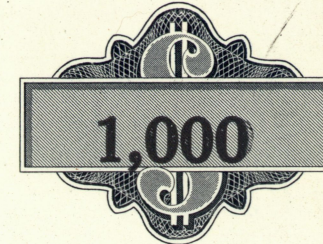
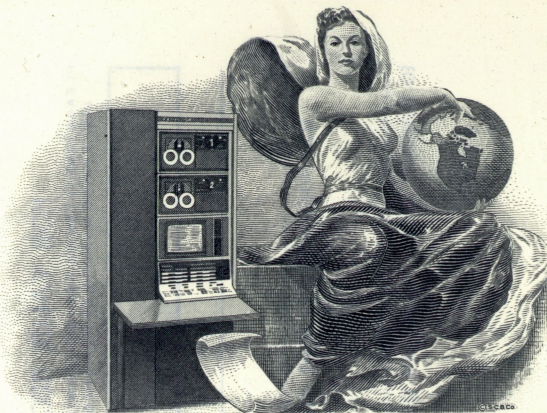
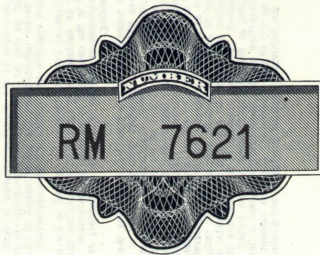


REGISTERED

REGISTERED



# Digital Equipment Corporation

4 1/2% CONVERTIBLE SUBORDINATED DEBENTURE, DUE DECEMBER 15, 2002

*Digital Equipment Corporation, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts (herein referred to as the "company"), for value received, hereby promises to pay to*

\*1000\* RM

7621 PHELPS & CO

\*69350999\*W937207\*

4 1/2%  
DUE  
2002

4 1/2%  
DUE  
2002

SEE REVERSE FOR CERTAIN DEFINITIONS

CUSIP 253849 AB 9

*or registered assigns, the principal sum of*

★★★ ONE THOUSAND ★★★

DOLLARS

on December 15, 2002, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and to pay interest on said principal sum at the rate per annum specified in the title of this Debenture to the registered holder hereof as of the close of business on the first day of the month in which an interest payment is due, except as otherwise provided in the Indenture hereafter referred to, in like coin or currency, all at the office or agency of the Company in the Borough of Manhattan, The City of New York, from the June 15 or December 15, as the case may be, next preceding the date of this Debenture to which interest has been paid for, if one of the following exceptions is applicable, from the date specified in such exceptions: (a) if the date hereof is a June 15 or a December 15 to which interest has been paid, then from the date of this Debenture; (b) if the date hereof is prior to the payment of any interest on the Debentures, then from September 1, 1977; (c) if the date hereof is between June 1 or December 1, as the case may be, and the following June 15 or December 15, then so long as there is no existing default in the payment of interest, from such June 15 or December 15 except that if the Company shall default in payment of the interest due on such June 15 or December 15, then from the next preceding June 15 or December 15 to which interest has been paid, or, if no interest has been paid on the Debentures, from September 1, 1977, semi-annually on June 15 and December 15, in each year, until payment of said principal sum has been made or duly provided for; provided, however, that payment of interest may be made at the option of the Company by check mailed to the address of the person entitled thereto as such address shall appear on the Debenture Register.

Additional provisions of this Debenture are contained on the reverse hereof and such provisions shall for all purposes have the same effect as though fully set forth at this place. This Debenture shall not be valid or become obligatory for any purpose until the certificate of authentication hereof shall have been signed by the Trustee under the Indenture.

*In Witness Whereof, Digital Equipment Corporation has caused this instrument to be signed in its corporate name by the facsimile signature of its President or Vice President and by its Secretary or an Assistant Secretary by his signature or a facsimile thereof, and a facsimile of its corporate seal to be affixed hereunto or imprinted hereon.*

DEC 06 1978

Digital Equipment Corporation

DATED:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

THIS IS ONE OF THE DEBENTURES DESCRIBED IN THE WITHIN-MENTIONED INDENTURE.

