
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934**

**March 12, 2010
Date of Report (Date of earliest event reported)**

THE BLACK & DECKER CORPORATION

(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction
of incorporation)

1-1553
(Commission
File Number)

52-0248090
(I.R.S. Employer
Identification No.)

**701 East Joppa Road
Towson, Maryland**
(Address of principal executive offices)

21286
(Zip Code)

(410) 716-3900
(Registrant's telephone number, including area code)

NOT APPLICABLE
(Former name, former address, and former fiscal year, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.02 Termination of a Material Definitive Agreement.

In connection with the closing of the Merger (as defined below), The Black & Decker Corporation (“Black & Decker”) terminated its \$1.0 billion five-year senior unsecured revolving credit agreement (the “Black & Decker Credit Facility”) entered into on December 7, 2007, among Black & Decker and its subsidiaries, Black & Decker Luxembourg S.à r.l. and Black & Decker Luxembourg Finance S.C.A., and Citibank, N.A. as administrative agent, JPMorgan Chase Bank, N.A. as syndication agent, Bank of America, N.A., BNP Paribas and Commerzbank AG as documentation agents, and a syndicate of 13 lenders. In connection with terminating the Black & Decker Credit Facility, Black & Decker paid off its outstanding balance under the Black & Decker Credit Facility.

The Black & Decker Credit Facility provided for a maximum amount of borrowings of \$1.0 billion. Black & Decker was authorized, not more than twice in any calendar year, to request that the lenders increase the maximum amount of permitted borrowings, provided that in no event could the amount of borrowings available under the Black & Decker Credit Facility exceed \$1.5 billion.

At Black & Decker’s election, any borrowings under the Black & Decker Credit Facility bore interest either at the London interbank offered rate (LIBOR) plus an applicable margin or at the base rate. The base rate was equal to the higher of Citibank’s announced base rate or .50% above the federal funds rate. The Black & Decker Credit Facility provided that the interest rate margin over LIBOR, initially set at ..30%, increased or decreased based on changes in the ratings of Black & Decker’s long-term senior unsecured debt.

In addition to interest payable on the principal amount of indebtedness outstanding from time to time under the Black & Decker Credit Facility, Black & Decker was required to pay an annual facility fee, initially equal to .10% of the amount of the lenders’ aggregate commitments under the Black & Decker Credit Facility, whether used or unused. Black & Decker also was required to pay a utilization fee, initially equal to .05% per annum, applied to the outstanding balance when borrowings under the Black & Decker Credit Facility exceed 50% of the lenders’ aggregate commitments. The Black & Decker Credit Facility provided that both the facility fee and the utilization fee increased or decreased based on changes in the ratings of Black & Decker’s long-term senior unsecured debt.

The Black & Decker Credit Facility included usual and customary covenants. Events of default in the Black & Decker Credit Facility included payment defaults under the Black & Decker Credit Facility, failure to perform or observe terms, covenants or agreements included in the Black & Decker Credit Facility, default by Black & Decker under other indebtedness with a principal amount in excess of \$75 million, the occurrence of one or more judgments or orders for the payment by Black & Decker of money in excess of \$75 million, incurrence by Black & Decker or certain of its affiliates of ERISA liability in excess of \$75 million, failure of Black & Decker to pay its debts as they come due, bankruptcy of Black & Decker, or a change of control (as defined in the Black & Decker Credit Facility) of Black & Decker.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On March 12, 2010, pursuant to the terms and conditions of the Agreement and Plan of Merger dated as of November 2, 2009 (the “Merger Agreement”), by and among Black & Decker, The Stanley Works (“Stanley”), and Blue Jay Acquisition Corp., a wholly owned subsidiary of Stanley (“Merger Sub”), Merger Sub merged with and into Black & Decker, with Black & Decker continuing as the surviving corporation and as a wholly owned subsidiary of Stanley (the “Merger”). As a result of the Merger, each outstanding share of common stock, par value \$0.50 per share, of Black & Decker (the “Common Stock”), other than any shares of Common Stock owned by Stanley or Merger Sub (which were canceled as a result of the Merger), was converted into the right to receive 1.275 shares of common stock, par value \$2.50 per share, of Stanley (and associated Series A Junior Participating Preferred Stock purchase rights), with cash paid in lieu of fractional shares. Following the completion of the Merger, the Common Stock, which traded under the symbol “BDK”, ceased to be listed on the New York Stock Exchange (the “NYSE”). Effective as of the effective time of the Merger, Stanley changed its name to “Stanley Black & Decker, Inc.”

The foregoing description of the Merger and the Merger Agreement is not a complete description of all of the parties’ rights and obligations under the Merger Agreement. The above description is qualified in its entirety by reference to the Merger Agreement, which is incorporated herein by reference to Exhibit 2.1 of Black & Decker’s Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on November 3, 2009. The press release announcing the completion of the Merger is incorporated herein by reference to Exhibit 99.2 of Stanley Black & Decker, Inc.’s Current Report on Form 8-K filed with the SEC on March 12, 2010. The information set forth in Items 5.01 and 5.02 of this Current Report on Form 8-K is incorporated by reference in this Item 2.01.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**New Credit Facility**

On March 12, 2010, Stanley entered into a 364-Day Credit Agreement (the “Credit Agreement”) with Black & Decker, as Subsidiary Guarantor, and each of the initial lenders named therein, Citibank, N.A., as Administrative Agent, Citigroup Global Markets Inc. and Banc of America Securities LLC, as Lead Arrangers and Bookrunners, and Bank of America, N.A., as Syndication Agent, to obtain extensions of credit and revolving commitments aggregating \$700 million (the “Credit Facility”).

Borrowings under the Credit Facility bear interest at a floating rate or rates equal to, at the option of Stanley, the Eurocurrency rate or the prime rate, plus a margin specified in the Credit Agreement for Eurocurrency rate advances. A certain amount of the borrowings may be made in Euros or Pounds Sterling by certain designated subsidiaries of Stanley.

Stanley must repay all advances by the earlier of (i) March 11, 2011 or (ii) the date of termination in whole, at the election of Stanley, of the commitments by the lenders under the Credit Facility, pursuant to the terms of the Credit Agreement. The Credit Agreement provides Stanley with the right to request prior to the Termination Date to convert all outstanding Advances to a term loan with a maturity date no later than March 11, 2012, as determined by Stanley as long as certain conditions specified in the Credit Agreement are satisfied. Stanley

may be required to prepay any borrowings under the Credit Facility upon a change of control. The Credit Facility contains customary events of default. If an event of default occurs and is continuing, Stanley might be required to repay all amounts outstanding under the Credit Facility. The Credit Agreement provides for a guaranty by Black & Decker of all obligations under the Credit Agreement.

The description contained herein is a summary of certain material terms of the Credit Agreement and is qualified in its entirety by reference to the Credit Agreement, which is incorporated herein by reference to Exhibit 10.4 of Stanley Black & Decker, Inc.'s Current Report on Form 8-K filed with the SEC on March 12, 2010.

Subsidiary Guaranty of Amended and Restated Credit Agreement

In connection with the Merger, on March 12, 2010, Black & Decker entered into a Subsidiary Guaranty in favor of the administrative agent and the lenders under the Amended and Restated Credit Agreement, dated as of February 27, 2008, among Stanley, the lenders party thereto, and Citibank, N.A., as administrative agent, as amended (the "Existing Credit Agreement") guarantying the obligations of Stanley and its subsidiaries pursuant to the Existing Credit Agreement.

The description contained herein is a summary of certain material terms of the Subsidiary Guaranty and is qualified in its entirety by reference to the Subsidiary Guaranty, which is attached as Exhibit 4.1 and incorporated herein by reference.

Cross-Guarantees

In connection with the Merger, on March 12, 2010, Stanley and Black & Decker entered into supplemental indentures (the "Supplemental Indentures") providing for (i) senior unsubordinated guarantees by Black & Decker (the "Black & Decker Guarantees") of Stanley's existing notes described below and (ii) senior unsubordinated guarantees by Stanley (the "Stanley Guarantees") of Black & Decker's existing notes described below.

