covenants and agrees with the Warrant Holder that, during the one (1) year commencing on the date hereof, within forty-five (45) days after receipt of a written request from the Warrant Holder, or a majority of holders if there is more than one holder, that he desires and intends to transfer all or a portion of his Shares under such circumstances that a public offering, within the meaning of the Securities Act of 1933, as amended (the "Act"), will be involved, the Company shall file with the Securities and Exchange Commission (the "Commission") with all deliberate speed a Registration Statement

on Form S-3 (or any shortform successor thereto), or if not eligible for the use of Form S-3, any other Form, covering all such securities and use its best efforts to cause such Registration Statement with respect to such securities to become effective under the Act. The Company shall not be required to comply with more than one request for registration pursuant to this Section 13(a). The Company need not comply with any request for registration pursuant to this Section 13(a) if at such time the Company would be required to use, in connection with the filing of the Registration Statement, pursuant to the requirements of the Act and the rules and regulations of the commission thereunder, audited financial statements as of a date other than the end of a fiscal year of the Company. If the Company includes Shares to be sold by it in any registration requested pursuant to this Section 13(a), such registration shall be deemed to have been a registration under Section 13(b).

(b) Piggyback Rights. If at any time after the date hereof, the Company shall propose to file a registration statement ("Registration Statement") under the Act (other than a reorganization or an offering pursuant to a stock option or other employee benefit plan or an offering on Form S-4 or S-5 (or any successor forms thereto) relating to an acquisition of another corporation), then, during the period commencing on the date hereof and terminating on the Expiration Date, and subject to Subsection (3) of this Section 13(b), the Company shall in each case deliver written notice thereof to the Holder of this Warrant or of the Warrant Shares and/or any then holder of Warrants or Warrant Shares (such persons being collectively referred to herein as "holders") at least 15 days before the anticipated filing date. Such notice shall offer to each holder the option to include Warrant Shares in such Registration Statement, subject to the conditions set forth in this Section 13(b); provided, however, that the Company shall be under no obligation to register Warrant Shares of any holder if in the opinion of counsel to such holder no registration under the Act is required with respect to a public disposition of such Warrant Shares.

(1) Should a holder desire to have any Warrant Shares registered under this Section 13(b), such holder shall so advise in writing no later than 15 days after the date of receipt by the holder of the Company's written notice, setting forth the number of such Warrant Shares for which registration is requested. Subject to Subsection (3) of this Section 13(b), the Company shall thereupon include in such Registration Statement such Warrant Shares.

(2) Neither the giving of notice by the Company nor any request by any holders to register Warrant Shares pursuant to this Section 13(b) shall in any way obligate the Company to file any such Registration Statement, and notwithstanding the filing of such Registration Statement, the Company may, at any time prior to the effective date thereof, determine not to offer the securities to which such registration relates and/or withdraw the Registration Statement from the Commission, without liability of the Company to any holders.

(3) If the securities covered by such Registration Statement are to be sold by underwriters in an underwritten public offering (including, without limitation, a so-called "best efforts" undertaking by an underwriter), the Company shall use its best efforts to cause the managing underwriter, if any, of a proposed offering to grant a request by a holder that Warrant Shares be included in the proposed offering on terms and conditions which are customary industry practice for such underwriter under the existing circumstance, provided that any Warrant Shares to be sold by holders pursuant to this Section

13(b), shall be sold or distributed in a manner identical to the manner in which the securities which are the subject of such Registration Statement are to be sold or distributed. Notwithstanding the foregoing, if any such managing underwriter shall advise the Company in writing that, in good faith and in its reasonable opinion, the distribution of Warrant Shares requested to be included in the Registration Statement concurrently with the securities being registered by the Company would adversely affect the distribution of such securities by such underwriters, the Company shall give notice of such determination to the holders requesting registration, and the number of Warrant Shares proposed to be offered by the holders and any other persons other than the Company shall be reduced pro rata (as specified by the Company in such notice) to aggregate a quantity of Warrant Shares (so specified) which said managing underwriter shall not consider excessive.

(4) The rights of holders to have their Warrant Shares be included in any Registration Statement pursuant to the provisions of Section 13(b) of this Warrant Certificate, shall be subject to the condition that the holders requesting registration shall furnish to the Company in writing such information and documents as may be reasonably required to properly prepare and file such Registration Statement in accordance with applicable provisions of the Act.

