

DUPONT E I DE NEMOURS & CO

Form 424B2

September 21, 2010

Table of Contents**Calculation of Registration Fee**

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share(1)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee(2)
Debt Securities	\$ 2,000,000,000	\$	\$ 1,987,095,000	\$ 141,679.87

(1) The 1.95% Notes have a proposed maximum offering price of 99.047%. The 3.625% Notes have a proposed maximum offering price of 99.859%. The 4.90% Notes have a proposed maximum offering price of 98.654%

(2) Calculated in accordance with Rule 457(r) of the Securities Act of 1933, as amended.

**Registration No. 333-150613
Filed pursuant to Rule 424(b)(2)**

Prospectus Supplement (To prospectus dated May 2, 2008)

\$2,000,000,000

E. I. du Pont de Nemours and Company

\$500,000,000 1.950% Notes due January 15, 2016
\$1,000,000,000 3.625% Notes due January 15, 2021
\$500,000,000 4.900% Notes due January 15, 2041

We will pay interest on the notes referenced above (the Notes) on January 15 and July 15 of each year, beginning January 15, 2011. We may redeem the Notes prior to maturity, in whole or in part, as described in this prospectus supplement. If we experience a Change of Control Triggering Event (as defined herein), we may be required to offer to purchase the Notes from holders. See Description of Notes Change of Control.

	Public Offering Price(1)	Underwriting Discount	Proceeds before Expenses
Per 1.950% Note	99.047%	0.35%	98.697%

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Total	\$ 495,235,000	\$ 1,750,000	\$ 493,485,000
Per 3.625% Note	99.859%	0.45%	99.409%
Total	\$ 998,590,000	\$ 4,500,000	\$ 994,090,000
Per 4.900% Note	98.654%	0.875%	97.779%
Total	\$ 493,270,000	\$ 4,375,000	\$ 488,895,000
Combined Total for 1.950% Notes, 3.625% Notes and 4.900% Notes	\$ 1,987,095,000	\$ 10,625,000	\$ 1,976,470,000

(1) Plus accrued interest, if any, from September 23, 2010.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The Notes will be ready for delivery in book-entry form only through The Depository Trust Company on or about September 23, 2010.

Joint Bookrunners

**Goldman, Sachs & Co.
Credit Suisse**

**Morgan Stanley
J.P. Morgan**

Co-Managers

**BofA Merrill Lynch
BNP PARIBAS
Deutsche Bank Securities
Mizuho Securities USA Inc.
RBS
SOCIETE GENERALE
UBS Investment Bank**

**Barclays Capital
BNY Mellon Capital Markets
HSBC
Mitsubishi UFJ Securities
Santander
Standard Chartered Bank
US Bancorp**

**BBVA Securities
Citi
ING
RBC Capital Markets
Scotia Capital
The Williams Capital Group, L.P.
Wells Fargo Securities**

The date of this prospectus supplement is September 20, 2010.

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You should rely only on the information contained in this prospectus supplement and the accompanying prospectus. We have not authorized anyone to provide you with information different from that contained in this prospectus supplement and the accompanying prospectus. We are offering to sell Notes and making offers to buy Notes only in jurisdictions in which offers and sales of the Notes are permitted. The information contained in this prospectus supplement and the accompanying prospectus is accurate only as of the date of this prospectus supplement, regardless of the time of delivery of this prospectus supplement and the accompanying prospectus or any sale of the Notes. In this prospectus supplement and the accompanying prospectus, the Company, we, us and our refer to E. I. du Pont de Nemours and Company.

If we use a capitalized term in this prospectus supplement and do not define the term, it is defined in the accompanying prospectus.

The Notes are offered globally for sale only in those jurisdictions in the United States, Canada, Europe, Asia and elsewhere in which it is lawful to make such offers. See Underwriting .

The distribution of this prospectus supplement and the accompanying prospectus and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this prospectus supplement and the

accompanying prospectus come should inform themselves about and observe any such restrictions. This prospectus supplement and the accompanying prospectus do not constitute, and may not be used in connection with, 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. See Underwriting .

References herein to \$ and dollars are to the currency of the United States.

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We were founded in 1802 and incorporated in Delaware in 1915. We have been in continuous operation for over 200 years. Our principal offices are at 1007 Market Street in Wilmington, Delaware.

