

**UNITED STATES  
SECURITIES AND EXCHANGE  
COMMISSION**  
Washington, D.C. 20549

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. )\*

**SPX Corporation**

(Name of Issuer)

**Common Stock, \$10.00 par value**

(Title of Class of Securities)

**784635104**

(CUSIP Number)

**Ralph V. Whitworth  
Relational Investors, LLC  
11975 El Camino Real, Suite 300  
San Diego, CA 92130  
(858) 704-3333**

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**November 4, 2004**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. o

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 784635104

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
Relational Investors, LLC

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)  
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
Delaware

---

7. Sole Voting Power  
4,256,645

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
-0-

---

9. Sole Dispositive Power  
4,256,645

---

10. Shared Dispositive Power  
-0-

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
4,256,645

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
5.67%

---

14. Type of Reporting Person (See Instructions)  
IA/HC/OO

---

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
Relational Investors, L.P.

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
WC

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
Delaware

---

7. Sole Voting Power  
831,449

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
-0-

---

9. Sole Dispositive Power  
831,449

---

10. Shared Dispositive Power  
-0-

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
831,449

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
1.11%

---

14. Type of Reporting Person (See Instructions)  
PN

---

3

---

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
Relational Fund Partners, L.P.

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
WC/OO

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
Delaware

---

7. Sole Voting Power  
34,366

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
-0-

---

9. Sole Dispositive Power  
34,366

---

10. Shared Dispositive Power  
-0-

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
34,366

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
0.05%

---

14. Type of Reporting Person (See Instructions)  
PN

---

4

---

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
Relational Coast Partners, L.P.

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
WC/OO

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
Delaware

---

7. Sole Voting Power  
74,763

---

8. Shared Voting Power  
-0-

---

9. Sole Dispositive Power  
74,763

---

10. Shared Dispositive Power  
-0-

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
74,763

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
0.10%

---

14. Type of Reporting Person (See Instructions)  
PN

---

5

---

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
Relational Partners, L.P.

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
WC

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
Delaware

---

7. Sole Voting Power  
28,407

---

8. Shared Voting Power  
-0-

---

9. Sole Dispositive Power  
28,407

---

10. Shared Dispositive Power  
-0-

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
28,407

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
0.04%

---

14. Type of Reporting Person (See Instructions)  
PN

---

6

---

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
RH Fund 1, L.P.

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
WC/OO

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
Delaware

---

7. Sole Voting Power  
550,347

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
-0-

---

9. Sole Dispositive Power  
550,347

---

10. Shared Dispositive Power  
-0-

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
550,347

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
0.73%

---

14. Type of Reporting Person (See Instructions)  
PN

---

7

---

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
RH Fund 2, L.P.

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
WC/OO

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
Delaware

---

7. Sole Voting Power  
631,662

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
-0-

---

9. Sole Dispositive Power  
631,662

---

10. Shared Dispositive Power  
-0-

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
631,662

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
0.84%

---

14. Type of Reporting Person (See Instructions)  
PN

---

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
RH Fund 4, L.P.

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---



(b) o

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
WC

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
Delaware

---

7. Sole Voting Power  
124,691

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
-0-

---

9. Sole Dispositive Power  
124,691

---

10. Shared Dispositive Power  
-0-

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
124,691

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
0.17%

---

14. Type of Reporting Person (See Instructions)  
PN

---

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
RH Fund 6, L.P.

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)  
WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization  
Delaware

7. Sole Voting Power  
133,128

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
-0-

9. Sole Dispositive Power  
133,128

10. Shared Dispositive Power  
-0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
133,128

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)  
0.18%

14. Type of Reporting Person (See Instructions)  
PN

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
RH Fund 7, L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)  
WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization  
Delaware

7. Sole Voting Power  
73,338

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
-0-

9. Sole Dispositive Power  
73,338

10. Shared Dispositive Power  
-0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
73,338

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)  
0.10%

14. Type of Reporting Person (See Instructions)  
PN

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
Relational Investors III, L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)  
WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization  
Delaware

7. Sole Voting Power  
42,281

8. Shared Voting Power  
-0-

9. Sole Dispositive Power  
42,281

10. Shared Dispositive Power  
-0-

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
42,281

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)  
0.06%

14. Type of Reporting Person (See Instructions)  
PN

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
WC

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
Delaware

---

7. Sole Voting Power  
868,987

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
-0-

---

9. Sole Dispositive Power  
868,987

---

10. Shared Dispositive Power  
-0-

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
868,987

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
1.16%

---

14. Type of Reporting Person (See Instructions)  
PN

---

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
Relational Investors X, L.P.

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
WC

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
Delaware

---

7. Sole Voting Power  
63,928

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
-0-

---

9. Sole Dispositive Power  
63,928

---

10. Shared Dispositive Power  
-0-

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
63,928

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
0.09%

---

14. Type of Reporting Person (See Instructions)  
PN

---

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
Relational Investors XI, L.P.

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
WC

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
Delaware

---

7. Sole Voting Power  
163,487

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
-0-

---

9. Sole Dispositive Power  
163,487

---

10. Shared Dispositive Power  
-0-

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
163,487

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
0.22%

---

14. Type of Reporting Person (See Instructions)  
PN

---

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
Relational Investors XII, L.P.

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
WC

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
Delaware

---

7. Sole Voting Power  
75,836

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
-0-

---

9. Sole Dispositive Power  
75,836

---

10. Shared Dispositive Power  
-0-

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
75,836

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
0.10%

---

14. Type of Reporting Person (See Instructions)  
PN

---



1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
Ralph V. Whitworth

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
NA

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
United States

---

7. Sole Voting Power  
-0-

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
4,256,645

---

9. Sole Dispositive Power  
-0-

---

10. Shared Dispositive Power  
4,256,645

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
4,256,645

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
5.67%

---

14. Type of Reporting Person (See Instructions)  
IN

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
David H. Batchelder

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
NA

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
United States

---

7. Sole Voting Power  
-0-

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
4,256,645

---

9. Sole Dispositive Power  
-0-

---

10. Shared Dispositive Power  
4,256,645

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
4,256,645

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
5.67%

---

14. Type of Reporting Person (See Instructions)

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
Joel L. Reed

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)  
NA

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization  
United States

7. Sole Voting Power  
-0-

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
4,256,645

9. Sole Dispositive Power  
-0-

10. Shared Dispositive Power  
4,256,645

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
4,256,645

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)  
5.67%

14. Type of Reporting Person (See Instructions)  
IN

---

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
James J. Zehentbauer

---

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

---

(b)

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
NA

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
United States

---

7. Sole Voting Power  
-0-

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
4,256,645

---

9. Sole Dispositive Power  
-0-

---

10. Shared Dispositive Power  
4,256,645

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
4,256,645

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

---

13. Percent of Class Represented by Amount in Row (11)  
5.67%

---

**Item 1. Security and Issuer**

This statement on Schedule 13D (this “**Statement**”) relates to the common stock, par value \$10.00 per share (the “**Shares**”), of SPX Corporation, a Delaware corporation (the “**Issuer**”). The Issuer’s principal executive offices are located at 13515 Ballantyne Corporate Place, Charlotte, North Carolina 28277.