(5) The Company shall bear the entire cost and expense of any registration of securities initiated by it notwithstanding that Warrant Shares may be included in any such registration. Any holder whose Warrant Shares are included in any such registration statement pursuant to this Section 13(b) shall, however, bear the fees of his own counsel and any registration fees, transfer taxes or underwriting discounts or commissions applicable to the Warrant Shares sold by him pursuant thereto.

(c) Indemnification. (i) The Company shall indemnify and hold harmless each such holder and each underwriter, within the meaning of the Act, who may purchase from or sell for any such holder any Warrant Shares (collectively, "Indemnified Persons") from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any post-effective amendment thereto or any registration statement under the Act or any prospectus included therein required to be filed or furnished by reason of this

Section 13 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 such untrue statement or alleged untrue statement or omission or alleged omission based upon information furnished or required to be furnished in writing to the Company by such holder or underwriter expressly for use therein, which indemnification shall include each person, if any, who controls any such underwriter within the meaning of such Act; provided, however, that the Company shall not be obliged so to indemnify any such holder, underwriter or controlling person unless such holder, underwriter or controlling person shall at the same time indemnify the Company, its directors, each officer signing the related registration statement and each person, if any, who controls the Company within the meaning of such Act, from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in any registration statement or any prospectus required to be filed or furnished by reason of this

Section 13 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, insofar as such losses, claims, damages or liabilities are caused by any untrue statement or alleged untrue statement or omission or alleged omission based upon information furnished or required to be furnished in writing to the Company by any such holder,

underwriter or controlling person expressly for use therein.

(ii) The holders registering Warrant Shares pursuant to this Warrant Certificate shall indemnify and hold harmless the Company, its directors and officers, and each person, if any who controls the Company within the meaning of either Section 15 of the Act or Section 20 of the Securities Exchange Act of 1934, as amended ("Exchange Act"), to the same extent as the indemnity from the Company to each Indemnified Person set forth in paragraph (i) of this Subsection (c), but only with respect to information relating to such Indemnified Person furnished in writing by such Indemnified Person to the Company expressly for use in the Registration Statement or related Prospectus (preliminary or final), or any amendment or supplement thereto. In case any action or proceeding shall be brought against the Company or its directors or officers or any such controlling person, in respect of which indemnity may be sought against a holder, each shall have the rights and duties given to the Company and the Company or its directors or its officers or its controlling persons each shall have the rights and duties given to a holder by Subsection (c).

(iii) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 13(c) is due in accordance with its terms but is, for any reason, held by a court to be unavailable, the Company and the holders shall contribute to the aggregate losses, claims, damages and liabilities (including reasonable legal or other expenses incurred in connection with investigation or defending of same) to which the Company and the holders may be subject based on their comparative fault; provided, however, that no holder shall have any liability hereunder in excess of the gross proceeds realized by such holder from the sale by it of the Warrant Shares to which the third party claim relates; provided, further, however, that no person who has committed an intentional misrepresentation shall be entitled to contribution from any person who has not committed an intentional misrepresentation. For the purposes of this paragraph (iii) any person controlling, controlled by or under common control with the holders, or any partner, director, officer, employee, representative or agent of any thereof, shall have the same rights to contribution as the holders, and each person who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, each officer and each director of the Company shall have the same rights to contribution as the Company. Any party entitled to

contribution shall, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against the other party under this paragraph (iii), notify such party from whom contribution may be sought, but the omission to so notify such party shall not relieve the party from which contribution may be sought from any obligation it or they may have hereunder or otherwise.

The Company's agreements with respect to Warrant Shares in this Section 13 shall continue in effect regardless of the exercise and surrender of this Warrant.

14. Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be duly executed by its officers thereunto duly authorized and its corporate seal to be affixed herein.

DEL ELECTRONICS CORP.

By: /s/ Leonard A. Trugman

Name: Leonard A. Trugman

Title: Chairman, Chief Executive
Officer and President

[SEAL]

Dated: April 17, 1995

Attest:

/s/ Michael Taber

Michael Taber, Secretary

EXERCISE FORM

Dated: _____, 199_

The undersigned hereby irrevocably elects to exercise the right to purchase ----- shares of Common Stock covered by this Warrant according to the conditions hereof and herewith makes payment of the Purchase Price for such shares in full.