We are a world leader in science and innovation across a range of disciplines, including agriculture and industrial biotechnology, chemistry, biology, materials science and manufacturing. We operate globally and offer a wide range of innovative products and services for markets, including agriculture and food, building and construction, electronics and communications, general industrial and transportation.

Our 13 businesses are aggregated into 7 reportable segments based on similar economic characteristics, the nature of the products and production processes, end-use markets, channels of distribution and regulatory environment. Our reportable segments are Agriculture & Nutrition, Electronics & Communications, Performance Chemicals, Performance Coatings, Performance Materials, Safety & Protection, and Pharmaceuticals. We include certain embryonic businesses not included in our reportable segments, such as Applied BioSciences, and nonaligned businesses in Other.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges for each of the periods indicated:

	Six Months Ended June 30, 2010	2009	Years Ended December 31,			
		2008	2007	2006	2005	
Ratio of Earnings to Fixed Charges	12.4x	4.8x	5.5x	7.8x	6.6x	6.7x

For purposes of calculating the ratio of earnings to fixed charges, (i) earnings represent the sum of income before cumulative effect of changes in accounting principles, provision for (benefit from) income taxes, non-controlling interests in earnings (losses) of consolidated subsidiaries, adjustment for companies accounted for by the equity method, capitalized interest and amortization of capitalized interest plus fixed charges, and (ii) fixed charges represent the sum of interest and debt expense, capitalized interest and rental expense representative of interest factor. The ratio is based solely on historical financial information.

USE OF PROCEEDS

The Company intends to use the net proceeds from the sale of the Notes (which are expected to be approximately \$1.975 billion after payment of expenses related to the offering) to (i) redeem up to \$1.4 billion aggregate principal amount of its 5.0% Notes due January 15, 2013 and 5.875% Notes due January 15, 2014, and (ii) pay down \$500 million in commercial paper issued to fund a contribution to its principal U.S. pension plan. Net proceeds from the sale of the Notes that are not used for either of the foregoing purposes will be used for general corporate purposes. These purposes may include repayment and refinancing of debt, acquisitions, working capital, capital expenditures and repurchases and redemptions of securities. Pending any specific application, the Company may initially invest funds in cash equivalents and short-term marketable securities or apply them to the reduction of short-term indebtedness.

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DESCRIPTION OF NOTES

The following description of the particular terms of the 1.950% Notes due January 15, 2016 (the 1.950% Notes), the 3.625% Notes due January 15, 2021 (the 3.625% Notes) and the 4.900% Notes due January 15, 2041 (the 4.900% Notes) offered hereby (referred to in the prospectus as the Debt Securities) supplements the description of the general terms and provisions of the Debt Securities included in the accompanying prospectus. The 1.950% Notes, the 3.625% Notes and the 4.900% Notes are collectively referred to in this prospectus supplement as the Notes. The following summary of the Notes is qualified in its entirety by reference in the accompanying prospectus to the description of the Indenture dated as of June 1, 1992 (the Indenture), between the Company and Deutsche Bank Trust Company Americas, formerly known as Bankers Trust Company, as trustee (the Trustee). Each of the 1.950% Notes, 3.625% Notes and 4.900% Notes constitute a separate series of notes under the Indenture.

General

The 1.950% Notes will mature at par on January 15, 2016. The 3.625% Notes will mature at par on January 15, 2021. The 4.900% Notes will mature at par on January 15, 2041. The Notes will constitute part of the senior debt of the Company and will rank *pari passu* with all other unsecured and unsubordinated indebtedness of the Company. The Notes will be issued in fully registered form only, in denominations of \$2,000 and additional multiples of \$1,000. Principal of and interest on the Notes will be payable, and the transfer of Notes will be registrable, through DTC, as described below.

Each 1.950% Note will bear interest from September 23, 2010 at the annual rate of 1.950%. Each 3.625% Note will bear interest from September 23, 2010 at the annual rate of 3.625%. Each 4.900% Note will bear interest from September 23, 2010 at the annual rate of 4.900%. Interest on the Notes will be payable semiannually on January 15 and July 15 of each year, commencing on January 15, 2011, to the person in whose name such Note is registered at the close of business on the 14th calendar day immediately preceding such date (whether or not a Business Day).