The Stanley Guarantees are in respect of:

- Black & Decker's 5.75% Notes due 2016;
- Black & Decker's 8.95% Notes due 2014;
- Black & Decker's 4.75% Notes due 2014;
- Black & Decker's 7.125% Notes due 2011; and
- 7.05% Notes due 2028 issued by Black & Decker Holdings, LLC (formerly Black & Decker Holdings Inc.), an indirect wholly owned subsidiary of Black & Decker.

The Black & Decker Guarantees are in respect of:

- \$250,000,000 aggregate principal amount of Stanley's 6.15% Notes due October 1, 2013 (the "Stanley 2013 Notes");
- \$200,000,000 aggregate principal amount of Stanley's 4.9% Notes due November 1, 2012 (the "Stanley 2012 Notes");

- \$320,000,000 aggregate principal amount of Stanley’s Convertible Notes due May 17, 2012 (the “Stanley Convertible Notes”); and
- \$200,000,000 aggregate principal amount of Stanley’s 5.0% Notes due March 15, 2010 (the “Stanley 2010 Notes” and, together with the Stanley 2013 Notes, the Stanley 2012 Notes and the Stanley Convertible Notes, the “Stanley Notes”).

Each of the Stanley Notes was issued under an Indenture, dated as of November 1, 2002, between Stanley and The Bank of New York Mellon Trust Company, as successor trustee to JPMorgan Chase Bank, N.A. (the “Base Indenture”), as supplemented by Supplemental Indenture No. 1, dated as of March 20, 2007, as further supplemented by each officers’ certificate establishing the terms of the Stanley Notes, other than the Stanley Convertible Notes (the Base Indenture, as so supplemented, the “Stanley Indenture”).

The Black & Decker Guarantees are unsecured obligations of Black & Decker, ranking equal in right of payment with all Black & Decker’s existing and future unsecured and unsubordinated indebtedness. Interest on each series of the Stanley Notes, other than the Stanley Convertible Notes is payable semi-annually. Each of the Stanley Notes rank equally with all of Stanley’s other unsecured and unsubordinated indebtedness.

The Stanley Indenture contains certain negative covenants that limit Stanley’s ability and the ability of certain of its subsidiaries to incur certain liens, engage in certain sale-leaseback transactions, and merge or consolidate or sell all or substantially all of Stanley’s assets. The Stanley Indenture provides for customary events of default, including a failure by Stanley to pay the principal of, premium, if any, interest or additional amounts, if any, on any indebtedness in excess of \$10,000,000, or acceleration of the maturity of such indebtedness in such amounts. In addition, each of the Stanley Notes, other than the Stanley Convertible Notes, are redeemable, in whole or in part, at the issuer’s option, at the redemption price set forth in the applicable officers’ certificate.

With respect to the Stanley 2013 Notes, upon the occurrence of a change of control triggering event, unless Stanley has exercised its option to redeem such notes as described above, Stanley will be required to make an offer to repurchase all outstanding Stanley 2013 Notes at a price in cash equal to 101% of the principal amount of such notes, in both cases plus any accrued and unpaid interest to, but not including, the purchase date.

The Stanley Convertible Notes were issued together with a forward common stock purchase contract (an “Equity Purchase Contract”) as Stanley’s Equity Units.

The Equity Purchase Contracts obligate the holders to purchase, on May 17, 2010, newly issued shares of Stanley’s common stock for \$320.0 million in cash. A maximum of 5.9 million shares of Stanley’s common stock may be issued on the May 17, 2010 settlement date, subject to adjustment for standard anti-dilution provisions. Equity Purchase Contract holders may elect to settle their obligation early, in cash.

At maturity, Stanley is obligated to repay the principal of the Stanley Convertible Notes in cash, and may elect to settle the conversion option value, if any, in either cash or shares of Stanley's common stock. The Stanley Convertible Notes bear interest at an annual rate of 3-month LIBOR minus 3.5%, reset quarterly (but never less than zero), and initially set at 1.85%. Interest is payable quarterly. The Stanley Convertible Notes are pledged as collateral to guarantee the holders' obligations to purchase common stock under the terms of the Equity Purchase Contract.

Stanley is obligated to remarket the Stanley Convertible Notes commencing on May 10, 2010 to the extent that holders of the Convertible Note element of an Equity Unit or holders of separate Stanley Convertible Notes elect to participate in the remarketing. Holders of Equity Units who elect to have the Convertible Note element of these units not participate in the remarketing must create a Treasury Unit (replace the Stanley Convertible Notes with a zero-coupon U.S. Treasury security as substitute collateral to guarantee their performance under the Equity Purchase Contract), settle the Equity Purchase Contract early or settle it in cash prior to May 17, 2010. Upon a successful remarketing, the proceeds will be utilized to satisfy in full the Equity Unit holders' obligations to purchase Stanley's common stock under the Equity Purchase Contract. In the event the remarketing of the Stanley Convertible Notes is not successful, the holders may elect to pay cash or to deliver the Stanley Convertible Notes to Stanley as consideration to satisfy their obligation to purchase common shares under the Equity Purchase Contract.

The conversion premium for the Stanley Convertible Notes is 18.9%, equivalent to the conversion price of \$64.50 based on the \$54.23 value of Stanley's common stock. Upon conversion on May 17, 2012 (or a cash merger event), Stanley will deliver to each holder of the Stanley Convertible Notes \$1,000 cash for the principal amount of the note. Additionally at conversion, to the extent, if any, that the conversion option is "in the money," Stanley will deliver, at its election, either cash or shares of Stanley's common stock based on an initial conversion rate of 15.4944 shares (equivalent to the conversion price set at \$64.50) and the applicable market value of Stanley's common stock. The ultimate conversion rate may be increased above 15.4944 shares in accordance with standard anti-dilution provisions applicable to the Stanley Convertible Notes or in the event of a cash merger. An increase in the ultimate conversion rate will apply if Stanley increases the per share common stock dividend rate during the five year term of the Stanley Convertible Notes; accordingly such changes to the conversion rate are within Stanley's control under its discretion regarding dividends it may declare. Also, the holders may elect to accelerate conversion, and "make whole" adjustments to the conversion rate may apply, in the event of a cash merger or "fundamental change." Subject to the foregoing, if the market value of Stanley's common shares is below the conversion price at conversion, (set at a rate equating to \$64.50 per share), the conversion option would be "out of the money" and Stanley would have no obligation to deliver any consideration beyond the \$1,000 principal payment required under each of the Stanley Convertible Notes.

The foregoing description of the Supplemental Indentures and the Stanley Indenture, including the related officers' certificates, is not complete and is qualified in its entirety by reference to the full and complete terms of (a) the Supplemental Indentures, which are incorporated herein by reference to Exhibits 4.1, 4.2, 4.3, 4.4 and 4.5 of Stanley Black & Decker, Inc.'s Current Report on Form 8-K filed with the SEC on March 12, 2010; (b) the Stanley Base Indenture (incorporated by reference to Exhibit 4(vi) to Stanley's Annual Report on Form 10-K for the year ended December 28, 2002); (c) the Stanley Certificate of Designated Officers establishing Terms of 3 1/2% Series A Senior Notes due 2007, 4 9/10% Series A Senior Notes

due 2012, 3¹/₂% Series B Senior Notes due 2007 and 4 9/10% Series B Senior Notes due 2012 (incorporated by reference to Exhibit 4(ii) to Stanley’s Quarterly Report on Form 10-Q for the quarter ended September 27, 2003); (d) the Stanley Officers’ Certificate relating to the 6.15% Notes due 2013 (incorporated by reference to Exhibit 4.1 to Stanley’s Current Report on Form 8-K dated September 29, 2008); (e) the Stanley Form of Officer’s Certificate, dated March 20, 2006, relating to the 5.00% Notes due 2010 (incorporated by reference to Exhibit 4.8 to Stanley’s Current Report on Form 8-K dated March 23, 2007); and (f) the Stanley Supplemental Indenture No. 1, dated as of March 20, 2007, between The Stanley Works and The Bank of New York Trust Company, as Trustee (incorporated by reference to Exhibit 4.3 to Stanley’s Current Report on Form 8-K dated March 23, 2007).