Signature [Print Name]

(STREET ADDRESS)

(CITY) (STATE) (ZIP CODE)

ASSIGNMENT FORM

FOR VALUE RECEIVED, -----

hereby sells, assigns and transfer unto

Name -----

(Please typewrite or print in bold letters)

Address ----- the right to purchase Common Stock represented by this Warrant to the extent of

- ----- shares as to which such right is exercisable and does hereby irrevocably constitute and appoint ----- Attorney, to transfer the same on the books of the Company with full power of substitution in the premises.

Date -----, 199---

Signature

[PRINT NAME

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT BE SOLD OR OTHERWISE TRANSFERRED UNLESS THEY ARE REGISTERED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

1,000 Warrants

Void after 5:00 p.m. New York time on April 16, 2000

WARRANT TO PURCHASE COMMON STOCK

OF

DEL ELECTRONICS CORP.

This warrant certificate ("Warrant Certificate") certifies that for value received, Rebecca L. Miller, SS# 076-52-1083, residing at 354 West 121st Street, New York, New York 10027 (the "Warrant Holder") is the owner of the number of warrants ("Warrants") specified above, each of which entitles the holder thereof to purchase, at any time on or before the Expiration Date, as hereinafter defined, one fully paid and non-assessable share ("Share") of Common Stock, par value \$.10 per share ("Common Stock"), of Del Electronics Corp. (the "Company"), a New York corporation, at a purchase price of FIVE DOLLARS AND FIFTY CENTS (\$5.50) per share in lawful money of the United States of America in cash or by check or a combination of cash and check, subject to adjustment as hereinafter provided.

1. Warrant; Exercise Price; Payout Amount.

1.1. Each Warrant shall entitle the Warrant Holder the right to purchase one Share of Common Stock of the Company (individually, a "Warrant Share"; severally, the "Warrant Shares").

1.2. The purchase price payable upon exercise of each Warrant ("Exercise Price") shall be FIVE DOLLARS AND FIFTY CENTS (\$5.50), subject to adjustment as hereinafter provided. The Exercise Price and number of Warrants evidenced by each Warrant Certificate are subject to adjustment as provided in Section 7 hereof.

2. Exercise of Warrant; Expiration Date.

2.1. This Warrant Certificate is exercisable, in whole or from time to time in part, at the option of the Warrant Holder, at any time after the date of issuance and on or before the Expiration Date, upon surrender of this Warrant Certificate to the Company together with a duly completed exercise form and payment of the Exercise Price. In the case of exercise of less than all the Warrants represented by this Warrant Certificate, the Company shall cancel the Warrant Certificate upon the surrender thereof and shall execute and deliver a new Warrant Certificate for the balance of such Warrants.

2.2. The term "Expiration Date" shall mean 5:00 p.m. New York time on April 16, 2000, or if such date shall in the State of New York be a holiday or a day on which banks are authorized to close, then 5:00 p.m. New York time the next following day which in the State of New York is not a holiday or a day on which banks are authorized to close, or in the event of any merger, consolidation, or sale of all or substantially all the assets of the Company as an entirety resulting in any distribution to the Company's stockholders prior to the Expiration Date, the Warrant Holder shall have the right to exercise this Warrant commencing at such time through the Expiration Date into the kind and amount of shares of stock and other securities and property (including cash) receivable by a holder of the number of shares of Common Stock into which this Warrant might have been exercisable immediately prior thereto.

3. Registration and Transfer on Company Books.

3.1. The Company shall maintain books and records for the registration and transfer of Warrant Certificates.

3.2. Prior to due presentment for registration of transfer of this Warrant Certificate, the Company may deem and treat the registered holder as the absolute owner thereof.

3.3. The Company shall register upon its books any transfer of a Warrant Certificate upon surrender of same to the Company accompanied by a written instrument of transfer duly executed by the registered holder. Upon any such registration of transfer, new Warrant Certificate(s) shall be issued to the transferee(s) and the surrendered Warrant Certificate shall be cancelled by the Company. A Warrant Certificate may also be exchanged, at the option of the holder, for new Warrant Certificates representing in the aggregate the number of Warrants evidenced by the Warrant Certificate surrendered.