Interest payable at the maturity of the Notes will be payable to registered holders of the Notes to whom principal is payable. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

If any interest payment date falls on a day that is not a Business Day, the interest payment will be postponed to the next day that is a Business Day, and no interest on such payment will accrue for the period from and after such interest payment date. If the maturity date of the Notes falls on a day that is not a Business Day, the payment of interest and principal may be made on the next succeeding Business Day, and no interest on such payment will accrue for the period from and after the maturity date.

Interest payments for the Notes will include accrued interest from and including the date of issue or from and including the last date in respect of which interest has been paid, as the case may be, to but excluding the interest payment date or the date of maturity, as the case may be.

The Company may, without the consent of the holders of any series of Notes, issue additional notes having the same ranking and the same interest rate, maturity and other terms as the Notes of such series. Any additional notes having such similar terms, together with the Notes of such series, will constitute a single series of notes under the Indenture. No additional Notes of such series may be issued if an Event of Default has occurred and is continuing with respect to the Notes of such series.

As used in this prospectus supplement, **Business Day** means any day, other than a Saturday or Sunday, that is not a day on which banking institutions are authorized or required by law or regulation to close in the City of New York.

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Book-Entry, Delivery and Form

The Notes will be issued in the form of one or more fully registered global notes (the "Global Notes") registered in the name of The Depository Trust Company, New York, New York ("DTC") or Cede & Co., DTC's nominee. Beneficial interests in the Global Notes will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC and investors will hold such beneficial interests only through DTC, or through Clearstream Banking, S.A. or Euroclear Bank S.A./N.V. as DTC participants. Beneficial interests in the Global Notes will be held in denominations of \$2,000 and additional multiples of \$1,000. Except as described below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee.

DTC has advised the Company as follows: DTC is a limited-purpose trust company organized under the New York Banking Law, a banking organization within the meaning of the New York Banking Law, a member of the Federal Reserve System, a clearing corporation within the meaning of the New York Uniform Commercial Code, and a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). DTC holds securities deposited with it by its participants and records the settlement of transactions among its participants in such securities through electronic computerized book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. DTC's participants include securities brokers and dealers (including the Underwriters), banks, trust companies, clearing corporations and certain other organizations, some of whom (and/or their representatives) own DTC. Access to the DTC book-entry system is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

Individual certificates in respect of the Notes will not be issued in exchange for the Global Notes, except in very limited circumstances. If DTC notifies the Company that it is unwilling or unable to continue as a clearing system in connection with the Global Notes, or ceases to be a clearing agency registered under the Exchange Act, and a successor clearing system is not appointed by the Company within 90 days after receiving such notice from DTC or upon becoming aware that DTC is no longer so registered, the Company will issue or cause to be issued individual certificates in registered form on registration of transfer of, or in exchange for, book-entry interests in the Notes represented by such Global Notes upon delivery of such Global Notes for cancellation.

Book-entry interests in the Notes may be transferred within DTC in accordance with procedures established for this purpose by DTC. A further description of DTC's procedures with respect to the Global Notes is set forth in the accompanying prospectus under "Description of Debt Securities - Global Securities".

Optional Redemption

The 1.950% Notes will be redeemable as a whole at any time or in part from time to time, at the option of the Company, at a redemption price equal to the greater of (i) 100% of the principal amount of the 1.950% Notes or (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon from the redemption date to the maturity date (exclusive of any accrued interest) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points, plus, in each case, any interest accrued but not paid to the date of redemption.

The 3.625% Notes will be redeemable as a whole at any time or in part from time to time, at the option of the Company, at a redemption price equal to the greater of (i) 100% of the principal amount of the 3.625% Notes or (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon from the redemption date to the maturity date (exclusive of any accrued interest) discounted to the redemption date on a semiannual basis (assuming a 360-day year

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consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points, plus, in each case, any interest accrued but not paid to the date of redemption.

The 4.900% Notes will be redeemable as a whole at any time or in part from time to time, at the option of the Company, at a redemption price equal to the greater of (i) 100% of the principal amount of the 4.900% Notes or (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon from the redemption date to the maturity date (exclusive of any accrued interest) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 20 basis points, plus, in each case, any interest accrued but not paid to the date of redemption.