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

In connection with the completion of the Merger, Black & Decker requested that the NYSE file with the SEC a Notification of Removal from Listing and/or Registration under Section 12(b) of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”), on Form 25 in order to effect the delisting of the Common Stock from the NYSE. Additionally, Black & Decker intends to file with the SEC a Certification on Form 15 under the Exchange Act requesting the termination of registration under Section 12(g) and suspension of reporting obligations under Section 13 and 15(d) of the Exchange Act.

Item 3.03 Material Modifications to Rights of Security Holders.

As a result of the Merger, the Common Stock (other than any shares of Common Stock owned by Stanley or Merger Sub, which were canceled as a result of the Merger) was converted into the right to receive 1.275 shares of common stock, par value \$2.50 per share, of Stanley (and associated Series A Junior Participating Preferred Stock purchase rights), with cash paid in lieu of fractional shares. Upon the effective time of the Merger, holders of Common Stock immediately prior to the effective time of the merger ceased to have any rights as stockholders in Black & Decker (other than the right to receive the merger consideration). Following the completion of the Merger, the Common Stock, which traded under the symbol “BDK” on the NYSE, ceased to be listed on the NYSE. The information set forth in Item 2.01 of this Current Report on Form 8-K is incorporated by reference in this Item 3.03.

The information set forth in Item 2.03 of this Current Report on Form 8-K relating to the Stanley Guarantees is incorporated by reference in this Item 3.03.

Item 5.01 Changes in Control of Registrant.

As a result of the Merger, Black & Decker became a wholly owned subsidiary of Stanley and, accordingly, a change in control of Black & Decker occurred. The information set forth in Items 2.01 and 5.02 of this Current Report on Form 8-K is incorporated by reference in this Item 5.01. Stanley funded cash paid in lieu of fractional shares of Stanley common stock in the Merger through its cash on hand. To the knowledge of Black & Decker, there are no arrangements, including any pledge by any person of securities of Black & Decker or Stanley, the operation of which may at a subsequent date result in a further change of control of Black & Decker.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As a result of the Merger, each of the eleven directors of Black & Decker—Nolan D. Archibald, Norman R. Augustine, Barbara L. Bowles, George W. Buckley, M. Anthony Burns, Kim B. Clark, Manuel A. Fernandez, Benjamin H. Griswold, IV, Anthony Luiso, Robert L. Ryan and Mark H. Willes—ceased to be directors of Black & Decker as of the effective time of the Merger.

All of the named executive officers of Black & Decker will be terminated as officers of Black & Decker on March 12, 2010.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Pursuant to the Merger Agreement, at the effective time of the Merger, Black & Decker’s charter was amended in its entirety. The Amended and Restated Charter of Black & Decker is attached as Exhibit 3.1 and incorporated herein by reference.

Pursuant to the terms of the Merger Agreement and by action of the board of directors of Black & Decker, the bylaws of Merger Sub as in effect immediately prior to the effective time of the Merger became the bylaws of Black & Decker as of the effective time of the Merger, except that references to the name of Merger Sub were replaced with references to the name of Black & Decker. The bylaws of Black & Decker are attached as Exhibit 3.2 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
2.1	Agreement and Plan of Merger dated as of November 2, 2009, among The Black & Decker Corporation, The Stanley Works and Blue Jay Acquisition Corp. (incorporated by reference to Exhibit 2.1 of Black & Decker’s Current Report on Form 8-K, filed with the SEC on November 3, 2009).
3.1	Amended and Restated Charter of The Black & Decker Corporation.
3.2	Bylaws of The Black & Decker Corporation.
4.1	364-Day Credit Agreement dated as of March 12, 2010, among Stanley Black & Decker, Inc., The Black & Decker Corporation, as Subsidiary Guarantor, and each of the initial lenders named therein, Citibank, N.A., as Administrative Agent, Citigroup Global Markets Inc. and Banc of America Securities LLC, as Lead Arrangers and Book runners, and Bank of America, N.A., as Syndication Agent (incorporated by reference to Exhibit 10.4 of Stanley Black & Decker, Inc.’s Current Report on Form 8-K filed with the SEC on March 12, 2010).
4.2	Subsidiary Guaranty dated March 12, 2010 by The Black & Decker Corporation in favor of the Administrative Agent and the Lenders.

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- 4.3 Second Supplemental Indenture dated as of March 12, 2010 to the Indenture dated as of November 1, 2002 between The Stanley Works and The Bank of New York Mellon Trust Company, as successor trustee to JPMorgan Chase Bank, N.A. (incorporated by reference to Exhibit 4.1 of Stanley Black & Decker, Inc.'s Current Report on Form 8-K filed with the SEC on March 12, 2010).
- 4.4 Third Supplemental Indenture dated as of March 12, 2010, to the Indenture dated as of November 16, 2006 between The Black & Decker Corporation and The Bank of New York, as trustee (incorporated by reference to Exhibit 4.2 of Stanley Black & Decker, Inc.'s Current Report on Form 8-K filed with the SEC on March 12, 2010).
- 4.5 First Supplemental Indenture dated as of March 12, 2010, to the Indenture dated as of October 18, 2004 between The Black & Decker Corporation and the Bank of New York as trustee (incorporated by reference to Exhibit 4.3 of Stanley Black & Decker, Inc.'s Current Report on Form 8-K filed with the SEC on March 12, 2010).
- 4.6 First Supplemental Indenture dated as of March 12, 2010, to the Indenture dated as of June 5, 2001 between The Black & Decker Corporation and the Bank of New York, as trustee (incorporated by reference to Exhibit 4.4 of Stanley Black & Decker, Inc.'s Current Report on Form 8-K filed with the SEC on March 12, 2010).
- 4.7 First Supplemental Indenture dated as of March 12, 2010, to the Indenture dated as of June 26, 1998, by and among Black & Decker Holdings, Inc., as issuer, The Black & Decker Corporation, as guarantor and The First National Bank of Chicago, as trustee (incorporated by reference to Exhibit 4.5 of Stanley Black & Decker, Inc.'s Current Report on Form 8-K filed with the SEC on March 12, 2010).

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- 4.8 Indenture, dated as of November 1, 2002 between the Company and JPMorgan Chase Bank, as trustee, defining the rights of holders of 3 1/2% Notes Due November 1, 2007 and 4 9/10% Notes due November 1, 2012 (incorporated by reference to Exhibit 4(vi) of Stanley's Annual Report on Form 10-K for the year ended December 28, 2002).
- 4.9 Stanley Certificate of Designated Officers establishing Terms of 3 1/2% Series A Senior Notes due 2007, 4 9/10% Series A Senior Notes due 2012, 3 1/2% Series B Senior Notes due 2007 and 4 9/10% Series B Senior Notes due 2012 (incorporated by reference to Exhibit 4(ii) to Stanley's Quarterly Report on Form 10-Q for the quarter ended September 27, 2003).
- 4.10 Stanley Officers' Certificate relating to the 6.15% Notes due 2013 (incorporated by reference to Exhibit 4.1 to Stanley's Current Report on Form 8-K dated September 29, 2008).
- 4.11 Stanley Form of Officer's Certificate, dated March 20, 2006, relating to the 5.00% Notes due 2010 (incorporated by reference to Exhibit 4.8 to Stanley's Current Report on Form 8-K dated March 23, 2007).
- 4.12 Supplemental Indenture No. 1, dated as of March 20, 2007, between The Stanley Works and The Bank of New York Trust Company, as Trustee (incorporated by reference to Exhibit 4.3 to Stanley's Current Report on Form 8-K dated March 23, 2007).
- 99.1 Press release dated March 12, 2010, announcing the completion of the Merger (incorporated by reference to Exhibit 99.2 of Stanley Black & Decker, Inc.'s Current Report on Form 8-K filed with the SEC on March 12, 2010).

THE BLACK & DECKER CORPORATION

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE BLACK & DECKER CORPORATION

By: /s/ CHARLES E. FENTON
 Charles E. Fenton
 Senior Vice President and General Counsel

Date: March 12, 2010

**THE BLACK & DECKER CORPORATION
AMENDED AND RESTATED CHARTER**

ARTICLE I

NAME

The name of the corporation (the “Corporation”) is “The Black & Decker Corporation”.

ARTICLE II

PURPOSE

The purposes for which the Corporation is formed are to engage in any lawful act or activity for which corporations may be organized under the general laws of the State of Maryland as now or hereafter in force.

