

# DGT HOLDINGS CORP.

## FORM S-3

(Securities Registration Statement (simplified form))

Filed 10/15/97

|             |  |
|-------------|--|
| Address     | 100 PINE AIRE DRIVE<br>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  |

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# SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## FORM S-3

REGISTRATION STATEMENT

Under

THE SECURITIES ACT OF 1933

# DEL GLOBAL TECHNOLOGIES CORP.

(Exact name of registrant as specified in its charter)

New York

13-1784308

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

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 Global Technologies 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)

With a copy to:

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

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.

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

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

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

## CALCULATION OF REGISTRATION FEE

| Title of each class<br>of securities<br>to be<br>registered<br>-----     | Amount to<br>be<br>registered<br>----- | Proposed<br>maximum<br>offering price<br>per share (1)<br>----- | Proposed<br>maximum<br>aggregate<br>offering price (1)<br>----- | Amount of<br>registration<br>fee<br>----- |
|--|--|---|---|---|
| Warrants to<br>purchase shares<br>of Common Stock                        | 25,000<br>Warrants                     | \$11.60(2)  | \$290,000   | \$87.87                                   |
| Shares of<br>Common Stock,<br>\$.10 par value,<br>underlying<br>Warrants | 25,000<br>Shares                       | \$11.60   | \$290,000   | \$87.87                                   |
| Shares of<br>Common Stock,<br>\$.10 par value                            | 10,609<br>Shares                       | \$11.60   | \$123,064.40  | \$37.29                                   |
| Total  | 25,000<br>Warrants<br>35,609<br>Shares |   |   | \$213.03                                  |

(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 Nasdaq National Market on October 9, 1997.

(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.

**Prospectus**

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**DEL GLOBAL TECHNOLOGIES CORP.**

**10,609 SHARES**

**OF COMMON STOCK, \$.10 PAR VALUE**

**25,000 WARRANTS**

**25,000 SHARES OF COMMON STOCK UNDERLYING THE WARRANTS**

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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 Global Technologies Corp. (the "Company") issued to Stanley Wunderlich, a Selling Shareholder hereunder, effective December 31, 1996, 25,000 Warrants in connection with a consulting agreement, dated December 31, 1996, between the Company and such Selling Shareholder. Such Warrants expire on December 31, 2001.

The Company issued to Roger Winston, a Selling Shareholder hereunder, effective January 15, 1996, 10,000 Warrants in connection with a consulting agreement, dated January 15, 1996, between the Company and such Selling Shareholder. All of such Warrants were exercised by such Selling Shareholder and the shares issued in connection with such exercise are being registered pursuant to this Registration Statement.

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

The total number of Shares described herein was increased to reflect various stock dividends. The Company will receive the proceeds from the exercise of the Warrants but 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 Nasdaq National Market ("Nasdaq") under the symbol DGTC. On October 9, 1997, the average of the high and low prices at which the Common Stock was quoted on Nasdaq was \$11.60.

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 Nasdaq, 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 \$6,213.03, are being paid by the Company.

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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.

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The date of this Prospectus is \_\_\_\_\_, 1997

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 Commission maintains a Web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the Commission. The address of such Web site is (<http://www.sec.gov>). The Company's securities are listed on the Nasdaq National Market, and reports, proxy statements and other information concerning the Company may be inspected at the offices of Nasdaq at 1735 K Street, N.W., Washington, D.C. 20006-1500.

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 August 3, 1996 heretofore filed by the Company with the Commission (File No. 0- 3319) pursuant to the 1934 Act, the Company's quarterly reports on Form 10-Q for the quarters ended November 2, 1996, February 1, 1997 and May 3, 1997 and the Company's definitive Proxy Statement, dated January 14, 1997, 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 Global Technologies Corp., One Commerce Park, Valhalla, NY 10595, (914) 686-3600, Attention: Michael H. Taber, Secretary.