4. Reservation of Shares. The Company covenants that it will at all times reserve and keep available out of its authorized Common Stock, solely for the purpose of issuance upon exercise of the Warrants, such number of shares of Common Stock as shall then be issuable upon the exercise of all outstanding Warrants. The Company covenants that all shares of Common Stock which shall be

issuable upon exercise of the Warrants shall be duly and validly issued and fully paid and non-assessable and free from all taxes, liens and charges with respect to the issuance thereof, and that upon issuance such shares shall be listed on each national securities exchange, if any, on which the other shares of outstanding Common Stock of the Company are then listed.

5. Exchange, Transfer, Assignment, Loss or Mutilation of Warrant Certificate. This Warrant Certificate is exchangeable, without expense, at the option of the Warrant Holder, upon presentation and surrender hereof to the Company or at the office of its stock transfer agent, if any, for other Warrants of different denominations entitling the holder thereof to purchase in the aggregate the same number of shares of Common Stock purchasable hereunder. This Warrant Certificate may be transferred or assigned by the Warrant Holder upon surrender of this Warrant Certificate to the Company at its principal office or at the office of its transfer agent, if any, with the Assignment Form annexed hereto duly executed and funds sufficient to pay any transfer tax. Upon such surrender the Company shall, without charge, execute and deliver a new Warrant Certificate in the name of the assignee named in such instrument of assignment and this Warrant Certificate shall be promptly cancelled. This Warrant may be divided or combined with other warrants which carry the same rights upon presentation hereof at the principal office of the Company or at the office of its stock transfer agent, if any, together with a written notice specifying the names and denominations in which new Warrants are to be issued and signed by the Warrant Holder hereof. The term "Warrant Certificate" as used herein includes any Warrant Certificates into which this Warrant Certificate may be divided or exchanged. Upon receipt by the Company of reasonable evidence of the ownership of and the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, of indemnity reasonably satisfactory to the Company, or, in the case of mutilation, upon surrender and cancellation of the mutilated Warrant Certificate, the Company shall execute and deliver in lieu thereof a new Warrant Certificate of like tenor and date representing an equal number of Warrants.

6. Rights of the Holder. The Warrant Holder shall not, by virtue hereof, be entitled to any voting or other rights of a stockholder in the Company, either at law or equity, and the rights of the Warrant Holder are limited to those expressed in the Warrant Certificate and are not enforceable against the Company except to the extent set forth herein.

7. Adjustment of Exercise Price and Number of Shares Deliverable. The Exercise Price and the number of shares of Common Stock purchasable pursuant to each Warrant shall be subject to adjustment from time to time as hereinafter set forth in this Section 7:

(a) In case the Company shall (i) declare a dividend or make a distribution on its outstanding shares of Common Stock in shares of Common Stock, (ii) subdivide or reclassify its outstanding shares of Common Stock into a greater number of

shares, or (iii) combine or reclassify its outstanding shares of Common Stock into a smaller number of shares, the Exercise Price in effect at the time of the record date for such dividend or distribution or of the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price by a fraction, the denominator of which shall be the number of shares of Common Stock outstanding after giving effect to such action, and the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such action. Such adjustment shall be made successively whenever any event listed above shall occur.

(b) Whenever the Exercise Price payable upon exercise of each Warrant is adjusted pursuant to Subsection (a) above, the number of Shares purchasable upon exercise of this Warrant shall simultaneously be adjusted by multiplying the number of Shares initially issuable upon exercise of this Warrant by the Exercise Price in effect on the date hereof and dividing the product so obtained by the Exercise Price, as adjusted.

(c) Notwithstanding the provisions of Subsections (a) and

(b) of this Section 7, no adjustment in the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least five cents (\$0.05) in such price; provided, however, that any adjustments which by reason of this Subsection

(c) are not required to be made shall be carried forward and taken into account in any subsequent adjustment required to be made hereunder. All calculations under this Section 7 shall be made to the nearest cent or to the nearest one-hundredth of a share, as the case may be. Anything in this Section 7 to the contrary notwithstanding, the Company shall be entitled, but shall not be required, to make such changes in the Exercise Price, in addition to those required by this Section 7, as it shall determine, in its sole discretion, to be advisable in order that any dividend or distribution in shares of Common Stock, or any subdivision, reclassification or combination of Common Stock hereafter made by the Company, shall not result in any Federal income tax liability to the holders of Common Stock or securities convertible into Common Stock (including Warrants).