ARTICLE III

PRINCIPAL OFFICE

The address of the principal office of the Corporation in the State of Maryland is c/o The Corporation Trust Incorporated, 351 West Camden Street, Baltimore, Maryland 21201.

ARTICLE IV

RESIDENT AGENT

The name of the resident agent of the Corporation in the State of Maryland is The Corporation Trust Incorporated, and its address is 351 West Camden Street, Baltimore, Maryland 21201. The resident agent is a Maryland corporation.

ARTICLE V

**PROVISIONS FOR DEFINING, LIMITING
AND REGULATING CERTAIN POWERS OF THE
CORPORATION AND OF THE STOCKHOLDERS AND DIRECTORS**

Section 5.1 Number of Directors. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors. The number of directors of the Corporation is three, which number may be increased or decreased pursuant to the Bylaws of the Corporation (the “Bylaws”), but shall never be less than the minimum number required by the Maryland General Corporation Law (the “MGCL”). The names of the directors who shall serve until the next annual meeting of stockholders and until their successors are duly elected and qualify are:

Bruce H. Beatt
Kathryn P. Sherer
Donald J. Riccitelli

The directors may increase the number of directors and may fill any vacancy, whether resulting from an increase in the number of directors or otherwise, on the Board of Directors in the manner provided in the Bylaws.

Section 5.2 Authorization by Board of Stock Issuance. The Board of Directors may authorize the issuance from time to time of shares of stock of the Corporation of any class or series, whether now or hereafter authorized, or securities or rights convertible into shares of its stock of any class or series, whether now or hereafter authorized, for such consideration as the Board of Directors may deem advisable (or without consideration in the case of a stock split or stock dividend), subject to such restrictions or limitations, if any, as may be set forth in the charter (the “Charter”) or the Bylaws.

Section 5.3 Indemnification. The Corporation shall have the power, to the full extent permitted by, and in the manner permissible under, the laws of the State of Maryland and other applicable laws and regulations, to indemnify, and pay and advance expenses for the benefit of, any person who is or was an employee or agent of the Corporation, or who is or was serving at the request of the Corporation as an employee or agent of another corporation or entity, or who is or was serving as an officer or director of the Corporation or at the request of the Corporation as an officer or director (or similar position) of another corporation or entity, who by reason of his or her position was, is, or is threatened to be made a party to an action or proceeding, whether civil, criminal, administrative, or investigative, against any and all expenses (including, but not limited to, attorneys’ fees, judgments, fines, penalties and amounts paid in settlement) actually incurred by the director, officer, employee or agent in connection with the proceeding. The Corporation shall have the power to indemnify, and to pay and advance expenses for the benefit of, any individual who served a predecessor of the Corporation in any of the capacities described above. Repeal or modification of this Section 5.3 or the relevant law shall not affect adversely any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit, or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

Section 5.4 Appraisal Rights. Holders of shares of stock shall not be entitled to exercise any rights of an objecting stockholder provided for under Title 3, Subtitle 2 of the MGCL or any successor statute unless the Board of Directors, upon the affirmative vote of a majority of the Board of Directors, shall determine that such rights apply, with respect to all or any classes or series of stock, to one or more transactions occurring after the date of such determination in connection with which holders of such shares would otherwise be entitled to exercise such rights.

Section 5.5 Extraordinary Actions. Notwithstanding any provision of law permitting or requiring any action to be taken or approved by the affirmative vote of the holders of shares entitled to cast a greater number of votes, any such action shall be effective and valid if declared advisable by the Board of Directors and taken or approved by the affirmative vote of holders of shares entitled to cast a majority of all the votes entitled to be cast on the matter.

Section 5.6 Consent in Lieu of Meeting. Any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting if a consent in writing or by electronic transmission of stockholders entitled to cast not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting of stockholders is delivered to the Corporation in accordance with the MGCL.

ARTICLE VI

STOCK

Section 6.1 Authorized Shares. The Corporation has authority to issue 100 shares of stock, consisting of 100 shares of common stock, \$0.01 par value per share. The aggregate par value of all authorized shares of stock having par value is \$1.00. The Board of Directors, with the approval of a majority of the entire Board and without any action by the stockholders of the Corporation, may amend the Charter from time to time to increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class or series that the Corporation has authority to issue.

Section 6.2 Classified or Reclassified Shares. The Board of Directors may reclassify any unissued shares of stock of the Corporation from time to time in one or more classes or series of stock. If shares of one class of stock are classified or reclassified into shares of another class of stock pursuant to this Article VI, the number of authorized shares of the former class shall be automatically decreased and the number of shares of the latter class shall be automatically increased, in each case by the number of shares so classified or reclassified, so that the aggregate number of shares of stock of all classes that the Corporation has authority to issue shall not be more than the total number of shares of stock set forth in the first sentence of Section 6.1. Prior to issuance of classified or reclassified shares of any class or series, the Board of Directors by resolution shall: (i) designate that class or series to distinguish it from all other classes and series of stock of the Corporation; (ii) specify the number of shares to be included in the class or series; (iii) set or change, subject to the express terms of any class or series of stock of the Corporation outstanding at the time, the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications and terms and conditions of redemption for each class or series; and (iv) cause the Corporation to file articles supplementary with the State Department of Assessments and Taxation of Maryland. Any of the terms of any class or series of stock set or changed pursuant to clause (iii) of this Section 6.2 may be made dependent upon facts or events ascertainable outside the Charter (including determinations by the Board of Directors or other facts or events within the control of the Corporation) and may vary among holders thereof, provided that the manner in which such facts, events or variations shall operate upon the terms of such class or series of stock is clearly and expressly set forth in the articles supplementary or other charter document.

Section 6.3 Charter and Bylaws. The rights of all stockholders and the terms of all stock are subject to the provisions of the Charter and the Bylaws. The Board of Directors of the Corporation shall have the exclusive power to make, alter, amend or repeal the Bylaws.

ARTICLE VII

AMENDMENTS

The Corporation reserves the right from time to time to make any amendment to its Charter, now or hereafter authorized by law, including any amendment altering the terms or contract rights, as expressly set forth in the Charter, of any shares of outstanding stock. All rights and powers conferred by the Charter on stockholders, directors and officers are granted subject to this reservation.

ARTICLE VIII

LIMITATION OF LIABILITY

To the fullest extent permitted by Maryland law, as it may be amended from time to time, no person who at any time was or is a director or officer of the Corporation shall be personally liable to the Corporation or its stockholders for money damages. No amendment of the Charter or repeal of any of its provisions shall limit or eliminate any of the benefits provided to directors and officers under this Article VIII in respect of any act or omission that occurred prior to such amendment or repeal.

THE BLACK & DECKER CORPORATION
AMENDED AND RESTATED BYLAWS

ARTICLE I
OFFICES

The principal office of the Corporation in the State of Maryland shall be located at such place as the Board of Directors may designate. The Corporation may have additional offices, including a principal executive office, at such places as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. **PLACE**. All meetings of stockholders shall be held at the principal executive office of the Corporation or at such other place as shall be set in accordance with these Bylaws and stated in the notice of the meeting.

Section 2. **ANNUAL MEETING**. An annual meeting of the stockholders for the election of directors and the transaction of any business within the powers of the Corporation shall be held on the date and at the time and place set by the Board of Directors.

Section 3. **SPECIAL MEETINGS**. The chairman of the Board of Directors, the president or the Board of Directors may call a special meeting of stockholders. A special meeting of stockholders shall be held on the date and at the time and place set by the chairman of the Board of Directors, president or Board of Directors, whoever has called the meeting. A special meeting of stockholders shall also be called by the secretary of the Corporation upon the written request of stockholders entitled to cast not less than a majority of all the votes entitled to be cast at such meeting stating the purpose of such meeting and the matters proposed to be acted on at such meeting, and any such special meeting shall be held on the date and at the time and place set by the Board of Directors. No business shall be transacted at a special meeting of stockholders except as specifically designated in the notice.