### **THE COMPANY**

Del Global Technologies Corp. is primarily engaged in the design, manufacture and marketing of medical imaging systems and critical electronic subsystems for medical imaging and diagnostic products. The Company's products are designed to provide cost-effective, high-quality solutions to the needs of its customers. The Company's medical imaging systems include mammography systems, high frequency x-ray generators and x-ray systems (both stationary and portable) sold under both its tradenames and private labels. The Company's critical electronic subsystems are custom engineered to complex customer performance specifications and include high voltage power components, such as power supplies, capacitors, transformers and pulse forming networks. These products are utilized by Original Equipment Manufacturers ("OEMs") for medical imaging and diagnostic products having a broad range of applications such as computerized tomography ("CT"), magnetic resonance imaging ("MRI"), bone densitometry, radiography, blood analysis, medical laser surgery and nuclear medicine. As a result of its record for quality and reliability, the Company has developed close working relationships with its OEM customers. These relationships often result in the Company's selection as the sole source provider of these critical electronic subsystems to OEMS. The Company also designs, manufactures and markets precision power conversion products for non- medical applications and electronic noise suppression systems for telecommunications equipment.

The Company's medical systems and critical electronic subsystems are designed to meet the needs of the healthcare industry to reduce medical imaging and diagnostic costs. The Company focuses its sales, marketing and development efforts primarily on medical imaging systems and critical electronic subsystems priced at under \$100,000 per unit. The Company's medical imaging systems have a list price of approximately \$9,000 to \$70,000 per unit; however, the Company believes that its products offer comparable performance to competing products typically priced higher. The Company's cost-effective medical imaging systems and subsystems also meet the increasing international demand for such products.

The Common Stock was listed on Nasdaq on June 10, 1996 under the symbol **DGTC**.

The Company was organized under the laws of New York in 1954 under the name Del Electronics Corp. 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.....                                    | 10,609 shares of Common Stock,<br>\$.10 par value    |
| Common Stock to be issued and outstanding after exercise of existing Warrants offered by Selling Shareholder..... | 7,482,047 shares of Common<br>Stock, \$.10 par value |

Common Stock to be Outstanding after the Offering. 7,482,047 shares of Common Stock, \$.10 par value

**Nasdaq National Market Symbol.....DGTC**

### **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 October 14, 1997 and as adjusted to reflect the sale of shares of Common Stock offered by this Prospectus. All information with respect to stock ownership has been furnished to the Company by the respective Selling Shareholders.

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 December 31, 1996, between the Company and such Selling Shareholder. Each Warrant entitles the holder to purchase one share of the Company's Common Stock and is exercisable at any time through December 31, 2001. The exercise price of each Warrant was \$8.50 per share, subject to adjustment from time to time pursuant to the anti-dilution provisions set forth in such Warrant.

Mr. Roger J. Winston, a Selling Shareholder, is a consultant to the Company. Such Selling Shareholder was issued 10,000 Warrants in connection with a consulting agreement, dated January 15, 1996, between the Company and such Selling Shareholder. Each Warrant entitled the holder to purchase one share of the Company's Common Stock and was exercisable at any time through January 15, 2001. The exercise price of each Warrant was \$7.25 per share, subject to adjustment from time to time pursuant to the anti-dilution provisions set forth in such Warrant. As a result of two 3% stock dividends, the number of Shares underlying the Warrants was increased to 10,609 and the exercise price was reduced to \$6.83 per share. On May 20, 1997, Mr. Winston exercised such Warrants.

The Company has filed the Registration Statement of which this Prospectus forms a part to comply with the exercise by Stanley Wunderlich of a demand registration right granted to such Selling Shareholder. Mr. Roger Winston has elected to register his shares of Common Stock issued in connection with the exercise of his Warrants through the exercise of certain piggyback registration rights previously granted to such Selling Shareholder.

| Selling Shareholders | Shares Owned<br>Prior to Offering | Shares to<br>be Sold | Shares<br>Underlying<br>Warrants to<br>be Sold | Shares Owned After<br>Offering |         |
|----------------------|-----------------------------------|----------------------|--|--------------------------------|---------|
|                      |                                   |                      |  | Number                         | Percent |
| Stanley Wunderlich   | ---                               | ---                  | 25,000   | ---                            | *       |
| Roger Winston (1)    | 11,154                            | 10,609               | ---  | 545                            | *       |
| TOTAL                | 11,154                            | 10,609               | 25,000   | 545                            | *       |

(1) Amount does not include 545 shares of Common Stock owned by Mr. Winston's wife or 545 shares of Common Stock held in a custodial account, of which Mr. Winston is the custodian, for the benefit of Michael Winston, as to both of which Mr. Winston disclaims beneficial ownership.