(d) Whenever the Exercise Price is adjusted as herein provided, the Company shall promptly cause a notice setting forth the adjusted Exercise Price and adjusted number of Shares issuable upon exercise of each Warrant, and if requested by the

Warrant Holder, information describing the transactions giving rise to such adjustments, to be mailed to the Warrant Holders at their last addresses appearing in the books and records of the Company, and shall cause a certified copy thereof to be mailed to its transfer agent, if any. The Company may retain a firm of independent certified public accountants selected by the Board of Directors (who may be the regular accountants employed by the Company) to make any computation required by this Section 7, and a certificate signed by such firm shall be conclusive evidence of the correctness of such adjustment.

(e) In the event that at any time, as a result of an adjustment made pursuant to Subsection (a) above, the Warrant Holder of this Warrant thereafter shall become entitled to receive any shares of the Company, other than Common Stock, thereafter the number of such other shares so receivable upon exercise of this Warrant shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in Subsections (a) to (c), inclusive above.

(f) Irrespective of any adjustments in the Exercise Price or the number or kind of shares purchasable upon exercise of this Warrant, Warrants theretofore or thereafter issued may continue to express the same price and number and kind of shares as are stated in the similar Warrants initially issuable pursuant to this Warrant Certificate.

8. Fractional Shares. No certificate for fractional Shares shall be issued upon the exercise of the Warrants. With respect to any fraction of a Share called for upon any exercise hereof, the Company shall pay to the Warrant Holder an amount in cash equal to such fraction calculated to the nearest cent multiplied by the current market value of a Share, determined as follows:

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on the NASDAQ system, the current market value of a Share shall be the last reported sale price per Share of the Common Stock on such exchange or system on the last business day prior to the date of exercise of this Warrant or if no such sale is made on such day, the average of the closing bid and asked prices per Share for such day on such exchange or system; or

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges, the current market value of a Share

shall be the mean of the last reported bid and asked prices per Share reported by the National Quotation Bureau, Inc. on the last business day prior to the date of the exercise of this Warrant; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the current market value of a Share shall be an amount, not less than book value thereof, as at the end of the most recent fiscal year of the Company ending prior to the date of the exercise of the Warrant, determined in such reasonable manner as may be prescribed by the Board of Directors of the Company.

9. Officer's Certificate. Whenever the Exercise Price shall be adjusted as required by the provisions of Section 7 hereof, the Company shall forthwith file in the custody of its Secretary or Assistant Secretary at its principal office and with its stock transfer agent, if any, an officer's certificate showing the adjusted Exercise Price as herein provided setting forth in reasonable detail the facts requiring such adjustment, including a statement of the number of additional shares of Common Stock, if any, and such other facts as shall be necessary to show the reason for and the manner of computing such adjustment. Each such officer's certificate shall be made available at all reasonable times for inspection by the holder or any holder of a Warrant executed and delivered pursuant to Section 2, and the Company shall, forthwith after each such adjustment, mail a copy by certified mail of such certificate to the Warrant Holder or any such holder.

10. Notices to Warrant Holders. So long as this Warrant shall be outstanding, (i) if the Company shall pay any dividend or make any distribution upon the Common Stock; or (ii) if the Company shall offer to the holders of Common Stock for subscription or purchase by them any shares of any class or any other rights; or (iii) if any capital reorganization of the Company, reclassification of the capital stock of the Company, consolidation or merger of the Company with or into another corporation, sale, lease or transfer of all or substantially all of the property and assets of the Company to another corporation, or voluntary or involuntary dissolution, liquidation or winding up of the Company shall be effected, then in any such case, the Company shall cause to be mailed by certified mail to the Warrant Holder, at least fifteen days prior to the date specified in (x) or (y) below, as the case may be, a notice containing a brief description of the proposed action and stating the date on which (x) a record is to be taken for the purpose of such dividend, distribution or rights, or (y) such reclassification, reorganization, consolidation, merger, conveyance, lease, dissolution, liquidation or winding up is to take place and the date, if any, which is to be fixed, as of which the holders of Common Stock or other securities shall receive cash or other property deliverable upon such reclassification, reorganization, consolidation, merger, conveyance, dissolution, liquidation or winding up.