**Item 2. Identity and Background**

This Statement is being filed by and on behalf of Relational Investors, L.P. (“**RILP**”), Relational Fund Partners, L.P. (“**RFP**”), Relational Coast Partners, L.P. (“**RCP**”), Relational Partners, L.P. (“**RP**”), RH Fund 1, L.P. (“**RH1**”), RH Fund 2, L.P. (“**RH2**”), RH Fund 4, L.P. (“**RH4**”), RH Fund 6, L.P. (“**RH6**”), RH Fund 7, L.P. (“**RH7**”), Relational Investors III, L.P. (“**RI III**”), Relational Investors VIII, L.P. (“**RI VIII**”), Relational Investors X, L.P. (“**RI X**”), Relational Investors XI, L.P. (“**RI XI**”) and Relational Investors XII, L.P. (“**RI XII**”). Each of RILP, RFP, RCP, RP, RH1, RH2, RH4, RH6, RH7, RI III, RI VIII, RI X, RI XI and RI XII is a Delaware limited partnership. The principal business of each of RILP, RFP, RCP, RP, RH1, RH2, RH4, RH6, RH7, RI III, RI VIII, RI X, RI XI and RI XII is investing in securities.

This Statement is also being filed by and on behalf of Relational Investors, LLC (“**RILLC**”), a Delaware limited liability company. The principal business of RILLC is being the sole general partner of RILP, RFP, RCP, RP, RH1, RH2, RH4, RH6, RH7, RI VIII, RI XI and RI XII and the sole managing member of Relational Asset Management LLC and Relational Investors X GP LLC which serve as the general partners of RI III and RI X, respectively. RILP, RFP, RCP, RP, RH1, RH2, RH4, RH6, RH7, RI III, RI VIII, RI X, RI XI, RI XII and certain investment accounts are the beneficial owners of the securities covered by this Statement. Pursuant to the Limited Partnership Agreement of each of RILP, RFP, RCP, RP, RH1, RH2, RH4, RH6, RH7, RI III, RI VIII, RI X, RI XI and RI XII and the investment management agreement for the accounts managed by RILLC, RILLC has sole investment discretion and voting authority with respect to the securities covered by this Statement.

This Statement is also being filed by and on behalf of Ralph V. Whitworth, David H. Batchelder, Joel L. Reed and James J. Zehentbauer. Messrs. Whitworth, Batchelder, Reed and Zehentbauer are the Principals of RILLC, in which capacity they share voting control and dispositive power over the securities covered by this Statement. Messrs. Whitworth, Batchelder, Reed and Zehentbauer, therefore, may be deemed to have shared indirect beneficial ownership of such securities. The present principal occupation of each of Messrs. Whitworth, Batchelder, and Zehentbauer is serving as Principals of RILLC. The present principal occupation of Mr. Reed is serving as Principal of Relational Advisors LLC (Messrs. Whitworth, Batchelder, Reed and Zehentbauer, together with RILP, RFP, RCP, RP, RH1, RH2, RH4, RH6, RH7, RI III, RI VIII, RI X, RI XI, RI XII and RILLC, hereinafter, the “**RI Reporting Persons**”).

During the last five years, none of the RI Reporting Persons has been (i) convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction, and as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

The business address of each of the RI Reporting Persons is 11975 El Camino Real, Suite 300, San Diego, CA 92130.

Messrs. Whitworth, Batchelder, Reed and Zehentbauer are citizens of the United States.

**Item 3. Source and Amount of Funds or Other Consideration**

Three client accounts managed by RILLC purchased an aggregate of 10,480 Shares for a total consideration (including brokerage commissions) of \$445,521.74 derived from capital of the managed accounts and margin borrowings from the client margin accounts at Credit Suisse First Boston Corporation (“**CSFBC**”). The other three accounts managed by RILLC purchased an aggregate of 549,495 Shares for a total consideration (including broker commissions) of \$23,282,272.22 derived from the capital of the managed accounts.

RILP purchased an aggregate of 831,449 Shares for total consideration (including brokerage commissions) of \$36,264,710.85 derived from the capital of RILP.

RFP purchased an aggregate of 34,366 Shares for total consideration (including brokerage commissions) of \$1,499,125.94 derived from the capital of RFP and margin borrowings from a margin account at CSFBC.

RCP purchased an aggregate of 74,763 Shares for total consideration (including brokerage commissions) of \$3,287,499.42 derived from the capital of RCP and margin borrowings from a margin account at CSFBC.

RP purchased an aggregate of 28,407 Shares for total consideration (including brokerage commissions) of \$1,239,712.73 derived from the capital of RP.

RH1 purchased an aggregate of 550,347 Shares for total consideration (including brokerage commissions) of \$23,780,094.34 derived from the capital of RH1 and margin borrowings from a margin account at CSFBC.

RH2 purchased an aggregate of 631,662 Shares for total consideration (including brokerage commissions) of \$27,626,127.18 derived from the capital of RH2 and margin borrowings from a margin account at CSFBC.

RH4 purchased an aggregate of 124,691 Shares for total consideration (including brokerage commissions) of \$5,398,414.40 derived from the capital of RH4.

RH6 purchased an aggregate of 133,128 Shares for total consideration (including brokerage commissions) of \$5,857,442.29 derived from the capital of RH6.

RH7 purchased an aggregate of 73,338 Shares for total consideration (including brokerage commissions) of \$3,232,822.73 derived from the capital of RH7.

RI III purchased an aggregate of 42,281 Shares for total consideration (including brokerage commissions) of \$1,773,603.20 derived from the capital of RI III.

RI VIII purchased an aggregate of 868,987 Shares for total consideration (including brokerage commissions) of \$37,902,200.82 derived from the capital of RI VIII.

RI X purchased an aggregate of 63,928 Shares for total consideration (including brokerage commissions) of \$2,435,003.58 derived from the capital of RI X.

RI XI purchased an aggregate of 163,487 Shares for total consideration (including brokerage commissions) of \$6,077,059.90 derived from the capital of RI XI.

RI XII purchased an aggregate of 75,836 Shares for total consideration (including brokerage commissions) of \$2,823,901.90 derived from the capital of RI XII.

Interest on the margin debt balance of each of the margin accounts described above is charged at the then Federal Funds Rate plus 50 basis points. CSFBC has a lien on the Shares held by three of the six accounts managed by RILLC and those held by each of RFP, RCP, RH1 and RH2 to secure repayment of the margin borrowings described above.

#### **Item 4. Purpose of the Transaction.**

The RI Reporting Persons acquired the Shares beneficially owned by them and covered by this Statement because, in their opinion, such Shares are undervalued by the market at the present time. A major factor that the RI Reporting Persons believe has historically contributed to the Share's undervaluation and underperformance is a history of poor capital allocation by the Issuer's management, which the RI Reporting Persons believe is evidenced by: (i) the inability to meet earnings guidance, (ii) a pattern of one time charges indicative of overpaying for acquisitions and failed restructuring attempts, (iii) excessive leverage, and (iv) misaligned and excessive executive compensation.