Section 4. **NOTICE**. Not less than ten nor more than 90 days before each meeting of stockholders, the secretary shall give to each stockholder entitled to vote at such meeting and to each stockholder not entitled to vote who is entitled to notice of the meeting notice in writing or by electronic transmission stating the time and place of the meeting and, in the case of a special meeting or as otherwise may be required by any statute, the purpose for which the meeting is called, by mail, by presenting it to such stockholder personally, by leaving it at the stockholder's residence or usual place of business or by any other means permitted by Maryland law. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the stockholder at the stockholder's address as it appears on the records of the Corporation, with postage thereon prepaid. If transmitted electronically, such notice shall be deemed to be given when transmitted to the stockholder by an electronic transmission to any address or number of the stockholder at which the stockholder receives electronic transmissions.

Section 5. ORGANIZATION AND CONDUCT. Every meeting of stockholders shall be conducted by an individual appointed by the Board of Directors to be the chairman of the meeting or, in the absence of such appointment or appointed individual, by the chairman of the Board of Directors or, in the case of a vacancy in the office or absence of the chairman of the Board of Directors, by one of the following officers present at the meeting in the following order: the president, the vice presidents in their order of rank and seniority, or, in the absence of such officers, a chairman chosen by the stockholders by the vote of a majority of the votes cast by stockholders present in person or by proxy. The secretary or, in the secretary's absence, an assistant secretary or, in the absence of the secretary and all assistant secretaries, an individual appointed by the Board of Directors or, in the absence of such appointment or appointed person, an individual appointed by the chairman of the meeting shall act as secretary and record the minutes of the meeting. The order of business and all other matters of procedure at any meeting of stockholders shall be determined by the chairman of the meeting. The chairman of the meeting may prescribe such rules, regulations and procedures and take such action as, in the discretion of the chairman and without any action by the stockholders, are appropriate for the proper conduct of the meeting.

Section 6. QUORUM. At any meeting of stockholders, the presence in person or by proxy of stockholders entitled to cast a majority of all the votes entitled to be cast at such meeting on any matter shall constitute a quorum; but this section shall not affect any requirement under any statute or the charter of the Corporation (the "Charter") for the vote necessary for the approval of any matter. If such quorum is not established at any meeting of stockholders, the chairman of the meeting may conclude the meeting or adjourn the meeting from time to time to a date not more than 120 days after the original record date without notice other than announcement at the meeting. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. VOTING. A plurality of all the votes cast at a meeting of stockholders duly called and at which a quorum is present shall be sufficient to elect a director. Each share may be voted for as many individuals as there are directors to be elected and for whose election the share is entitled to be voted. A majority of the votes cast at a meeting of stockholders duly called and at which a quorum is present shall be sufficient to approve any other matter which may properly come before the meeting, unless more than a majority of the votes cast is required by statute or by the Charter. Unless otherwise provided by statute or by the Charter, each outstanding share, regardless of class, shall entitle the holder thereof to cast one vote on each matter submitted to a vote at a meeting of stockholders. Voting on any question or in any election may be *viva voce* unless the chairman of the meeting shall order that voting be by ballot or otherwise.

Section 8. PROXIES. A stockholder may vote in person or by proxy executed by the stockholder or by the stockholder's duly authorized agent in any manner permitted by law. Such proxy or evidence of authorization of such proxy shall be filed with the secretary of the Corporation before or at the meeting. No proxy shall be valid more than eleven months after its date unless otherwise provided in the proxy.

Section 9. TELEPHONE MEETINGS. The Board of Directors or the chairman of the meeting may permit stockholders to participate in a meeting by means of a conference telephone or other communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at the meeting.

Section 10. STOCKHOLDERS' CONSENT IN LIEU OF MEETING. Any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting if a consent in writing or by electronic transmission of stockholders entitled to cast not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting of stockholders is delivered to the Corporation in accordance with the Maryland General Corporation Law (the "MGCL"). The Corporation shall give notice of any action taken by less than unanimous consent to each stockholder not later than ten days after the effective time of such action.

Section 11. CONTROL SHARE ACQUISITION ACT. Notwithstanding any other provision of the charter of the Corporation or these Bylaws, Title 3, Subtitle 7 of the MGCL, shall not apply to any acquisition by any person of shares of stock of the Corporation. This section may be repealed, in whole or in part, at any time, whether before or after an acquisition of control shares and, upon such repeal, may, to the extent provided by any successor bylaw, apply to any prior or subsequent control share acquisition.

ARTICLE III

DIRECTORS

Section 1. GENERAL POWERS. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors.

Section 2. NUMBER AND TENURE. At any regular meeting or at any special meeting called for that purpose, a majority of the entire Board of Directors may establish, increase or decrease the number of directors, provided that the number thereof shall never be less than the minimum number required by the MGCL nor more than fifteen, and further provided that the tenure of office of a director shall not be affected by any decrease in the number of directors.

Section 3. MEETINGS. An annual meeting of the Board of Directors may be held immediately after and at the same place as the annual meeting of stockholders, no notice other than this Bylaw being necessary. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings of the Board of Directors without other notice than such resolution. Special meetings of the Board of Directors may be called by or at the request of the chairman of the Board of Directors, the president or a majority of the directors then in office. The person or persons authorized to call special meetings of the Board of Directors may fix any place as the place for holding any special meeting of the Board of Directors called by them.

Section 4. NOTICE. Notice of any special meeting of the Board of Directors shall be delivered personally or by telephone, electronic mail, facsimile transmission, courier or United States mail to each director at his or her business or residence address. Notice by personal delivery, courier, telephone, electronic mail or facsimile transmission shall be given at least two days prior to the meeting. Notice by United States mail shall be given at least three days prior to the meeting. Notice by courier shall be deemed to be given when deposited with or delivered to a courier properly addressed. Telephone notice shall be deemed to be given when the director or his or her agent is personally given such notice in a telephone call to which the director or his or her agent is a party. Electronic mail notice shall be deemed to be given upon transmission of the message to the electronic mail address given to the Corporation by the director. Facsimile transmission notice shall be deemed to be given upon completion of the transmission of the message to the number given to the Corporation by the director and receipt of a completed answer-back indicating receipt. Notice by United States mail shall be deemed to be given when deposited in the United States mail properly addressed, with postage thereon prepaid. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the Board of Directors need be stated in the notice, unless specifically required by statute or these Bylaws.

Section 5. QUORUM. A majority of the directors shall constitute a quorum for transaction of business at any meeting of the Board of Directors, provided that, if less than a majority of such directors is present at such meeting, a majority of the directors present may adjourn the meeting from time to time without further notice, and provided further that if, pursuant to applicable law, the Charter or these Bylaws, the vote of a majority or other percentage of a particular group of directors is required for action, a quorum must also include a majority or such other percentage of such group.

Section 6. VOTING. The action of a majority of the directors present at a meeting at which a quorum is present shall be the action of the Board of Directors, unless the concurrence of a greater proportion is required for such action by applicable law, the Charter or these Bylaws.

Section 7. ORGANIZATION. At each meeting of the Board of Directors, the chairman of the Board of Directors or, in the absence of the chairman, the president or, in the absence of the president, a director chosen by a majority of the directors present, shall act as the chairman of the meeting. The secretary or, in his or her absence, an assistant secretary of the Corporation or, in the absence of the secretary and all assistant secretaries, an individual appointed by the chairman of the meeting, shall act as secretary of the meeting.

Section 8. TELEPHONE MEETINGS. Directors may participate in a meeting by means of a conference telephone or other communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means shall constitute presence in person at the meeting.

Section 9. CONSENT BY DIRECTORS WITHOUT A MEETING. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if a consent in writing or by electronic transmission to such action is given by each director and is filed with the minutes of proceedings of the Board of Directors.

Section 10. VACANCIES. If for any reason any or all of the directors cease to be directors, such event shall not terminate the Corporation or affect these Bylaws or the powers of the remaining directors hereunder. Any vacancy on the Board of Directors for any cause other than an increase in the number of directors may be filled by a majority of the remaining directors, even if such majority is less than a quorum. Any vacancy in the number of directors created by an increase in the number of directors may be filled by a majority vote of the entire Board of Directors. Any individual so elected as director shall serve until the next annual meeting of stockholders and until his or her successor is elected and qualifies.