11. Reclassification, Reorganization or Merger. In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company, or in case of any consolidation or merger of the

Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety, the Company shall, as a condition precedent to such transaction, cause effective provisions to be made so that the Warrant Holder shall have the right thereafter by exercising this Warrant at any time prior to the expiration of the Warrant, to purchase the kind and amount of shares of stock and other securities and property receivable upon such reclassification, capital reorganization and other change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock which might have been purchased upon exercise of this Warrant immediately prior to such reclassification, change, consolidation, merger, sale or conveyance. Any such provision shall include provision for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 11 shall similarly apply to successive reclassifications, capital reorganizations and changes of shares of Common Stock and to successive consolidations, mergers, sales or conveyances. In the event that in connection with any such capital reorganization or reclassification, consolidation, merger, sale or conveyance, additional shares of Common Stock shall be issued in exchange, conversion, substitution or payment, in whole or in part, for a security of the Company other than Common Stock, any such issue shall be treated as an issue of Common Stock covered by the provisions of Subsection (a) of Section 7 hereof.

12. Voluntary Adjustment by the Company. The Company may, at its option, at any time during the term of the Warrants, reduce the then current Exercise Price to any amount deemed appropriate by the Board of Directors of the Company and/or extend the date of the expiration of the Warrants.

13. Registration Under the Securities Act of 1933.

The Warrant Holder shall be entitled to the following registration rights.

(a) Demand Rights. The Company covenants and agrees with the Warrant Holder that, during the one (1) year commencing on the date hereof, within forty-five (45) days after receipt of a written request from the Warrant Holder, or a majority of holders if there is more than one holder, that he desires and intends to transfer all or a portion of his Shares under such circumstances that a public offering, within the meaning of the Securities Act of 1933, as amended (the "Act"), will be involved, the Company shall file with the Securities and Exchange Commission (the "Commission") with all deliberate speed a Registration Statement

on Form S-3 (or any shortform successor thereto), or if not eligible for the use of Form S-3, any other Form, covering all such securities and use its best efforts to cause such Registration Statement with respect to such securities to become effective under the Act. The Company shall not be required to comply with more than one request for registration pursuant to this Section 13(a). The Company need not comply with any request for registration pursuant to this Section 13(a) if at such time the Company would be required to use, in connection with the filing of the Registration Statement, pursuant to the requirements of the Act and the rules and regulations of the commission thereunder, audited financial statements as of a date other than the end of a fiscal year of the Company. If the Company includes Shares to be sold by it in any registration requested pursuant to this Section 13(a), such registration shall be deemed to have been a registration under Section 13(b).

(b) Piggyback Rights. If at any time after the date hereof, the Company shall propose to file a registration statement ("Registration Statement") under the Act (other than a reorganization or an offering pursuant to a stock option or other employee benefit plan or an offering on Form S-4 or S-5 (or any successor forms thereto) relating to an acquisition of another corporation), then, during the period commencing on the date hereof and terminating on the Expiration Date, and subject to Subsection (3) of this Section 13(b), the Company shall in each case deliver written notice thereof to the Holder of this Warrant or of the Warrant Shares and/or any then holder of Warrants or Warrant Shares (such persons being collectively referred to herein as "holders") at least 15 days before the anticipated filing date. Such notice shall offer to each holder the option to include Warrant Shares in such Registration Statement, subject to the conditions set forth in this Section 13(b); provided, however, that the Company shall be under no obligation to register Warrant Shares of any holder if in the opinion of counsel to such holder no registration under the Act is required with respect to a public disposition of such Warrant Shares.

(1) Should a holder desire to have any Warrant Shares registered under this Section 13(b), such holder shall so advise in writing no later than 15 days after the date of receipt by the holder of the Company's written notice, setting forth the number of such Warrant Shares for which registration is requested. Subject to Subsection (3) of this Section 13(b), the Company shall thereupon include in such Registration Statement such Warrant Shares.

(2) Neither the giving of notice by the Company nor any request by any holders to register Warrant Shares pursuant to this Section 13(b) shall in any way obligate the Company to file any such Registration Statement, and notwithstanding the filing of such Registration Statement, the Company may, at any time prior to the effective date thereof, determine not to offer the securities to which such registration relates and/or withdraw the Registration Statement from the Commission, without liability of the Company to any holders.