The RI Reporting Persons believe the Issuer's EVA-based compensation plan is flawed due to conflicts of interest with respect to directors' compensation and unnecessary complexity. Consequently, the RI Reporting Persons believe the Issuer's Board of Directors ("the Board") has been incentivized to approve one-time adjustments to the EVA plan that favor management and are inconsistent with the plan described to, and approved by, the Issuer's shareholders in 1996. In the RI Reporting Persons' opinion, over time the flawed plan (and periodic adjustments to the EVA formula under the plan) has caused a dramatic and increasing disconnect between the level of executive compensation and shareholder returns.

On May 10, 2004, representatives of the RI Reporting Persons met with management of the Issuer to discuss the current compensation structure for the Board and the senior management team. These representatives shared their analysis and concerns with management and subsequently requested a meeting with the Issuer's Compensation Committee. The Issuer failed to respond to the RI Reporting Persons' concerns and denied the requested meeting with the Compensation Committee. As a result, on August 3, 2004 RILLC made a written demand for inspection of the pertinent records pursuant to Section 220 of the Delaware General Corporation Law. In its Section 220 demand, RILLC stated the purpose of the demand was "to explore potential acts of corporate mismanagement, waste and abuse, statutory violations, and breaches of fiduciary duty in connection with various agreements, grants and plans providing compensation to SPX directors, officers and employees."

The Issuer did not provide any information or documents to RILLC in response to the Section 220 demand. Approximately six weeks after receiving the demand, the Issuer proposed that in lieu of providing the requested information, RILLC accept a meeting with the Issuer's independent directors and members of the Compensation Committee. Subsequently, RILLC withdrew the Section 220 demand and determined to seek board representation. The RI Reporting Persons believe a meeting with the independent directors may be constructive and have requested such a meeting to discuss the Issuer's compensation plans, the Board's stewardship and our proposal for Board representation.

The RI Reporting Persons believe that significant independent shareholder representation on the Board is necessary to restore confidence in the Issuer's stewardship and assure the implementation of a disciplined capital allocation program (referred to as the "Program"). Key components of the Program include: (1) benchmarking future acquisitions and disciplining capital allocation decisions, (2) improving operating

margins of existing businesses, (3) delevering the balance sheet to allow distribution of free cash flow to shareholders, (4) linking executive compensation to shareholder returns, and (5) eliminating conflicts of interest inherent in the current non-employee director compensation plan.

To propel the Issuer to take decisive action, the RI Reporting Persons may exercise any and all of their respective rights as shareholders of the Issuer in a manner consistent with their equity interests. The RI Reporting Persons believe that stronger stewardship at the Board level is necessary. Accordingly, on November 15, 2004, the RI Reporting Persons gave notice to the Issuer, in accordance with the requirements set forth in the Issuer's bylaws, of the nomination of Ralph V. Whitworth and David H. Batchelder (the "Relational Nominees") for election to the Issuer's Board at the 2005 Annual Meeting of Stockholders. Simultaneously with this filing, the RI Reporting Persons filed a preliminary proxy statement with the SEC and related materials to solicit proxies to vote for the Relational Nominees. The RI Reporting Persons may change their plans depending upon market conditions and the Board's responsiveness.

The RI Reporting Persons may from time-to-time (i) acquire additional Shares (subject to availability at prices deemed favorable) in the open market, in privately negotiated transactions or otherwise, or (ii) dispose of Shares at prices deemed favorable in the open market, in privately negotiated transactions or otherwise.

Except as set forth above, as of the date hereof, none of the RI Reporting Persons has any present plan or intention which would result in or relate to any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

#### Item 5. Interest in Securities of the Issuer.

(a) As of the date of this Statement, the RI Reporting Persons beneficially owned in the aggregate 4,256,645 Shares, constituting 5.67% of the outstanding Shares. The percentage of Shares owned being based upon 75,136,350 Shares outstanding on October 28, 2004, as set forth in the Issuer's Quarterly Report on Form 10-Q for the Quarterly Period ended September 30, 2004. The RI Reporting Persons may be deemed to have direct beneficial ownership of the Shares as follows:

NAME	NUMBER OF SHARES	PERCENT OF OUTSTANDING SHARES
RILLC	559,975	0.75%
RILP	831,449	1.11%
RFP	34,366	0.05%
RCP	74,763	0.10%
RP	28,407	0.04%
RH1	550,347	0.73%
RH2	631,662	0.84%
RH4	124,691	0.17%
RH6	133,128	0.18%
RH7	73,338	0.10%
RI III	42,281	0.06%
RI VIII	868,987	1.16%
RI X	63,928	0.09%
RI XI	163,487	0.22%
RI XII	75,836	0.10%

RILLC, in its capacity as an investment advisor, may be deemed to possess direct beneficial ownership of the 559,975 Shares that are owned by its clients and held in accounts it manages. Additionally, RILLC, as

---

the sole general partner of each of RILP, RFP, RCP, RP, RH1, RH2, RH4, RH6, RH7, RI VIII, RI XI and RI XII (collectively, the “**Relational LPs**”) and as the sole managing member of the general partners of RI III and RI X, may be deemed to beneficially own (as that term is defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) the 4,256,645 Shares beneficially owned by RILP, RFP, RCP, RP, RH1, RH2, RH4, RH6, RH7, RI III, RI VIII, RI X, RI XI and RI XII because the limited partnership agreements of the Relational LPs and the investment management agreement for the accounts managed by RILLC specify that RILLC has sole investment discretion and voting authority with respect to those Shares.

Each of Messrs. Whitworth, Batchelder, Reed and Zehentbauer, as Principals of RILLC, may be deemed to share indirect beneficial ownership of the Shares which RILLC may beneficially own. Each of Messrs. Whitworth, Batchelder, Reed and Zehentbauer disclaims beneficial ownership of such Shares for all other purposes.

To the best of the knowledge of each of the RI Reporting Persons, other than as set forth above, none of the persons named in Item 2 is the beneficial owner of any Shares.

(b) RILP has the sole power to vote or direct the vote of 831,449 Shares and the sole power to dispose or direct the disposition of such Shares.

RFP has the sole power to vote or direct the vote of 34,366 Shares and the sole power to dispose or direct the disposition of such Shares.

RCP has the sole power to vote or direct the vote of 74,763 Shares and the sole power to dispose or direct the disposition of such Shares.

RP has the sole power to vote or direct the vote of 28,407 Shares and the sole power to dispose or direct the disposition of such Shares.

RH1 has the sole power to vote or direct the vote of 550,347 Shares and the sole power to dispose or direct the disposition of such Shares.

RH2 has the sole power to vote or direct the vote of 631,662 Shares and the sole power to dispose or direct the disposition of such Shares.

RH4 has the sole power to vote or direct the vote of 124,691 Shares and the sole power to dispose or direct the disposition of such Shares.

RH6 has the sole power to vote or direct the vote of 133,128 Shares and the sole power to dispose or direct the disposition of such Shares.

RH7 has the sole power to vote or direct the vote of 73,338 Shares and the sole power to dispose or direct the disposition of such Shares.

RI III has the sole power to vote or direct the vote of 42,281 Shares and the sole power to dispose or direct the disposition of such Shares.

RI VIII has the sole power to vote or direct the vote of 868,987 Shares and the sole power to dispose or direct the disposition of such Shares.