Section 11. COMPENSATION. Directors shall not receive any stated salary for their services as directors but, by resolution of the Board of Directors, may receive compensation per year and/or per meeting and/or per visit to real property or other facilities owned or leased by the Corporation and for any service or activity they performed or engaged in as directors. Directors may be reimbursed for expenses of attendance, if any, at each annual, regular or special meeting of the Board of Directors or of any committee thereof and for their expenses, if any, in connection with each property visit and any other service or activity they perform or engage in as directors; but nothing herein contained shall be construed to preclude any directors from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12. RATIFICATION. The Board of Directors or the stockholders may ratify and make binding on the Corporation any action or inaction by the Corporation or its officers to the extent that the Board of Directors or the stockholders could have originally authorized the matter and, if so ratified, shall have the same force and effect as if the questioned action or inaction had been originally duly authorized, and such ratification shall be binding upon the Corporation and its stockholders and shall constitute a bar to any claim or execution of any judgment in respect of such questioned action or inaction.

Section 13. CERTAIN RIGHTS OF DIRECTORS AND OFFICERS. A director who is not also an officer of the Corporation shall have no responsibility to devote his or her full time to the affairs of the Corporation. Any director or officer, in his or her personal capacity or in a capacity as an affiliate, employee, or agent of any other person, or otherwise, may have business interests and engage in business activities similar to, in addition to or in competition with those of or relating to the Corporation.

ARTICLE IV

COMMITTEES

Section 1. FORMATION AND POWERS. The Board of Directors may appoint from among its members one or more committees, composed of one or more directors, to

serve at the pleasure of the Board of Directors. The Board of Directors may delegate to committees appointed under Section 1 of this Article any of the powers of the Board of Directors, except as prohibited by law.

Section 2. MEETINGS. Notice of committee meetings shall be given in the same manner as notice for regular and special meetings of the Board of Directors. A majority of the members of the committee shall constitute a quorum for the transaction of business at any meeting of the committee. The act of a majority of the committee members present at a meeting shall be the act of such committee. The Board of Directors may designate a chairman of any committee, and such chairman or, in the absence of a chairman, any two members of any committee (if there are at least two members of the committee) may fix the time and place of its meeting unless the Board of Directors shall otherwise provide. Members of a committee of the Board of Directors may participate in a meeting by means of a conference telephone or other communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means shall constitute presence in person at the meeting. Any action required or permitted to be taken at any meeting of a committee of the Board of Directors may be taken without a meeting, if a consent in writing or by electronic transmission to such action is given by each member of the committee and is filed with the minutes of proceedings of such committee.

Section 3. VACANCIES. Subject to the provisions hereof, the Board of Directors shall have the power at any time to change the membership of any committee, to fill any vacancy, to designate an alternate member to replace any absent or disqualified member or to dissolve any such committee.

ARTICLE V

OFFICERS

Section 1. GENERAL PROVISIONS. The officers of the Corporation shall include a president, a secretary and a treasurer and may include a chairman of the Board of Directors, a chief executive officer, one or more vice presidents, a chief financial officer, one or more assistant secretaries, one or more assistant treasurers and such other officers with such powers and duties as they shall deem necessary or desirable. The duties of the officers of the Corporation shall be as set forth in these Bylaws and from time to time prescribed by the Board of Directors. The officers of the Corporation shall be appointed by the Board of Directors, except that the president may from time to time appoint one or more vice presidents, assistant secretaries and assistant treasurers or other officers. Each officer shall serve until his or her successor is appointed and qualifies or until his or her death or his or her resignation or removal in the manner hereinafter provided. Any two or more offices except president and vice president may be held by the same person. Appointment of an officer or agent shall not of itself create contract rights between the Corporation and such officer or agent.

Section 2. REMOVAL AND RESIGNATION. Any officer or agent of the Corporation may be removed, with or without cause, by the Board of Directors if in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without

prejudice to the contract rights, if any, of the person so removed. Any officer of the Corporation may resign at any time by delivering his or her resignation to the Board of Directors, the chairman of the Board of Directors, the president or the secretary. Any resignation shall take effect immediately upon its receipt or at such later time specified in the resignation. The acceptance of a resignation shall not be necessary to make it effective unless otherwise stated in the resignation. Such resignation shall be without prejudice to the contract rights, if any, of the Corporation.

Section 3. VACANCIES. A vacancy in any office may be filled by the Board of Directors.

Section 4. COMPENSATION. The compensation of the officers shall be fixed from time to time by or under the authority of the Board of Directors and no officer shall be prevented from receiving such compensation by reason of the fact that he or she is also a director.

ARTICLE VI

CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. CONTRACTS. The Board of Directors may authorize any officer or agent to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances. Any agreement, deed, mortgage, lease or other document shall be valid and binding upon the Corporation when duly authorized or ratified by action of the Board of Directors and executed by an authorized person.

Section 2. CHECKS AND DRAFTS. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or agent of the Corporation in such manner as shall from time to time be determined by the Board of Directors.

Section 3. DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited or invested from time to time to the credit of the Corporation as the Board of Directors, the president, the treasurer or any other officer designated by the Board of Directors may determine.

ARTICLE VII

STOCK

Section 1. CERTIFICATES. Except as may be otherwise provided by the Board of Directors, stockholders of the Corporation are not entitled to certificates representing the shares of stock held by them. In the event that the Corporation issues shares of stock represented by certificates, such certificates shall be in such form as prescribed by the Board of Directors or a duly authorized officer, shall contain the statements and information required by

the MGCL and shall be signed by the officers of the Corporation in the manner permitted by the MGCL. In the event that the Corporation issues shares of stock without certificates, to the extent then required by the MGCL, the Corporation shall provide to the record holders of such shares a written statement of the information required by the MGCL to be included on stock certificates. There shall be no differences in the rights and obligations of stockholders based on whether or not their shares are represented by certificates.

Section 2. TRANSFERS. All transfers of shares of stock shall be made on the books of the Corporation, by the holder of the shares, in person or by his or her attorney, in such manner as the Board of Directors or any officer of the Corporation may prescribe and, if such shares are certificated, upon surrender of certificates duly endorsed. The issuance of a new certificate upon the transfer of certificated shares is subject to the determination of the Board of Directors that such shares shall no longer be represented by certificates. Upon the transfer of any uncertificated shares, to the extent then required by the MGCL, the Corporation shall provide to the record holders of such shares a written statement of the information required by the MGCL to be included on stock certificates.

Section 3. REPLACEMENT CERTIFICATE. Any officer of the Corporation may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, destroyed, stolen or mutilated, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, destroyed, stolen or mutilated; provided, however, if such shares have ceased to be certificated, no new certificate shall be issued unless requested in writing by such stockholder and the Board of Directors has determined that such certificates may be issued. Unless otherwise determined by an officer of the Corporation, the owner of such lost, destroyed, stolen or mutilated certificate or certificates, or his or her legal representative, shall be required, as a condition precedent to the issuance of a new certificate or certificates, to give the Corporation a bond in such sums as it may direct as indemnity against any claim that may be made against the Corporation.

Section 4. FIXING OF RECORD DATE. The Board of Directors may set, in advance, a record date for the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or determining stockholders entitled to receive payment of any dividend or the allotment of any other rights, or in order to make a determination of stockholders for any other proper purpose. Such date, in any case, shall not be prior to the close of business on the day the record date is fixed and shall be not more than 90 days and, in the case of a meeting of stockholders, not less than ten days, before the date on which the meeting or particular action requiring such determination of stockholders of record is to be held or taken.

Section 5. STOCK LEDGER. The Corporation shall maintain at its principal office or at the office of its counsel, accountants or transfer agent, an original or duplicate stock ledger containing the name and address of each stockholder and the number of shares of each class held by such stockholder.

Section 6. FRACTIONAL STOCK. The Board of Directors may authorize the Corporation to issue fractional shares of stock or authorize the issuance of scrip, all on such terms and under such conditions as it may determine.

ARTICLE VIII
ACCOUNTING YEAR

The Board of Directors shall have the power, from time to time, to fix the fiscal year of the Corporation by a duly adopted resolution.

ARTICLE IX
DISTRIBUTIONS

Section 1. AUTHORIZATION. Dividends and other distributions upon the stock of the Corporation may be authorized by the Board of Directors, subject to the provisions of law and the Charter. Dividends and other distributions may be paid in cash, property or stock of the Corporation, subject to the provisions of law and the Charter.