Treasury Rate means, with respect to any redemption date for the Notes, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that redemption date.

Comparable Treasury Issue means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such securities.

Independent Investment Banker means one of the Reference Treasury Dealers appointed by the Trustee after consultation with the Company.

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

Reference Treasury Dealer means each of Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated or their respective affiliates, and two other primary U.S. Government securities dealers in New York City appointed by the Trustee in consultation with the Company (each, a Primary Treasury Dealer); *provided*, however, that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Company shall substitute therefor another Primary Treasury Dealer.

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

Unless the Company defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the Notes or portions thereof called for redemption.

Change of Control

If a Change of Control Triggering Event occurs, unless we have exercised our right to redeem the Notes as described above under Optional Redemption or upon the occurrence of specified events involving United States taxation as described below under Tax Redemption, holders of Notes will have the right to require us to repurchase all or any part (equal to \$2,000 and additional multiples of \$1,000) of their Notes pursuant to the offer described below (the Change of Control Offer) on the terms set forth in the Notes. In the Change of Control Offer, we will be required to

offer payment in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to the date of purchase (the Change of Control Payment). Within 30 days following any Change of Control Triggering Event, we will be required to mail a notice to holders of Notes describing the transaction or transactions that constitute the Change

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of Control Triggering Event and offering to repurchase the Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the Change of Control Payment Date), pursuant to the procedures required by the Notes and described in such notice. We must comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Notes, we will be required to comply with the applicable securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control provisions of the Notes by virtue of such conflicts.

On the Change of Control Payment Date, we will be required, to the extent lawful, to:

accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

deliver or cause to be delivered to the Trustee the Notes properly accepted together with an officers certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent will promptly mail to each holder of Notes properly tendered the purchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided* that each new Note will be in a principal amount of \$2,000 and additional multiples of \$1,000. We will not be required to make an offer to repurchase the Notes upon a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by us, and such third party purchases all Notes properly tendered and not withdrawn under its offer.

For purposes of the foregoing discussion of a repurchase of Notes at the option of holders, the following definitions are applicable:

Below Investment Grade Rating Event means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies (as defined below) on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); *provided* that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred with respect to a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agency or Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

Change of Control means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its subsidiaries taken as a whole to any Person or group of related persons for purposes of Section 13(d) of the Exchange Act (a Group) other than the Company or one of its subsidiaries; (2) the approval by the holders of the Company s voting stock of any plan or

proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions

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of the Indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or Group becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding voting interests in our capital stock; or (4) the first day on which a majority of the members of our Board of Directors are not Continuing Directors.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of all or substantially all of our and our subsidiaries' properties or assets taken as a whole. Although there is a limited body of case law interpreting the phrase substantially all, there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of Notes to require us to repurchase such holder's Notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of our and our subsidiaries' assets taken as a whole to another Person or Group may be uncertain.

Change of Control Triggering Event means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

Continuing Directors means, as of any date of determination, any member of our Board of Directors who (1) was a member of such Board of Directors on the date of the issuance of the Notes; or (2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election (either by a specific vote or by approval of our proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

Fitch means Fitch Ratings.

Investment Grade Rating means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's, BBB- (or the equivalent) by S&P and an equivalent rating of any replacement agency, respectively.

Moody's means Moody's Investors Service, Inc.

Paying Agent shall mean the Trustee or any other Person authorized by the Company to pay the principal of or interest on the Notes on behalf of the Company.

Person has the meaning set forth in the Indenture and includes a person as used in Section 13(d)(3) of the Exchange Act.

Rating Agencies means (1) each of Fitch, Moody's and S&P; and (2) if any of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of our control, a nationally recognized statistical rating organization within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act, selected by us (as certified by a resolution of our Board of Directors) as a replacement agency for Fitch, Moody's or S&P, or all of them, as the case may be.

S&P means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc.

Applicable Law

The Notes and the Indenture will be governed by and construed in accordance with the laws of the State of New York.