RI X has the sole power to vote or direct the vote of 63,928 Shares and the sole power to dispose or direct the disposition of such Shares.

---

RI XI has the sole power to vote or direct the vote of 163,487 Shares and the sole power to dispose or direct the disposition of such Shares.

RI XII has the sole power to vote or direct the vote of 75,836 Shares and the sole power to dispose or direct the disposition of such Shares.

RILLC has the sole power to vote or direct the vote of 559,975 Shares held by accounts which it manages, and the sole power to dispose or direct the disposition of such Shares. In addition, RILLC, as sole general partner of RILP, RFP, RCP, RP, RH1, RH2, RH4, RH6, RH7, RI VIII, RI XI and RI XII and as the sole managing member of the general partners of RI III and RI X, may be deemed to have the sole power to vote or direct the vote of 3,696,670 Shares held by such Reporting Persons, and the sole power to dispose or direct the disposition of such Shares.

Messrs. Batchelder, Whitworth, Reed and Zehentbauer, as the Principals of RILLC, may be deemed to share the power to vote or to direct the vote and to dispose or to direct the disposition of the 4,256,645 Shares beneficially owned by the RI Reporting Persons.



(c) Information concerning transactions in the Shares by the RI Reporting Persons during the past 60 days is set forth in Exhibit A filed with this Statement.

(d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares covered by this Statement, except that dividends from, and proceeds from the sale of, the Shares held by the account managed by RILLC may be delivered to such account.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Except for the joint filing agreement between and among the RI Reporting Persons attached as Exhibit C hereto, and except for the investment discretion and voting authority described in Item 2 and in the respective partnership agreements of RILP, RFP, RCP, RP, RH1, RH2, RH4, RH6, RH7, RI III, RI VIII, RI X, RI XI and RI XII which each contain provisions whereby RILLC may, after certain adjustments, receive a percentage of realized or unrealized profits, if any, derived from that partnership's investments, to the best of the knowledge of the RI Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the RI Reporting Persons or between the RI Reporting Persons and any other person with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

**Item 7. Material to Be Filed as Exhibits.**

The following Exhibits are filed herewith:

Exhibit A – Information concerning transactions in the Shares affected by the RI Reporting Persons in the last 60 days.

Exhibit B – Customer Agreement with Credit Suisse First Boston Corporation.

26

---

Exhibit C – Joint Filing Agreement.

27

---

**Signatures**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 15, 2004

RELATIONAL INVESTORS, L.P.  
RELATIONAL FUND PARTNERS, L.P.  
RELATIONAL COAST PARTNERS, L.P.  
RELATIONAL PARTNERS, L.P.  
RH FUND 1, L.P.  
RH FUND 2, L.P.  
RH FUND 4, L.P.  
RH FUND 6, L.P.  
RH FUND 7, L.P.  
RELATIONAL INVESTORS III, L.P.  
RELATIONAL INVESTORS VIII, L.P.  
RELATIONAL INVESTORS X, L.P.  
RELATIONAL INVESTORS XI, L.P.  
RELATIONAL INVESTORS XII, L.P.

By: RELATIONAL INVESTORS, LLC  
as general partner to each, except as the sole managing member of the general partners of Relational Investors III, L.P. and Relational Investors X, L.P.

By: /s/ Ralph V. Whitworth  
Ralph V. Whitworth, Principal

RELATIONAL INVESTORS, LLC

By: /s/ Ralph V. Whitworth  
Ralph V. Whitworth, Principal

*/s/ Ralph V. Whitworth*

Ralph V. Whitworth

---

*/s/ David H. Batchelder*

David H. Batchelder

---

*/s/ Joel L. Reed*

Joel L. Reed

---

*/s/ James J. Zehentbauer*

James J. Zehentbauer

---

28

---

#### EXHIBIT INDEX

<b>Exhibit</b>	<b>Description</b>
A.	Information concerning transactions in the Shares affected by RI Reporting Persons in the last 60 days.
B.	Customer Agreement with Credit Suisse First Boston Corporation.
C.	Joint Filing Agreement

29

---

## Exhibit A

## TRANSACTIONS BY RI REPORTING PERSONS IN LAST 60 DAYS

Beneficial Ownership	Purchase or Sale	Transaction Date	Quantity	Average Price per Share	How Effected
Relational Investors XI, L.P.	Purchase	9/21/2004	115,000	35.99	Open Market
RH Fund 1, L.P.	Purchase	10/1/2004	14,033	36.33	Open Market
Relational Investors X, L.P.	Purchase	10/1/2004	32,998	36.33	Open Market
Relational Investors XII, L.P.	Purchase	10/1/2004	56,894	36.33	Open Market
Relational Investors, L.P.	Purchase	11/1/2004	38,519	37.04	Open Market
Relational Investors LLC	Purchase	11/1/2004	13,455	37.04	Open Market
Relational Investors LLC	Purchase	11/1/2004	1,916	37.04	Open Market
Relational Partners, L.P.	Purchase	11/1/2004	1,286	37.04	Open Market
Relational Coast Partners, L.P.	Purchase	11/1/2004	1,988	37.04	Open Market
Relational Coast Partners, L.P.	Purchase	11/1/2004	323	37.04	Open Market
Relational Fund Partners, L.P.	Purchase	11/1/2004	1,546	37.04	Open Market
RH Fund 1, L.P.	Purchase	11/1/2004	25,429	37.04	Open Market
RH Fund 2, L.P.	Purchase	11/1/2004	26,014	37.04	Open Market
Relational Investors III, L.P.	Purchase	11/1/2004	1,604	37.04	Open Market
RH Fund 4, L.P.	Purchase	11/1/2004	7,524	37.04	Open Market
Relational Investors LLC	Purchase	11/1/2004	12,465	37.04	Open Market
RH Fund 6, L.P.	Purchase	11/1/2004	4,083	37.04	Open Market
RH Fund 7, L.P.	Purchase	11/1/2004	1,971	37.04	Open Market
Relational Investors LLC	Purchase	11/1/2004	948	37.04	Open Market
Relational Investors LLC	Purchase	11/1/2004	22	37.04	Open Market
Relational Investors VIII, L.P.	Purchase	11/1/2004	40,834	37.04	Open Market
Relational Investors XI, L.P.	Purchase	11/1/2004	9,895	37.04	Open Market
Relational Investors X, L.P.	Purchase	11/1/2004	6,312	37.04	Open Market
Relational Investors XII, L.P.	Purchase	11/1/2004	3,866	37.04	Open Market
Relational Investors, L.P.	Purchase	11/2/2004	28,889	37.54	Open Market
Relational Investors LLC	Purchase	11/2/2004	10,091	37.54	Open Market
Relational Investors LLC	Purchase	11/2/2004	1,437	37.54	Open Market
Relational Partners, L.P.	Purchase	11/2/2004	964	37.54	Open Market
Relational Coast Partners, L.P.	Purchase	11/2/2004	1,491	37.54	Open Market
Relational Coast Partners, L.P.	Purchase	11/2/2004	242	37.54	Open Market
Relational Fund Partners, L.P.	Purchase	11/2/2004	1,159	37.54	Open Market
RH Fund 1, L.P.	Purchase	11/2/2004	19,071	37.54	Open Market
RH Fund 2, L.P.	Purchase	11/2/2004	19,510	37.54	Open Market
Relational Investors III, L.P.	Purchase	11/2/2004	1,203	37.54	Open Market
RH Fund 4, L.P.	Purchase	11/2/2004	5,643	37.54	Open Market
Relational Investors LLC	Purchase	11/2/2004	9,349	37.54	Open Market
RH Fund 6, L.P.	Purchase	11/2/2004	3,062	37.54	Open Market
RH Fund 7, L.P.	Purchase	11/2/2004	1,478	37.54	Open Market
Relational Investors LLC	Purchase	11/2/2004	715	37.54	Open Market
Relational Investors LLC	Purchase	11/2/2004	16	37.54	Open Market
Relational Investors VIII, L.P.	Purchase	11/2/2004	30,626	37.54	Open Market
Relational Investors XI, L.P.	Purchase	11/2/2004	7,421	37.54	Open Market
Relational Investors X, L.P.	Purchase	11/2/2004	4,734	37.54	Open Market
Relational Investors XII, L.P.	Purchase	11/2/2004	2,899	37.54	Open Market
Relational Investors, L.P.	Purchase	11/3/2004	19,259	38.83	Open Market
Relational Investors LLC	Purchase	11/3/2004	6,728	38.83	Open Market
Relational Investors LLC	Purchase	11/3/2004	958	38.83	Open Market
Relational Partners, L.P.	Purchase	11/3/2004	643	38.83	Open Market
Relational Coast Partners, L.P.	Purchase	11/3/2004	994	38.83	Open Market
Relational Coast Partners, L.P.	Purchase	11/3/2004	161	38.83	Open Market
Relational Fund Partners, L.P.	Purchase	11/3/2004	773	38.83	Open Market
RH Fund 1, L.P.	Purchase	11/3/2004	12,714	38.83	Open Market
RH Fund 2, L.P.	Purchase	11/3/2004	13,006	38.83	Open Market
Relational Investors III, L.P.	Purchase	11/3/2004	802	38.83	Open Market
RH Fund 4, L.P.	Purchase	11/3/2004	3,762	38.83	Open Market
Relational Investors LLC	Purchase	11/3/2004	6,233	38.83	Open Market
RH Fund 6, L.P.	Purchase	11/3/2004	2,042	38.83	Open Market
RH Fund 7, L.P.	Purchase	11/3/2004	985	38.83	Open Market
Relational Investors LLC	Purchase	11/3/2004	475	38.83	Open Market
Relational Investors LLC	Purchase	11/3/2004	11	38.83	Open Market