BY

CITIBANK, N.A.,

AS TRUSTEE

AUTHORIZED OFFICER

ATTEST:

BY

*Daniel G. Schwartz*

SECRETARY

*Richard M. O'Keefe*

PRESIDENT

digital



**DIGITAL EQUIPMENT CORPORATION**  
**4 1/2% CONVERTIBLE SUBORDINATED DEBENTURE, DUE DECEMBER 15, 2002**

This Debenture is one of a duly authorized issue of Debentures of the Company, designated as its 4 1/2% Convertible Subordinated Debentures, due December 15, 2002 (herein referred to as the "Debentures"), limited to the aggregate principal amount of Two Hundred Fifty Million Dollars (\$250,000,000), all issued or to be issued under and pursuant to an indenture dated as of September 1, 1977 (herein referred to as the "Indenture"), duly executed and delivered by the Company to Citibank, N.A., Trustee (referred to herein as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the holders of the Debentures.

Subject to the provisions of the Indenture, the holder hereof has the right at his option, at any time up to and including December 15, 2002 (except that, in case this Debenture or any portion hereof shall be called for redemption, such right shall terminate as to this Debenture or such portion hereof at the close of business on the fifteenth day prior to the date fixed for redemption as provided in the Indenture), to convert the principal hereof or any portion hereof which is \$1,000 or an integral multiple thereof into fully paid and non-assessable shares of Common Stock of the Company, at the conversion price of \$57.00 per share, or at the adjusted conversion price in effect at the date of conversion determined as provided in the Indenture, upon surrender of this Debenture to the Company at the office or agency of the Company in the Borough of Manhattan, The City of New York, accompanied by written notice of conversion duly executed and (if so required by the Company) by instruments of transfer, in form satisfactory to the Company, duly executed by the registered holder or his duly authorized attorney. The conversion price is subject to adjustment as provided in the Indenture. Subject to the right of the person in whose name this Debenture is registered on the record date (established as provided in the Indenture) next preceding an interest payment date to receive the interest payable with respect hereto on such interest payment date, no adjustments in respect of interest or dividends will be made upon any conversion. No fractional shares or scrip representing fractional shares will be issued upon any conversion, but an adjustment in cash will be made, as provided in the Indenture, in respect of any fraction of a share which would otherwise be issuable upon the surrender of any Debenture or Debentures for conversion.

The indebtedness evidenced by the Debentures is, to the extent and in the manner provided in the Indenture, subordinated and subject in right of payment to the prior payment in full of all Senior Indebtedness (as defined in the Indenture) of the Company, and each holder of this Debenture, by his acceptance hereof, agrees to and shall be bound by all the provisions of the Indenture relating to such subordination and authorizes the Trustee to take such action in his behalf as may be necessary or appropriate to effectuate, as between the holders of the Debentures and the holders of Senior Indebtedness, the subordination of the indebtedness evidenced by this Debenture as provided in the Indenture and appoints the Trustee his attorney-in-fact for any and all such purposes.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture. The Indenture provides that in certain events such declaration and its consequences may be waived by the holders of a majority in aggregate principal amount of the Debentures then outstanding.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than 66 2/3% in aggregate principal amount of the Debentures at the time outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the holders of the Debentures; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any Debentures, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, or reduce any premium payable on the redemption thereof, or alter the provisions of the Indenture so as to affect adversely the terms of conversion of the Debentures into Common Stock, without the consent of the holder of each Debenture so affected, or (ii) reduce the aforesaid percentage of Debentures the consent of the holders of which is required for any such supplemental indenture, without the consent of the holders of all Debentures then outstanding. It is also provided in the Indenture that the holders of a majority in aggregate principal amount of the Debentures at the time outstanding may on behalf of the holders of all the Debentures waive any past default under the Indenture and its consequences, except a default in the payment of the principal of (or premium, if any) or interest on any of the Debentures. Any such consent or waiver by the holder of this Debenture (unless revoked as provided in the Indenture) shall be conclusive and binding upon such holder and upon all future holders and owners of

this Debenture and of any Debenture issued in exchange or substitution hereof, whether or not any notation of such consent or waiver is made upon this Debenture.