Tax Redemption

The Notes may be redeemed as a whole, at the option of the Company at any time prior to maturity, upon the giving of a notice of redemption as described below, if the Company determines that, as a result of any change in or amendment to the laws (or any regulations or rulings promulgated thereunder) of the United States or of any political subdivision or taxing authority thereof or therein, or any change in official position regarding the application or interpretation of such laws, regulations or rulings, which change or amendment becomes effective on or after the date of this prospectus

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supplement, the Company has or will become obligated to pay Additional Amounts (as defined below) with respect to such Notes for reasons outside its control and after taking reasonable measures to avoid such obligation. The Notes will be redeemed at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption. Prior to the giving of any notice of redemption pursuant to this paragraph, the Company will deliver to the Trustee (i) a certificate stating that the Company is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Company to so redeem have occurred and (ii) an opinion of independent counsel satisfactory to such Trustee to the effect that the Company has or will become obligated to pay Additional Amounts for the reasons described above; *provided* that no such notice of redemption shall be given earlier than 60 days prior to the earliest date on which the Company would be obligated to pay such Additional Amounts if a payment in respect of the Notes were then due. Notice of redemption will be given not less than 30 nor more than 60 days prior to the date fixed for redemption, which date and the redemption price will be specified in the notice.

Payment of Additional Amounts

The Company will, subject to certain exceptions and limitations set forth below, pay such additional amounts (Additional Amounts) to the beneficial owner of any Note who is a United States Alien as may be necessary in order that every net payment of principal of and interest on such Note and any other amounts payable on such Note, after withholding for or on account of any present or future tax, assessment or governmental charge imposed upon or as a result of such payment by the United States (or any political subdivision or taxing authority thereof or therein), will not be less than the amount provided for in such Note to be then due and payable. The Company will not, however, be required to make any payment of Additional Amounts to any beneficial owner for or on account of:

- (a) any such tax, assessment or other governmental charge that would not have been so imposed but for the existence of any present or former connection between such beneficial owner (or between a fiduciary, settlor, beneficiary, member or shareholder of such beneficial owner, if such beneficial owner is an estate, a trust, a partnership or a corporation) and the United States and its possessions, including, without limitation, such beneficial owner (or such fiduciary, settlor, beneficiary, member or shareholder) being or having been a citizen or resident thereof or being or having been engaged in a trade or business or present therein or having, or having had, a permanent establishment therein;
- (b) any tax that would not have been so imposed, assessed, levied or collected but for the fact that, where presentation is required in order to receive payment, the Note was presented more than 30 days after the date on which such payment became due and payable or was provided for, whichever is later;
- (c) any estate, inheritance, gift, sales, transfer or personal property tax or any similar tax, assessment or governmental charge;
- (d) any tax, assessment or other governmental charge imposed by reason of such beneficial owner's past or present status as a personal holding company or controlled foreign corporation or passive foreign investment company with respect to the United States or as a corporation that accumulates earnings to avoid United States federal income tax;
- (e) any tax, assessment or other governmental charge that is payable otherwise than by withholding from payments on or in respect of any Note;
- (f) any tax, assessment or other governmental charge that would not have been imposed but for the failure to comply with certification, information or other reporting requirements concerning the nationality, residence or identity of the beneficial owner of such Note, if such compliance is required by statute or by regulation of

the United States or of any political subdivision or

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taxing authority thereof or therein as a precondition to relief or exemption from such tax, assessment or other governmental charge;

- (g) any tax, assessment or other governmental charge imposed by reason of such beneficial owner's status (including past status) as the actual or constructive owner of 10% or more of the total combined voting power of all classes of stock entitled to vote of the Company or as a controlled foreign corporation that is related directly or indirectly to the Company through stock ownership;
- (h) any tax, assessment or other governmental charge that is required to be deducted or withheld on a payment pursuant to European Union Directive 2003/48/EC (the Directive) or any law implementing, or introduced in order to conform to, the Directive;
- (i) except in the case of the liquidation, dissolution or winding-up of the Company, any tax, assessment or other governmental charge imposed in connection with a Note presented for payment by or on behalf of a beneficial owner who would have been able to avoid such tax, assessment or other governmental charge by presenting the Note to, or otherwise accepting payment from, another paying agent in a member state of the European Union; or
- (j) any combination of items (a), (b), (c), (d), (e), (f), (g), (h) or (i);

nor shall Additional Amounts be paid with respect to any payment on a Note to a United States Alien who is a fiduciary or partnership or other than the sole beneficial owner of such payment to the extent such payment would be required by the laws of the United States (or any political subdivision thereof) to be included in the income, for tax purposes, of a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner who would not have been entitled to the Additional Amounts had such beneficiary, settlor, member or beneficial owner held its interest in the Note directly.