Relational Investors VIII, L.P.	Purchase	11/3/2004	20,417	38.83	Open Market
Relational Investors XI, L.P.	Purchase	11/3/2004	4,948	38.83	Open Market
Relational Investors X, L.P.	Purchase	11/3/2004	3,156	38.83	Open Market
Relational Investors XII, L.P.	Purchase	11/3/2004	1,933	38.83	Open Market
Relational Investors, L.P.	Purchase	11/4/2004	57,335	41.26	Open Market
Relational Investors LLC	Purchase	11/4/2004	20,029	41.26	Open Market
Relational Investors LLC	Purchase	11/4/2004	2,852	41.26	Open Market
Relational Partners, L.P.	Purchase	11/4/2004	1,914	41.26	Open Market
Relational Coast Partners, L.P.	Purchase	11/4/2004	2,960	41.26	Open Market
Relational Coast Partners, L.P.	Purchase	11/4/2004	481	41.26	Open Market
Relational Fund Partners, L.P.	Purchase	11/4/2004	2,301	41.26	Open Market
RH Fund 1, L.P.	Purchase	11/4/2004	37,850	41.26	Open Market
RH Fund 2, L.P.	Purchase	11/4/2004	38,721	41.26	Open Market
Relational Investors III, L.P.	Purchase	11/4/2004	2,387	41.26	Open Market
RH Fund 4, L.P.	Purchase	11/4/2004	11,200	41.26	Open Market
Relational Investors LLC	Purchase	11/4/2004	18,555	41.26	Open Market
RH Fund 6, L.P.	Purchase	11/4/2004	6,079	41.26	Open Market
RH Fund 7, L.P.	Purchase	11/4/2004	2,934	41.26	Open Market
Relational Investors LLC	Purchase	11/4/2004	1,418	41.26	Open Market
Relational Investors LLC	Purchase	11/4/2004	33	41.26	Open Market
Relational Investors VIII, L.P.	Purchase	11/4/2004	60,770	41.26	Open Market
Relational Investors XI, L.P.	Purchase	11/4/2004	14,730	41.26	Open Market
Relational Investors X, L.P.	Purchase	11/4/2004	9,396	41.26	Open Market
Relational Investors XII, L.P.	Purchase	11/4/2004	5,755	41.26	Open Market
Relational Investors, L.P.	Purchase	11/4/2004	442	41.26	Third Market
Relational Investors LLC	Purchase	11/4/2004	154	41.26	Third Market

Relational Investors LLC	Purchase	11/4/2004	22	41.26	Third Market
Relational Partners, L.P.	Purchase	11/4/2004	14	41.26	Third Market
Relational Coast Partners, L.P.	Purchase	11/4/2004	22	41.26	Third Market
Relational Coast Partners, L.P.	Purchase	11/4/2004	3	41.26	Third Market
Relational Fund Partners, L.P.	Purchase	11/4/2004	17	41.26	Third Market
RH Fund 1, L.P.	Purchase	11/4/2004	292	41.26	Third Market
RH Fund 2, L.P.	Purchase	11/4/2004	299	41.26	Third Market
Relational Investors III, L.P.	Purchase	11/4/2004	18	41.26	Third Market
RH Fund 4, L.P.	Purchase	11/4/2004	86	41.26	Third Market
Relational Investors LLC	Purchase	11/4/2004	143	41.26	Third Market
RH Fund 6, L.P.	Purchase	11/4/2004	46	41.26	Third Market
RH Fund 7, L.P.	Purchase	11/4/2004	22	41.26	Third Market
Relational Investors LLC	Purchase	11/4/2004	10	41.26	Third Market
Relational Investors VIII, L.P.	Purchase	11/4/2004	481	41.26	Third Market
Relational Investors XI, L.P.	Purchase	11/4/2004	113	41.26	Third Market
Relational Investors X, L.P.	Purchase	11/4/2004	72	41.26	Third Market
Relational Investors XII, L.P.	Purchase	11/4/2004	44	41.26	Third Market
Relational Investors, L.P.	Purchase	11/5/2004	25,037	43.32	Open Market
Relational Investors LLC	Purchase	11/5/2004	8,746	43.32	Open Market
Relational Investors LLC	Purchase	11/5/2004	1,246	43.32	Open Market
Relational Partners, L.P.	Purchase	11/5/2004	836	43.32	Open Market
Relational Coast Partners, L.P.	Purchase	11/5/2004	1,292	43.32	Open Market
Relational Coast Partners, L.P.	Purchase	11/5/2004	210	43.32	Open Market
Relational Fund Partners, L.P.	Purchase	11/5/2004	1,005	43.32	Open Market
RH Fund 1, L.P.	Purchase	11/5/2004	16,528	43.32	Open Market
RH Fund 2, L.P.	Purchase	11/5/2004	16,908	43.32	Open Market
Relational Investors III, L.P.	Purchase	11/5/2004	1,042	43.32	Open Market
RH Fund 4, L.P.	Purchase	11/5/2004	4,891	43.32	Open Market
Relational Investors LLC	Purchase	11/5/2004	8,103	43.32	Open Market
RH Fund 6, L.P.	Purchase	11/5/2004	2,654	43.32	Open Market