No reference herein to the Indenture and no provision of this Debenture or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and interest on this Debenture at the place, at the respective times, at the rate and in the currency hereinafter prescribed.

The Debentures are issuable in registered form, in denominations of \$1,000 and any multiple of \$1,000.

As provided in the Indenture, the Debentures may be redeemed, at the option of the Company, as a whole or from time to time in part (otherwise than through the operation of the Sinking Fund), at any time prior to maturity, upon the notice referred to below, at the following redemption prices (expressed in percentages of principal amount), together with accrued interest to the date fixed for redemption:

If redeemed during the period beginning September 1, 1977 and ending December 14, 1978, at 104 1/2%, and if redeemed during the twelve-month period beginning December 15,

1978 .....	104.275%	1988 .....	102.025%
1979 .....	104.350	1989 .....	101.800
1980 .....	103.825	1990 .....	101.575
1981 .....	103.600	1991 .....	101.350
1982 .....	103.375	1992 .....	101.125
1983 .....	103.150	1993 .....	100.900
1984 .....	102.925	1994 .....	100.675
1985 .....	102.700	1995 .....	100.450
1986 .....	102.475	1996 .....	100.225
1987 .....	102.250		

and thereafter at 100% of the principal amount thereof.

The Debentures are entitled to the benefits of a Sinking Fund, operation or the mandatory provisions of which is required to begin on December 15, 1988 and operation of the optional provisions of which may, at the option of the Company, begin on December 15, 1983, all as provided in the Indenture. The Debentures are subject to redemption (on notice as set forth below) through the operation of the Sinking Fund (both mandatory and optional) at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption.

Notice of redemption shall be given by mailing by first-class mail a notice of such redemption not less than thirty nor more than sixty days prior to the date fixed for redemption to the holders of Debentures to be redeemed to their last addresses as they shall appear upon the Debenture Register, all as provided in the Indenture.

Upon due presentation for registration of transfer of this Debenture at the designated office or agency of the Company in the Borough of Manhattan, The City of New York, a new Debenture or Debentures of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange hereof, subject to the limitations provided in the Indenture, without charge except for any tax or other governmental charge imposed in connection therewith, and the Debentures may in a like manner be exchanged for one or more new Debentures of other authorized denominations but of the same aggregate principal amount.

The Company, the Trustee, any paying agent, any conversion agent and any Debenture Registrar may deem and treat the registered holder hereof as the absolute owner of this Debenture (whether or not this Debenture shall be overdue and notwithstanding any notation of ownership or other writing hereon, made by anyone other than the Company or any Debenture Registrar), for the purpose of receiving payment hereof from a bank hereof and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any conversion agent nor any Debenture Registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of (or premium, if any) or the interest on this Debenture, or for any claim based hereon or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator, stockholder, officer or director, as such, past, present or future, of the Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

The following abbreviations, when used in the inscription on the face of the within Debenture, shall be construed as though they were written out in full according to applicable laws or regulations.

- TEN COM — as tenants in common
- TEN ENT — as tenants by the entireties
- JT TEN — as joint tenants with right of survivorship and not as tenants in common

- UNIF GIFT MIN ACT — ..... Custodian .....
- (Cust) (Minor)
- under Uniform Gifts to Minors Act .....
- (State)

Additional abbreviations may also be used though not in the above list.

**FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto**

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

**CEDE & CO. 13-2555119**  
**BOX #20**  
**BOWLING GREEN STATION**  
**NEW YORK, NEW YORK 10004**

the within Debenture, and all rights thereunder, hereby irrevocably constituting and appointing

to transfer said Debenture on the books of the Company, with full power of substitution in the premises.

Dated:

*Shepley & Co.*

Signature Guaranteed  
**FIDUCIARY TRUST CO.**  
 OF NEW YORK

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Debenture in every particular, without alteration or enlargement or any change whatsoever.

AUTHORIZED SIGNATURE