Section 2. CONTINGENCIES. Before payment of any dividends or other distributions, there may be set aside out of any assets of the Corporation available for dividends or other distributions such sum or sums as the Board of Directors may from time to time, in its absolute discretion, think proper as a reserve fund for contingencies, for equalizing dividends or other distributions, for repairing or maintaining any property of the Corporation or for such other purpose as the Board of Directors shall determine, and the Board of Directors may modify or abolish any such reserve.

ARTICLE X
SEAL

The Board of Directors may authorize the adoption of a seal by the Corporation. The seal shall contain the name of the Corporation and the year of its incorporation and the words "Incorporated Maryland." The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof. Whenever the Corporation is permitted or required to affix its seal to a document, it shall be sufficient to meet the requirements of any law, rule or regulation relating to a seal to place the word "(SEAL)" adjacent to the signature of the person authorized to execute the document on behalf of the Corporation.

ARTICLE XI
INDEMNIFICATION AND ADVANCE OF EXPENSES

The Corporation to the full extent permitted by, and in the manner permissible under, the laws of the State of Maryland and other applicable laws and regulations, (i) may indemnify any person who is or was an employee or agent of the Corporation or who is or was serving at the request of the Corporation as an employee or agent of another corporation or entity

and (ii) shall indemnify, and shall pay and advance expenses for the benefit of, any person who is or was an officer or director of the Corporation or at the request of the Corporation an officer or director of another corporation or entity, or as a trustee, fiduciary or other representative of an employee benefit plan, who by reason of his or her position was, is, or is threatened to be made a party to any action or proceeding, whether civil, criminal, administrative, or investigative, against any and all expenses (including, but not limited to, attorneys' fees, judgments, fines, penalties and amounts paid in settlement) actually incurred by the director, officer, employee or agent in connection with the proceeding. Repeal or modification of this section or the relevant law shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

ARTICLE XII

WAIVER OF NOTICE

Whenever any notice of a meeting is required to be given pursuant to the Charter or these Bylaws or pursuant to applicable law, a waiver thereof, in writing or by electronic transmission, given by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Neither the business to be transacted at nor the purpose of any meeting need be set forth in a waiver of notice of any meeting, unless specifically required by statute. The attendance of any person at any meeting shall constitute a waiver of notice of such meeting, except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE XIII

AMENDMENT OF BYLAWS

The Board of Directors shall have the exclusive power to adopt, alter or repeal any provision of these Bylaws and to make new Bylaws.

SUBSIDIARY GUARANTY

SUBSIDIARY GUARANTY dated as of March 12, 2010 made by The Black & Decker Corporation, a Maryland corporation (the "Guarantor"), in favor of the Administrative Agent and the Lenders (as defined in the Credit Agreement referred to below).

PRELIMINARY STATEMENT. Stanley Black & Decker, Inc. (formerly known as The Stanley Works), a Connecticut corporation (the "Company"), and the parent company of the Guarantor, is party to an Amended and Restated Credit Agreement dated as of February 27, 2008, and Amendment No. 1 thereto dated as of February 17, 2009 (such Credit Agreement, as so amended, the "Credit Agreement"; capitalized terms used herein have the meanings assigned to such terms in the Credit Agreement). The Guarantor may receive, directly or indirectly, a portion of the proceeds of the Advances under the Credit Agreement and will derive substantial direct and indirect benefits from the transactions contemplated by the Credit Agreement. It is a condition precedent to the effectiveness of Amendment No. 2 to the Credit Agreement dated as of the date hereof (the "Amendment") and the continued making of Advances by the Lenders under the Credit Agreement from time to time that the Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to enter into the Amendment and to make Advances under the Credit Agreement from time to time, the Guarantor hereby agrees as follows:

SECTION 1. Guaranty; Limitation of Liability. (a) To induce the other parties to enter into the Amendment and for other valuable consideration, receipt of which is hereby acknowledged, the Guarantor hereby unconditionally and irrevocably guarantees to the Administrative Agent, each Lender and their respective successors and permitted assigns the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the principal of and interest on the Advances to and the Notes of each other Loan Party and all other amounts whatsoever now or hereafter payable or becoming payable by each other Loan Party under the Credit Agreement and each other Loan Document, in each case strictly in accordance with the terms thereof (collectively, the "Guaranteed Obligations"). The Guarantor hereby further agrees that if any other Loan Party shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, the Guarantor will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal. This Section 1 is a continuing guaranty and is a guaranty of payment and is not merely a guaranty of collection and shall apply to all Guaranteed Obligations whenever arising.

(b) The Guarantor, and by its acceptance of this Guaranty, the Administrative Agent and each Lender, hereby confirms that it is the intention of all such Persons that this Guaranty and the obligations of the Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of any bankruptcy law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent

applicable to this guaranty and the obligations of the Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the Lenders and the Guarantor hereby irrevocably agree that the obligations of the Guarantor under this Guaranty at any time shall be limited to the maximum amount as will result in the obligations of the Guarantor under this Guaranty not constituting a fraudulent transfer or conveyance.

SECTION 2. Acknowledgments, Waivers and Consents. The Guarantor agrees that its obligations under this Guaranty shall be primary, absolute, irrevocable and unconditional under any and all circumstances and that the guaranty herein is made with respect to any Guaranteed Obligations now existing or in the future arising. Without limiting the foregoing, the Guarantor agrees that:

(a) The occurrence of any one or more of the following shall not affect the enforceability or effectiveness of this Guaranty in accordance with its terms or affect, limit, reduce, discharge or terminate the liability of the Guarantor, or the rights, remedies, powers and privileges of the Administrative Agent or any Lender, under this Guaranty:

(i) any modification or amendment (including by way of amendment, extension, renewal or waiver), or any acceleration or other change in the time for payment or performance of the terms of all or any part of the Guaranteed Obligations or any Loan Document, or any other agreement or instrument whatsoever relating thereto, or any modification of the Commitments;

(ii) any release, termination, waiver, abandonment, lapse or expiration, subordination or enforcement of the liability of any other guaranty of all or any part of the Guaranteed Obligations;

(iii) any application of the proceeds of any other guaranty (including the obligations of any other guarantor of all or any part of the Guaranteed Obligations) to all or any part of the Guaranteed Obligations in any such manner and to such extent as the Administrative Agent may determine;

(iv) any release of any other Person (including any other guarantor with respect to all or any part of the Guaranteed Obligations) from any personal liability with respect to all or any part of the Guaranteed Obligations;

(v) any settlement, compromise, release, liquidation or enforcement, upon such terms and in such manner as the Administrative Agent may determine or as applicable law may dictate, of all or any part of the Guaranteed Obligations or any other guaranty of (including any letter of credit issued with respect to) all or any part of the Guaranteed Obligations;

(vi) the giving of any consent to the merger or consolidation of, the sale of substantial assets by, or other restructuring or termination of the corporate existence of, any other Loan Party or any other Person or any disposition of any shares of any Loan Party;

(vii) any proceeding against any other Loan Party or any other guarantor of all or any part of the Guaranteed Obligations or any collateral provided by any other Person or the exercise of any rights, remedies, powers and privileges of the Administrative Agent and the Lenders under the Loan Documents or otherwise in such order and such manner as the Administrative Agent may determine, regardless of whether the Administrative Agent or the Lenders shall have proceeded against or exhausted any collateral, right, remedy, power or privilege before proceeding to call upon or otherwise enforce this Guaranty;

(viii) the entering into such other transactions or business dealings with any other Loan Party, any Subsidiary or affiliate thereof or any other guarantor of all or any part of the Guaranteed Obligations as the Administrative Agent or any Lender may desire; or

(ix) all or any combination of any of the actions set forth in this Section 2(a).