RH Fund 7, L.P.	Purchase	11/5/2004	1,281	43.32	Open Market
Relational Investors LLC	Purchase	11/5/2004	617	43.32	Open Market
Relational Investors LLC	Purchase	11/5/2004	14	43.32	Open Market
Relational Investors VIII, L.P.	Purchase	11/5/2004	26,542	43.32	Open Market
Relational Investors XI, L.P.	Purchase	11/5/2004	6,432	43.32	Open Market
Relational Investors X, L.P.	Purchase	11/5/2004	4,103	43.32	Open Market
Relational Investors XII, L.P.	Purchase	11/5/2004	2,513	43.32	Open Market
Relational Investors, L.P.	Purchase	11/8/2004	6,414	42.42	Open Market
Relational Investors LLC	Purchase	11/8/2004	2,241	42.42	Open Market
Relational Investors LLC	Purchase	11/8/2004	319	42.42	Open Market
Relational Partners, L.P.	Purchase	11/8/2004	215	42.42	Open Market
Relational Coast Partners, L.P.	Purchase	11/8/2004	332	42.42	Open Market

Relational Coast Partners, L.P.	Purchase	11/8/2004	54	42.42	Open Market
Relational Fund Partners, L.P.	Purchase	11/8/2004	257	42.42	Open Market
RH Fund 1, L.P.	Purchase	11/8/2004	4,234	42.42	Open Market
RH Fund 2, L.P.	Purchase	11/8/2004	4,331	42.42	Open Market
Relational Investors III, L.P.	Purchase	11/8/2004	268	42.42	Open Market
RH Fund 4, L.P.	Purchase	11/8/2004	1,254	42.42	Open Market
Relational Investors LLC	Purchase	11/8/2004	2,076	42.42	Open Market
RH Fund 6, L.P.	Purchase	11/8/2004	681	42.42	Open Market
RH Fund 7, L.P.	Purchase	11/8/2004	329	42.42	Open Market
Relational Investors LLC	Purchase	11/8/2004	158	42.42	Open Market
Relational Investors LLC	Purchase	11/8/2004	4	42.42	Open Market
Relational Investors VIII, L.P.	Purchase	11/8/2004	6,789	42.42	Open Market
Relational Investors XI, L.P.	Purchase	11/8/2004	1,648	42.42	Open Market
Relational Investors X, L.P.	Purchase	11/8/2004	1,052	42.42	Open Market
Relational Investors XII, L.P.	Purchase	11/8/2004	644	42.42	Open Market
Relational Investors, L.P.	Purchase	11/8/2004	327	42.42	Third Market
Relational Investors LLC	Purchase	11/8/2004	114	42.42	Third Market
Relational Investors LLC	Purchase	11/8/2004	16	42.42	Third Market

Relational Partners, L.P.	Purchase	11/8/2004	10	42.42	Third Market
Relational Coast Partners, L.P.	Purchase	11/8/2004	16	42.42	Third Market
Relational Coast Partners, L.P.	Purchase	11/8/2004	2	42.42	Third Market
Relational Fund Partners, L.P.	Purchase	11/8/2004	13	42.42	Third Market
RH Fund 1, L.P.	Purchase	11/8/2004	216	42.42	Third Market
RH Fund 2, L.P.	Purchase	11/8/2004	221	42.42	Third Market
Relational Investors III, L.P.	Purchase	11/8/2004	13	42.42	Third Market
RH Fund 4, L.P.	Purchase	11/8/2004	63	42.42	Third Market
Relational Investors LLC	Purchase	11/8/2004	105	42.42	Third Market
RH Fund 6, L.P.	Purchase	11/8/2004	34	42.42	Third Market
RH Fund 7, L.P.	Purchase	11/8/2004	16	42.42	Third Market
Relational Investors LLC	Purchase	11/8/2004	8	42.42	Third Market
Relational Investors VIII, L.P.	Purchase	11/8/2004	357	42.42	Third Market
Relational Investors XI, L.P.	Purchase	11/8/2004	84	42.42	Third Market
Relational Investors X, L.P.	Purchase	11/8/2004	53	42.42	Third Market
Relational Investors XII, L.P.	Purchase	11/8/2004	32	42.42	Third Market
Relational Investors, L.P.	Purchase	11/9/2004	5,778	42.76	Open Market
Relational Investors LLC	Purchase	11/9/2004	2,018	42.76	Open Market
Relational Investors LLC	Purchase	11/9/2004	287	42.76	Open Market
Relational Partners, L.P.	Purchase	11/9/2004	193	42.76	Open Market
Relational Coast Partners, L.P.	Purchase	11/9/2004	299	42.76	Open Market
Relational Coast Partners, L.P.	Purchase	11/9/2004	48	42.76	Open Market
Relational Fund Partners, L.P.	Purchase	11/9/2004	232	42.76	Open Market
RH Fund 1, L.P.	Purchase	11/9/2004	3,815	42.76	Open Market
RH Fund 2, L.P.	Purchase	11/9/2004	3,902	42.76	Open Market
Relational Investors III, L.P.	Purchase	11/9/2004	241	42.76	Open Market
RH Fund 4, L.P.	Purchase	11/9/2004	1,129	42.76	Open Market
Relational Investors LLC	Purchase	11/9/2004	1,870	42.76	Open Market
RH Fund 6, L.P.	Purchase	11/9/2004	612	42.76	Open Market
RH Fund 7, L.P.	Purchase	11/9/2004	296	42.76	Open Market

Relational Investors LLC	Purchase	11/9/2004	141	42.76	Open Market
Relational Investors LLC	Purchase	11/9/2004	3	42.76	Open Market
Relational Investors VIII, L.P.	Purchase	11/9/2004	6,125	42.76	Open Market
Relational Investors XI, L.P.	Purchase	11/9/2004	1,484	42.76	Open Market
Relational Investors X, L.P.	Purchase	11/9/2004	947	42.76	Open Market
Relational Investors XII, L.P.	Purchase	11/9/2004	580	42.76	Open Market
Relational Investors, L.P.	Purchase	11/10/2004	6,741	42.09	Open Market
Relational Investors LLC	Purchase	11/10/2004	2,355	42.09	Open Market
Relational Investors LLC	Purchase	11/10/2004	335	42.09	Open Market
Relational Partners, L.P.	Purchase	11/10/2004	225	42.09	Open Market
Relational Coast Partners, L.P.	Purchase	11/10/2004	348	42.09	Open Market
Relational Coast Partners, L.P.	Purchase	11/10/2004	56	42.09	Open Market
Relational Fund Partners, L.P.	Purchase	11/10/2004	270	42.09	Open Market
RH Fund 1, L.P.	Purchase	11/10/2004	4,450	42.09	Open Market
RH Fund 2, L.P.	Purchase	11/10/2004	4,552	42.09	Open Market
Relational Investors III, L.P.	Purchase	11/10/2004	281	42.09	Open Market
RH Fund 4, L.P.	Purchase	11/10/2004	1,317	42.09	Open Market
Relational Investors LLC	Purchase	11/10/2004	2,181	42.09	Open Market
RH Fund 6, L.P.	Purchase	11/10/2004	715	42.09	Open Market
RH Fund 7, L.P.	Purchase	11/10/2004	345	42.09	Open Market