(3) If the securities covered by such Registration Statement are to be sold by underwriters in an underwritten public offering (including, without limitation, a so-called "best efforts" undertaking by an underwriter), the Company shall use its best efforts to cause the managing underwriter, if any, of a proposed offering to grant a request by a holder that Warrant Shares be included in the proposed offering on terms and conditions which are customary industry practice for such underwriter under the existing circumstance, provided that any Warrant Shares to be sold by holders pursuant to this Section

13(b), shall be sold or distributed in a manner identical to the manner in which the securities which are the subject of such Registration Statement are to be sold or distributed. Notwithstanding the foregoing, if any such managing underwriter shall advise the Company in writing that, in good faith and in its reasonable opinion, the distribution of Warrant Shares requested to be included in the Registration Statement concurrently with the securities being registered by the Company would adversely affect the distribution of such securities by such underwriters, the Company shall give notice of such determination to the holders requesting registration, and the number of Warrant Shares proposed to be offered by the holders and any other persons other than the Company shall be reduced pro rata (as specified by the Company in such notice) to aggregate a quantity of Warrant Shares (so specified) which said managing underwriter shall not consider excessive.

(4) The rights of holders to have their Warrant Shares be included in any Registration Statement pursuant to the provisions of Section 13(b) of this Warrant Certificate, shall be subject to the condition that the holders requesting registration shall furnish to the Company in writing such information and documents as may be reasonably required to properly prepare and file such Registration Statement in accordance with applicable provisions of the Act.

(5) The Company shall bear the entire cost and expense of any registration of securities initiated by it notwithstanding that Warrant Shares may be included in any such registration. Any holder whose Warrant Shares are included in any such registration statement pursuant to this Section 13(b) shall, however, bear the fees of his own counsel and any registration fees, transfer taxes or underwriting discounts or commissions applicable to the Warrant Shares sold by him pursuant thereto.

(c) Indemnification. (i) The Company shall indemnify and hold harmless each such holder and each underwriter, within the meaning of the Act, who may purchase from or sell for any such holder any Warrant Shares (collectively, "Indemnified Persons") from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any post-effective amendment thereto or any registration statement under the Act or any prospectus included therein required to be filed or furnished by reason of this

Section 13 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 such untrue statement or alleged untrue statement or omission or alleged omission based upon information furnished or required to be furnished in writing to the Company by such holder or underwriter expressly for use therein, which indemnification shall include each person, if any, who controls any such underwriter within the meaning of such Act; provided, however, that the Company shall not be obliged so to indemnify any such holder, underwriter or controlling person unless such holder, underwriter or controlling person shall at the same time indemnify the Company, its directors, each officer signing the related registration statement and each person, if any, who controls the Company within the meaning of such Act, from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in any registration statement or any prospectus required to be filed or furnished by reason of this

Section 13 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, insofar as such losses, claims, damages or liabilities are caused by any untrue statement or alleged untrue statement or omission or alleged omission based upon information furnished or required to be furnished in writing to the Company by any such holder,

underwriter or controlling person expressly for use therein.

(ii) The holders registering Warrant Shares pursuant to this Warrant Certificate shall indemnify and hold harmless the Company, its directors and officers, and each person, if any who controls the Company within the meaning of either Section 15 of the Act or Section 20 of the Securities Exchange Act of 1934, as amended ("Exchange Act"), to the same extent as the indemnity from the Company to each Indemnified Person set forth in paragraph (i) of this Subsection (c), but only with respect to information relating to such Indemnified Person furnished in writing by such Indemnified Person to the Company expressly for use in the Registration Statement or related Prospectus (preliminary or final), or any amendment or supplement thereto. In case any action or proceeding shall be brought against the Company or its directors or officers or any such controlling person, in respect of which indemnity may be sought against a holder, each shall have the rights and duties given to the Company and the Company or its directors or its officers or its controlling persons each shall have the rights and duties given to a holder by Subsection (c).