\* 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 October 14, 1997.

## **PLAN OF DISTRIBUTION**

The shares may be sold from time to time by the Selling Shareholders in one or more transactions on Nasdaq, 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 20,000,000 shares of Common Stock, par value \$.10 per share, of which 7,457,047 shares are issued and outstanding as of October 9, 1997. 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.

Chase Mellon Shareholder Services, 450 West 33rd Street, New York, New York 10001, 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. Members of Tashlik, Kreutzer & Goldwyn P.C. beneficially own approximately 10,954 shares of the Company's Common Stock and stock options to purchase an aggregate of approximately 35,069 additional shares of Common Stock.

## **EXPERTS**

The consolidated financial statements incorporated in this prospectus by reference from the Company's Annual Report on Form 10-K for the fiscal year ended August 3, 1996 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 GLOBAL TECHNOLOGIES CORP.**  
**10,609 SHARES OF COMMON STOCK**  
**25,000 WARRANTS TO**  
**PURCHASE COMMON STOCK**  
**25,000 SHARES OF COMMON STOCK**  
**UNDERLYING WARRANTS**

**PROSPECTUS**

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\_\_\_\_\_, 1997

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<br>Exchange Commission..... | \$ 213.03  |
| Legal fees and expenses.....                                | 3,000.00   |
| Accounting fees and expenses.....                           | 2,500.00   |
| Blue sky fees and expenses<br>(including counsel fees)..... | -0-        |
| Miscellaneous.....  | 500.00     |
|   | -----      |
| TOTAL.....  | \$6,213.03 |

**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.  |                  |
|-----------------------|--|------------------|
| <u>Exhibit Number</u> | <u>Description of Document</u>   | <u>Footnotes</u> |
| *4.1                  | Warrant Certificate of Stanley Wunderlich  |                  |
| *4.2                  | Warrant Certificate of Roger Winston   |                  |
| 4.3                   | Copy of Del Global Technologies Corp. Amended and Restated Stock Option Plan (the "Plan")          | (1)              |
| 4.4                   | Option Agreement, substantially in the form used in connection with options granted under the Plan | (2)              |
| *5.1                  | Opinion and Consent of Tashlik, Kreutzer & Goldwyn P.C.  |                  |
| *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 Exhibit A to Del Global Technologies Corp. Proxy Statement dated January 26, 1994 and incorporated herein by reference.

(2) Filed as Exhibit 4.8 to Del Global Technologies 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 (i) and (ii) above 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 14th day of October, 1997.

### DEL GLOBAL TECHNOLOGIES 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.

|   |   |                         |
|---|---|-------------------------|
| <i>/s/ Leonard A. Trugman</i><br>-----<br><i>Leonard A. Trugman</i> | <i>Chairman of the Board,<br/>Chief Executive Officer,<br/>President and Director</i> | <i>October 14, 1997</i> |
| <i>/s/ Natan V. Bertman</i><br>-----<br><i>Natan V. Bertman</i>     | <i>Director</i>   | <i>October 14, 1997</i> |
| <i>/s/ David Michael</i><br>-----<br><i>David Michael</i>           | <i>Director</i>   | <i>October 14, 1997</i> |
| <i>/s/ James M. Tiernan</i><br>-----<br><i>James M. Tiernan</i>     | <i>Director</i>   | <i>October 14, 1997</i> |
| <i>/s/ Seymour Rubin</i><br>-----<br><i>Seymour Rubin</i>           | <i>Director</i>   | <i>October 14, 1997</i> |

## EXHIBIT INDEX

| Exhibit<br>Number | Description of Document   | Sequentially<br>Numbered Pages<br>and Footnotes |
|-------------------|---|---|
| * 4.1             | Warrant Certificate of Stanley Wunderlich   | Page 19   |
| * 4.2             | Warrant Certificate of Roger Winston  | Page 33   |
| 4.3               | Copy of Del Global Technologies Corp. Amended<br>and Restated Stock Option Plan (the "Plan")          | Footnote (1)                                    |
| 4.4               | Option Agreement, substantially in the form used<br>in connection with options granted under the Plan | Footnote (2)                                    |
| * 5.1             | Opinion and Consent of Tashlik, Kreutzer & Goldwyn<br>P.C.  | Page 47   |
| *23.1             | Consent of Deloitte & Touche LLP  | Page 48   |
| *23.2             | Consent of Tashlik, Kreutzer & Goldwyn P.C.<br>(contained in Exhibit 5.1)                             |   |