Relational Investors LLC	Purchase	11/10/2004	166	42.09	Open Market
Relational Investors LLC	Purchase	11/10/2004	4	42.09	Open Market
Relational Investors VIII, L.P.	Purchase	11/10/2004	7,146	42.09	Open Market
Relational Investors XI, L.P.	Purchase	11/10/2004	1,732	42.09	Open Market
Relational Investors X, L.P.	Purchase	11/10/2004	1,105	42.09	Open Market
Relational Investors XII, L.P.	Purchase	11/10/2004	676	42.09	Open Market

---

## Exhibit B

The following is the form of Customer Agreement entered into by certain of the RI Reporting Persons, although there may be minor variations between or among the agreements executed.

## CUSTOMER AGREEMENT

In consideration of the CREDIT SUISSE FIRST BOSTON LLC (“**CSFB**”) opening and maintaining for the undersigned customer (“**Customer**”), pursuant to the terms and conditions of this Agreement, one or more Margin and/or Cash accounts (each such account, a “**Customer Account**”) for the purpose of effecting certain transactions, including but not limited to the purchase and sale of securities, instruments, commodities and all derivatives provided thereon or other property (“**Transactions**”), Customer hereby represents and agrees as follows:

1. Applicable Rules and Regulations; Other Agreements.

This Agreement and all Transactions executed in connection herewith hereby incorporate and shall be subject to the constitution, by-laws, rules, regulations, customs, usages, rulings and interpretations, as amended, of the exchange or market (and its clearinghouse, if any) where the Transactions are executed by CSFB or its agents and of the National Association of Securities Dealers, Inc., the Securities and Exchange Commission and the Board of Governors of the Federal Reserve System, in all cases where applicable. Provisions contained in and remedies provided by this Agreement which are additional to or more or less expansive than any provisions contained in or remedies provided by any other agreement with Customer (including, without limitation, provisions or remedies that cover the same subject matter) shall not be deemed to be in conflict with each other, and all such provisions and remedies shall be applicable and available.

2. Payment of Indebtedness.

Immediately upon written or oral demand by CSFB, or upon settlement date when applicable, Customer shall pay to CSFB in immediately available U. S. funds any principal balance of, accrued but unpaid interest on, and any other obligation owing in respect of, any Customer Account, including, without limitation, (i) all brokerage charges, commissions and service fees at CSFB’s customary rates or such rates agreed upon by Customer and CSFB from time to time, (ii) all contract market, exchange or clearinghouse fees or other charges and losses in any Customer Account, (iii) any advances made by CSFB to or for the benefit of Customer, (iv) any deficiency in any Customer Account, (v) any obligation of Customer to CSFB incurred in respect of Transactions executed in connection herewith, (vi) all costs and expenses, including, without limitation, attorney’s fees and expenses, incurred in connection with the enforcement or collection by CSFB of its rights or claims against Customer hereunder, under any Transactions or otherwise and (vii) any other obligations or indebtedness, however evidenced and whether now existing or hereafter arising, of Customer to CSFB and any of its affiliates, including, without limitation, Credit Suisse First Boston (Europe) Limited (collectively, the “**CSFB Party**” or “**CSFB Parties**”) (all the foregoing collectively, “**Obligations**”). CSFB shall have the right to accelerate the time fixed by it in any demand made of Customer.

3. Lien.

A. To secure the payment and performance by Customer of all Obligations to the CSFB Parties, Customer hereby grants to the CSFB Parties a security interest in all Customer Accounts, all securities, instruments, credit balances, commodities, and other property, and all proceeds of any of the foregoing now or hereafter held or carried by the CSFB Parties, whether in a Customer Account or otherwise all security entitlements in respect of any of the foregoing held for the undersigned or which may at any time be in the possession or

---

control of CSFB Parties for any purpose, including safekeeping, and all proceeds of any of the foregoing (collectively, the “**Collateral**”). CSFB may require Customer to deposit additional Collateral as required by the rules and regulations of the Board of Governors of the Federal Reserve System, the New York Stock Exchange, Inc. or any other securities regulatory or self-regulatory body to whose jurisdiction it is subject. CSFB may also, but shall have no obligation to do so, require Customer to deposit such additional Collateral as CSFB, in its sole discretion, determines is appropriate as security for Customer’s Obligations to it. Without notice to Customer, CSFB Parties may lend, to itself or others, pledge, repledge, hypothecate, rehypothecate, sell, transfer or otherwise dispose of on any terms, any Collateral (other than fully paid or excess margin securities and Customer segregated funds and securities regulated by the Commodity Futures Trading Commission), whether held in a Customer Account or otherwise, separately or in common with other securities or commodities or any other property, for the sum then due, or for a greater or lesser sum, and without retaining in the CSFB Parties’ possession or control a like amount of similar securities or other property for delivery. Customer hereby irrevocably constitutes and appoints the CSFB Parties its true and lawful agent and attorney-in-fact, with full power to act in the name of Customer and on its behalf, with respect to the execution of all instruments and the taking of all action necessary or desirable to effectuate the rights and remedies provided hereunder and by applicable law to the CSFB Parties.

B. Without limiting the foregoing above, whenever the Customer does not, on or before the settlement date, pay in full for any security purchased for the account of the Customer, or deliver any security sold for such account, CSFB is authorized (subject to the provisions of any applicable statute, rule or regulation), until payment or delivery is made in full, to pledge, repledge, hypothecate or rehypothecate, on any terms, without notice, any or all securities which CSFB may hold for the Customer (either individually or jointly with others), separately or in common with other securities or commodities or any other property, for the sum then due, or for a greater or lesser sum and without retaining in CSFB’s possession and control for delivery a like amount of similar securities or other property.