(iii) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 13(c) is due in accordance with its terms but is, for any reason, held by a court to be unavailable, the Company and the holders shall contribute to the aggregate losses, claims, damages and liabilities (including reasonable legal or other expenses incurred in connection with investigation or defending of same) to which the Company and the holders may be subject based on their comparative fault; provided, however, that no holder shall have any liability hereunder in excess of the gross proceeds realized by such holder from the sale by it of the Warrant Shares to which the third party claim relates; provided, further, however, that no person who has committed an intentional misrepresentation shall be entitled to contribution from any person who has not committed an intentional misrepresentation. For the purposes of this paragraph (iii) any person controlling, controlled by or under common control with the holders, or any partner, director, officer, employee, representative or agent of any thereof, shall have the same rights to contribution as the holders, and each person who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, each officer and each director of the Company shall have the same rights to contribution as the Company. Any party entitled to

contribution shall, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against the other party under this paragraph (iii), notify such party from whom contribution may be sought, but the omission to so notify such party shall not relieve the party from which contribution may be sought from any obligation it or they may have hereunder or otherwise.

The Company's agreements with respect to Warrant Shares in this Section 13 shall continue in effect regardless of the exercise and surrender of this Warrant.

14. Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be duly executed by its officers thereunto duly authorized and its corporate seal to be affixed herein.

DEL ELECTRONICS CORP.

By: /s/ Leonard A. Trugman

Name: Leonard A. Trugman

Title: Chairman, Chief Executive
Officer and President

[SEAL]

Dated: April 17, 1995

Attest:

/s/ Michael Taber

Michael Taber, Secretary

EXERCISE FORM

Dated: _____, 199_

The undersigned hereby irrevocably elects to exercise the right to purchase ----- shares of Common Stock covered by this Warrant according to the conditions hereof and herewith makes payment of the Purchase Price for such shares in full.

Signature [Print Name]

(STREET ADDRESS)

(CITY) (STATE) (ZIP CODE)

ASSIGNMENT FORM

FOR VALUE RECEIVED, -----

hereby sells, assigns and transfer unto

Name -----

(Please typewrite or print in bold letters)

Address ----- the right to purchase Common Stock represented by this Warrant to the extent of

- ----- shares as to which such right is exercisable and does hereby irrevocably constitute and appoint ----- Attorney, to transfer the same on the books of the Company with full power of substitution in the premises.

Date -----, 199---

Signature

[PRINT NAME

EXHIBIT 5.1
TASHLIK, KREUTZER & GOLDWYN P.C.
833 Northern Boulevard
Great Neck, New York 11021

July 14, 1995

Securities and Exchange Commission
450 Fifth Avenue, N.W.
Washington, DC 20549

Re: Del Electronics Corp. Dear Sirs:

As counsel for Del Electronics Corp., a New York corporation (the "Corporation"), we are familiar with the Certificate of Incorporation and By-laws of the Corporation and the corporate proceedings taken by the Corporation in connection with the preparation and filing of a Registration Statement on Form S-3 ("Registration Statement") covering a proposed registration and sale by certain holders of 231,655 shares of the Corporation's Common Stock, \$.10 par value ("Shares"), 321,574 warrants ("Warrants") and 321,574 Shares underlying such Warrants ("Warrant Shares").

Based upon the foregoing, we are of the opinion that:

1. The Corporation is a duly organized and validly existing corporation under the laws of the State of New York; and
2. The Shares are duly authorized and legally issued and are fully paid and nonassessable.
3. The Warrant Shares will be duly authorized and legally issued, and when the Warrants are exercised in accordance with their terms, as described in the Registration Statement, the Warrant Shares will be fully paid and non-assessable.

Members of the firm are shareholders and stock option holders of the Company.

We hereby consent to the filing of this opinion as an Exhibit to the aforementioned Registration Statement and to the use of our name under the caption "Legal Matters" in the Registration Statement.

Very truly yours,

Tashlik, Kreutzer & Goldwyn P.C.

EXHIBIT 23.1

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Del Electronics Corp. on Form S-3 of our report dated November 7, 1994, appearing in the Annual Report on Form 10-K of Del Electronics Corp. for the year ended July 30, 1994 and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

DELOITTE & TOUCHE LLP

New York, New York

July 10, 1995

EXHIBIT 23.2

CONSENT OF COUNSEL

The consent of Tashlik, Kreutzer & Goldwyn P.C. is contained in their opinion filed as Exhibit 5.1.

End of Filing

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