\*Filed herewith

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

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

**EXHIBIT 4.1**

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, 2001

**WARRANT TO PURCHASE COMMON STOCK**

**OF**

**DEL GLOBAL TECHNOLOGIES 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 Global Technologies Corp. (the "Company"), a New York corporation, at a purchase price of EIGHT DOLLARS AND FIFTY CENTS (\$8.50) 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") in the five year period commencing December 31, 1996.

1.2. The purchase price payable upon exercise of each Warrant ("Exercise Price") shall be EIGHT DOLLARS AND FIFTY CENTS (\$8.50), 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, 2001, 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 GLOBAL TECHNOLOGIES CORP.**

By: */s/Leonard A. Trugman*

-----  
Name: *Leonard A. Trugman*  
Title: *Chairman, CEO and President*

[SEAL]

Dated: *December 31, 1996*

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.

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**Signature [Print Name]**

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(STREET ADDRESS)

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(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 4.2**

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.

**10,000 Warrants**

Void after 5:00 p.m. New York time on January 15, 2001

**WARRANT TO PURCHASE COMMON STOCK**

**OF**

**DEL GLOBAL TECHNOLOGIES CORP.  
(FORMERLY DEL ELECTRONICS CORP.)**

This warrant certificate ("Warrant Certificate") certifies that for value received, Roger Winston, an individual having an office at 103 E. 75th Street, New York, NY 10021, SSN 105-30-7251, or collective 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 Global Technologies Corp. (the "Company"), a New York corporation, at a purchase price of SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) 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 SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25), 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 January 15, 2001, 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 short form 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 GLOBAL TECHNOLOGIES CORP.**

By: */s/Leonard A. Trugman*

-----  
*Name: Leonard A. Trugman*

*Title: Chairman, CEO and President*

*[SEAL]*

*Dated:*

*January 15, 1996*

*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]**

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(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

October 14, 1997

Del Global Technologies Corp.  
1 Commerce Park  
Valhalla, NY 10595

Gentlemen:

This opinion and the consent to use of our name are furnished in connection with the preparation and filing of a Registration Statement on Form S-3 (the "Registration Statement") to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, by Del Global Technologies Corp., a New York corporation (the "Corporation"), covering a proposed registration and sale by certain holders of 10,609 shares ("Shares") of the Corporation's common stock, \$.10 par value per share ("Common Stock"), 25,000 Warrants ("Warrants") and 25,000 Shares of Common Stock underlying such Warrants ("Warrant Shares").

We have acted as counsel to the Corporation and have participated in the preparation and filing of the aforementioned Registration Statement. As such counsel, we have examined the Certificate of Incorporation and By-Laws of the Corporation, the proceedings taken by the Corporation with respect to the filing of such Registration Statement and such other documents as we have deemed necessary and appropriate.

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;
2. The Shares are duly authorized and legally issued and are fully paid and nonassessable; and
3. The Warrant Shares are duly authorized, and when the Warrants are exercised in accordance with their terms, as described in the Registration Statement, the Warrant Shares will be legally issued, fully paid and non-assessable.

Del Global Technologies Corp.  
1 Commerce Park  
Valhalla, NY 10595

Members of this firm beneficially own shares of Common Stock and options to purchase additional shares of Common Stock.

We hereby consent to the use 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,

*/s/TASHLIK, KREUTZER & GOLDWYN P.C.*

**EXHIBIT 23.1**

**INDEPENDENT AUDITORS' CONSENT**

We consent to the incorporation by reference in this Registration Statement of Del Global Technologies Corp. on Form S-3 of our report dated October 23, 1996 appearing in the Annual Report on Form 10-K of Del Global Technologies Corp. for the year ended August 3, 1996 and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

*/s/DELOITTE & TOUCHE LLP  
New York, New York*

*October 10, 1997*

## CONSENT OF COUNSEL

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

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**End of Filing**

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