The term "United States Alien" means any person that is, for United States federal income tax purposes, a foreign corporation, a nonresident alien individual, a nonresident alien fiduciary of a foreign estate or trust, or a foreign partnership to the extent that one or more of its members is a foreign corporation, a nonresident alien individual or a nonresident alien fiduciary of a foreign estate or trust.

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UNITED STATES FEDERAL TAXATION

The information provided in the accompanying prospectus under the caption "United States Federal Taxation" is supplemented with the following information. Please also refer to information provided in this prospectus supplement under the captions "Description of Notes," "Tax Redemption," and "Payment of Additional Amounts."

Each non-United States person (as such term is defined in the accompanying prospectus) should be aware that if it does not properly provide the required IRS form, or if the IRS form (or, if permissible, a copy of such form) is not properly transmitted to and received by the United States person otherwise required to withhold United States federal income tax, interest on the Note may be subject to United States withholding tax at a 30% rate or a lower applicable treaty rate, and the non-United States person will not be entitled to any Additional Amounts from the Company described under the heading "Description of Notes," "Payment of Additional Amounts" with respect to such tax. Such tax, however, may in certain circumstances be allowed as a refund or as a credit against such owner's United States federal income tax. The foregoing does not deal with all aspects of federal income tax withholding that may be relevant to non-United States persons. Investors are advised to consult their own tax advisors for specific advice concerning the ownership and disposition of Notes.

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Table of Contents**UNDERWRITING**

Under the terms and subject to the conditions set forth in the Underwriting Agreement, dated September 20, 2010 (the Underwriting Agreement), the underwriters named below (the Underwriters) have severally agreed to purchase, and the Company has agreed to sell to them, severally, the principal amount of each series of Notes set forth opposite their names below:

Name	Principal Amount of 1.950% Notes	Principal Amount of 3.625% Notes	Principal Amount of 4.900% Notes
Goldman, Sachs & Co.	\$ 150,000,000.00	\$ 300,000,000.00	\$ 150,000,000.00
Morgan Stanley & Co. Incorporated	150,000,000.00	300,000,000.00	150,000,000.00
Credit Suisse Securities (USA) LLC	75,000,000.00	150,000,000.00	75,000,000.00
J.P. Morgan Securities LLC	75,000,000.00	150,000,000.00	75,000,000.00
Banc of America Securities LLC	2,380,952.39	4,761,904.77	2,380,952.39
Barclays Capital Inc.	2,380,952.39	4,761,904.77	2,380,952.39
BBVA Securities Inc.	2,380,952.38	4,761,904.77	2,380,952.38
BNP Paribas Securities Corp.	2,380,952.38	4,761,904.77	2,380,952.38
BNY Mellon Capital Markets	2,380,952.38	4,761,904.76	2,380,952.38
Citigroup Global Markets Inc.	2,380,952.38	4,761,904.76	2,380,952.38
Deutsche Bank Securities Inc.	2,380,952.38	4,761,904.76	2,380,952.38
HSBC Securities (USA) Inc.	2,380,952.38	4,761,904.76	2,380,952.38
ING Financial Markets LLC	2,380,952.38	4,761,904.76	2,380,952.38
Mizuho Securities USA Inc.	2,380,952.38	4,761,904.76	2,380,952.38
Mitsubishi UFJ Securities (USA) Inc.	2,380,952.38	4,761,904.76	2,380,952.38
RBC Capital Markets Corporation	2,380,952.38	4,761,904.76	2,380,952.38
RBS Securities Inc.	2,380,952.38	4,761,904.76	2,380,952.38
Santander Investment Securities Inc.	2,380,952.38	4,761,904.76	2,380,952.38
Scotia Capital (USA) Inc.	2,380,952.38	4,761,904.76	2,380,952.38
SG Americas Securities, LLC	2,380,952.38	4,761,904.76	2,380,952.38
Standard Chartered Bank	2,380,952.38	4,761,904.76	