(b) The enforceability and effectiveness of this Guaranty and the liability of the Guarantor, and the rights, remedies, powers and privileges of the Administrative Agent and the Lenders, under this Guaranty shall not be affected, limited, reduced, discharged or terminated, and the Guarantor hereby expressly waives to the fullest extent permitted by law any defense now or in the future arising, by reason of:

(i) the illegality, invalidity or unenforceability of all or any part of the Guaranteed Obligations, any Loan Document or any other agreement or instrument whatsoever relating to all or any part of the Guaranteed Obligations;

(ii) any disability or other defense with respect to all or any part of the Guaranteed Obligations, including the effect of any statute of limitations that may bar the enforcement of all or any part of the Guaranteed Obligations or the obligations of any other guarantor of all or any part of the Guaranteed Obligations;

(iii) the illegality, invalidity or unenforceability of any security for or other guaranty (including any letter of credit) of all or any part of the Guaranteed Obligations or the lack of perfection or continuing perfection or failure of the priority of any Lien on any collateral for all or any part of the Guaranteed Obligations;

(iv) the cessation, for any cause whatsoever, of the liability of any other Loan Party or any other guarantor with respect to all or any part of the Guaranteed Obligations (other than, subject to Section 3, by reason of the full payment of all Guaranteed Obligations);

(v) any failure of the Administrative Agent or any Lender to marshal assets in favor of any other Loan Party or any other Person (including any other guarantor of all or any part of the Guaranteed Obligations), to exhaust any collateral for all or any part of the Guaranteed Obligations, to pursue or exhaust any right, remedy, power or privilege it may have against such other Loan Party or any other guarantor of all or any part of the Guaranteed Obligations or any other Person or to take any action whatsoever to mitigate or reduce such or any other Person's liability, the Administrative Agent and the Lenders

being under no obligation to take any such action notwithstanding the fact that all or any part of the Guaranteed Obligations may be due and payable and that such other Loan Party may be in default of its obligations under any Loan Document;

(vi) any counterclaim, set-off or other claim which any other Loan Party or any other guarantor of all or any part of the Guaranteed Obligations has or claims with respect to all or any part of the Guaranteed Obligations, or any counterclaim, set-off or other claim which the Guarantor may have with respect to all or any part of any obligations owed to the Guarantor by the Administrative Agent or any Lender (other than, without prejudice to Section 3, any counterclaim or other claim that the amount of the Guaranteed Obligation which is being claimed has been finally paid in full);

(vii) any failure of the Administrative Agent or any Lender or any other Person to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person;

(viii) any bankruptcy, insolvency, reorganization, winding-up or adjustment of debts, or appointment of a custodian, liquidator or the like of it, or similar proceedings commenced by or against any Person, including any discharge of, or bar or stay against collecting, all or any part of the Guaranteed Obligations (or any interest on all or any part of the Guaranteed Obligations) in or as a result of any such proceeding;

(ix) any action taken by the Administrative Agent or any Lender that is authorized under this Guaranty or by any other provision of any Loan Document or any omission to take any such action;

(x) any law, regulation, decree or order of any jurisdiction or Governmental Authority or any event affecting any term of the Guaranteed Obligations; or

(xi) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor.

(c) To the fullest extent permitted by law, the Guarantor expressly waives, for the benefit of the Administrative Agent and the Lenders, all diligence, presentment, demand for payment or performance, notices of nonpayment or nonperformance, protest, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever, and any requirement that the Administrative Agent or any Lender exhaust any right, power or remedy or proceed against any other Loan Party under any Loan Document or other agreement or instrument referred to herein or therein, or against any other Person under any other guaranty of, or security for, any of the Guaranteed Obligations, and all notices of acceptance of this Guaranty or of the existence, creation, incurring or assumption of new or additional Guaranteed Obligations.

SECTION 3. Reinstatement. The obligations of the Guarantor under this Guaranty shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any other Loan Party in respect of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender, whether as a

result of insolvency, any proceedings in bankruptcy, dissolution, liquidation or reorganization or otherwise.

SECTION 4. Subrogation. The Guarantor hereby agrees that, until the final payment in full of all Guaranteed Obligations, it shall not exercise any right or remedy arising by reason of any performance by it of its guaranty in Section 1, whether by subrogation, reimbursement, contribution or otherwise, against any other Loan Party or any other guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations.

SECTION 5. Remedies. The Guarantor agrees that, as between the Guarantor and the Administrative Agent and the Lenders, the obligations of any other Loan Party under the Credit Agreement or any other Loan Documents may be declared to be forthwith due and payable as provided in Section 6.01 of the Credit Agreement (and shall be deemed to have become automatically due and payable in the circumstances provided in said Section 6.01) for purposes of Section 1, notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against such other Loan Party and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by such other Loan Party) shall forthwith become due and payable by the Guarantor for purposes of Section 1.

SECTION 6. Payments. Each payment by the Guarantor under this Guaranty shall be made in accordance with Section 2.09 of the Credit Agreement in the Currency in which the Guaranteed Obligations are denominated, without deduction, set-off or counterclaim at the Administrative Agent's Account and free and clear of any and all present and future Taxes.

SECTION 7. Representations and Warranties of the Guarantor. The Guarantor represents and warrants as follows:

- (a) Corporate Existence. The Guarantor is a corporation duly organized and validly existing under the laws of the State of Maryland.
- (b) Corporate Authorization, Etc. The execution, delivery and performance by the Guarantor of this Guaranty are within the Guarantor's corporate powers, have been duly authorized by all necessary corporate action and do not contravene (i) the charter or bylaws of the Guarantor or (ii) any law or contractual restriction binding on or affecting the Guarantor or any of its Subsidiaries.
- (c) No Approvals. No authorization, approval or action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Guarantor of this Guaranty.
- (d) Enforceability. This Guaranty is the legal, valid and binding obligations of the Guarantor, enforceable against the Guarantor in accordance with its terms.
- (e) No Litigation. There is no pending or (to the best of the Guarantor's knowledge) threatened action or proceeding against the Guarantor or any of its Subsidiaries or

relating to any of their respective properties before any court, governmental agency or arbitrator, which purports to affect the legality, validity or enforceability of this Guaranty.

(f) Investment Company. The Guarantor is not an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

(g) Disclosure. The information furnished in writing by or on behalf of the Guarantor to the Lenders in connection with the negotiation, execution and delivery of this Guaranty does not contain any material misstatements of fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(h) No Defaults. The Guarantor is not in default under or with respect to any agreement, instrument or undertaking to which it is a party or by which it or any of its property is bound in any respect which could reasonably be expected to result in a Material Adverse Effect.

SECTION 8. Notices, Etc. All notices, demands, requests, consents and other communications provided for in this Guaranty shall be given in writing, or by any telecommunication device capable of creating a written record (including electronic mail), and addressed to the party to be notified as set forth in Section 8.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of a signature page to any amendment or waiver of any provision of this Guaranty shall be effective as delivery of an original executed counterpart thereof.

SECTION 9. No Waiver; Remedies. No failure on the part of any Lender or the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 10. Right of Set-off. If an Event of Default shall have occurred and be continuing, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other indebtedness at any time owing by such Lender to the Guarantor against any of and all the obligations of the Guarantor now or hereafter existing under this Guaranty, although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 11. Continuing Guaranty; Assignments under the Credit Agreement. This Guaranty is a continuing guaranty and shall (a) remain in full force and effect until the later of (i) the payment in full in cash of the Guaranteed Obligations and all other amounts payable under this Guaranty and (ii) the Termination Date, (b) be binding upon the Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Administrative Agent and the Lenders and their successors, transferees and assigns. Without limiting the generality of clause (c) of the immediately preceding sentence, any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement

(including, without limitation, all or any portion of its Commitments, the Advances owing to it and the Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as and to the extent provided in Section 8.07 of the Credit Agreement. The Guarantor shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the Lenders.

SECTION 12. Execution in Counterparts. This Guaranty may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Guaranty by telecopier shall be effective as delivery of a manually executed counterpart of this Guaranty.

SECTION 13. Jurisdiction; Governing Law; Waiver of Jury Trial, Etc. (a) Submission to Jurisdiction. The Guarantor hereby submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State court sitting in New York City for purposes of all legal proceedings arising out of or relating to this Guaranty.

(b) Waiver of Venue. The Guarantor irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and a claim that such proceeding brought in such a court has been brought in an inconvenient forum.

(c) THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE GUARANTOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective signatories thereunto duly authorized, as of the date first above written.

THE BLACK & DECKER
CORPORATION

By /s/ Mark Rothleitner
Name: Mark Rothleitner
Title: Assistant Treasurer