C. All Collateral shall be subject to a general lien and a continuing first priority perfected security interest for the discharge of all Obligations and liabilities of the undersigned to CSFB Parties, irrespective of whether or not CSFB Parties have made advances in connection with such Collateral, the number of accounts the undersigned has with CSFB Parties or which particular CSFB Party holds such Collateral. The undersigned and CSFB each acknowledge and agree that each CSFB Party which holds Collateral does so both for itself and also as an agent and bailee for all other CSFB Parties which may be secured parties under any Contract. The undersigned and CSFB agree that all Collateral held in or credited to any account will be treated as financial assets under Article 8 of the Uniform Commercial Code as in effect in the State of New York (the “**UCC**”) and that any account maintained by the undersigned with any CSFB Party shall be a securities account under Article 8 of the UCC. CSFB may at any time at its discretion and without prior notice to the undersigned use, apply or transfer any and all Collateral interchangeably between CSFB Parties and between any accounts in which the undersigned has an interest. In the event of a breach or default of this Agreement by the undersigned, CSFB shall have in addition to the rights and remedies provided in this Agreement, all rights and remedies available to a secured creditor under the UCC and any other applicable law. All Collateral delivered to CSFB shall be free and clear of all prior liens, claims

and encumbrances and the undersigned will not cause or allow any of the Collateral to be subject to any liens, security interests, mortgages or encumbrances of any nature other than the security interest created in CSFB's favor or any security interest created by a CSFB Party pursuant to its rights under this Paragraph 3. Furthermore, Collateral consisting of securities shall be delivered in good deliverable form (or CSFB shall have the unrestricted power to place such securities in good deliverable form) in accordance with the requirements of the primary market for these securities. The undersigned shall execute such documents and take such other action as CSFB shall reasonably request in order to perfect its rights with respect to any such Collateral. In addition, the undersigned appoints CSFB as the undersigned's attorney-in-fact to act on the undersigned's behalf to sign, seal, execute and deliver all documents, and do all such acts as may be required, to realize upon any of CSFB Parties' rights in the Collateral.

---

#### 4. Margin Accounts.

A. Upon written or oral demand by CSFB from time to time in its sole discretion, Customer shall transfer immediately to CSFB such funds, securities, commodities or other property so demanded by CSFB in its sole discretion, as margin to secure Customer's payment or performance in connection with Transactions executed by CSFB on Customer's behalf.

B. Any outstanding debit balance(s) in the Customer Account(s) shall accrue interest, in accordance with CSFB's Credit Policy or amendments thereto. Any such interest unpaid at the end of a charge period (such period being determined by CSFB from time to time in its sole discretion) will be added automatically to the opening balance in such Customer Account(s) for the next charge period.

C. Until written notice of revocation from Customer is received, CSFB is hereby authorized to lend to itself (whether as broker or otherwise) or to others, any securities held by Customer on margin for the account of or under the control of Customer.

#### 5. Customer Representations.

Customer represents and warrants that (i) it has the requisite power and is duly authorized to execute and deliver this Agreement, to enter into the Transactions contemplated hereunder and to perform its obligations hereunder and thereunder and has taken all necessary actions to authorize such execution, delivery and performance, (ii) it will enter into such Transactions as principal (or, if agreed in writing in advance of the execution of any Transactions on its behalf by CSFB, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (and on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and any Transactions contemplated hereunder and such authorizations are in full force and effect, (v) the execution, delivery and performance of this Agreement and any Transactions contemplated hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected, (vi) the securities, instruments, credit balances, commodities, and other property in Customer Accounts are not subject to any liens, encumbrances, or any security interest, other than the security interest in favor of any CSFB Parties as provided in Paragraph 3 hereof and (vii) if Customer is an individual, no one except Customer has an interest in the Customer Account and the Customer is not an employee of any Exchange or of a member firm of any Exchange or the NASD, or of a bank, trust company or insurance company unless Customer has notified CSFB to that effect, and Customer will promptly notify CSFB if Customer becomes so employed. Upon the execution of any Transactions by CSFB on Customer's behalf, Customer shall be deemed to repeat all the foregoing representations made by it.

#### 6. Representations and Covenants Relating to Transactions.

Pursuant to the rules promulgated by the Securities and Exchange Commission under Section 10(a) of the Securities Exchange Act of 1934, Customer hereby undertakes and agrees to designate all sell orders as either "long" or "short", unless the security to be delivered after sale is carried in the account for which the sale is to be effected, and that the designation by Customer of an order as a "long" sell order shall be a certification by Customer that the security ordered to be sold is owned by the Customer and that either (i) such security has been forwarded to such account or (ii) it is then impracticable to deliver such security to such account, but that the Customer will deliver such security to such account as soon as possible without undue inconvenience or expense. If there is carried in the account for which the sale is to be effected a security which can be delivered in satisfaction of the sale, CSFB is authorized and directed to deliver such security from such account.

---

#### 7. Events of Default.

The following shall each constitute an "Event of Default": (i) Customer fails to make any payment as and when required in Paragraph 2 hereof, (ii) Customer fails to provide margin to CSFB as and when required in Paragraph 3 or Paragraph 4 hereof or to perform any other Obligations as and when required, (iii) any representation or warranty made by Customer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, (iv) Customer states that it will not perform any of the Obligations, (v) Customer or any of its affiliates default in the performance of any obligation to any of the CSFB Parties under any agreement now or hereafter entered into, (vi) Customer defaults in the payment of any indebtedness for borrowed money, or any guaranty of such indebtedness, upon the maturity (including any accelerated maturity) thereof, (vii) Customer applies for, consents to or is the subject of an application or petition for the appointment of or the taking of possession by a receiver, custodian, trustee, liquidator or similar person of itself or of all or a substantial part of its property, admits in writing its inability, or becomes unable, to pay its debts generally as such debts become due, makes a general assignment for the benefit of its creditors, files or is the subject of the filing or entry of a petition or order for relief under Title 11 of the U.S. Code or any similar law of any jurisdiction regarding reorganization, liquidation, dissolution, insolvency, or relief of debtors or of an application for a protective decree under the Securities Investor Protection Act of 1970, (viii) CSFB believes that it may be unable to apply without delay property that it is holding or expects to receive from Customer against any Obligations to CSFB under this Agreement or in connection with any transactions executed by CSFB on Customer's behalf or (ix) if Customer is an individual, Customer dies or is judicially declared incompetent.

#### 8. Remedies.

Upon the occurrence of any Event of Default, any of the CSFB Parties may, in its sole discretion and without notice to Customer, (i) cancel or otherwise liquidate any Customer Account and any Transactions executed by such CSFB Parties on Customer's behalf, (ii) set off any obligation owing by such CSFB Parties to Customer and any of its affiliates against any obligation of Customer and any of its affiliates to each of the CSFB Parties, or against any Collateral, (iii) satisfy any obligation of Customer to such CSFB Parties from any Collateral (iv) sell, or be deemed to have sold, any securities, instruments,



commodities or other property in any Customer Account and (v) purchase, or be deemed to have purchased, any securities, instruments, commodities or other property, in which Customer has a short position.

All purchases or sales pursuant to this Paragraph 8 may be effected in public or private purchases or sales in which such (or any other) CSFB Party may be the purchaser or seller, in each case as such CSFB Party may deem appropriate in its sole discretion and at such price or prices as such CSFB Party may deem satisfactory in its sole discretion. Any grace or notice period required by agreement or custom prior to exercise of such remedies may be shortened or eliminated by any such CSFB Party if such CSFB Party determines, in its sole discretion, that it is reasonable to do so under the circumstances. Customer shall be liable to any such CSFB Party for all costs and expenses, including attorney's fees and expenses, incurred in connection with the enforcement or collection by such CSFB Party of its rights or claims against Customer hereunder or under any Transactions.

#### 9. Completion of Customer Transaction.

If Customer is required, and fails, on a settlement date to make delivery of any securities, instruments, commodities or other property in connection with Transactions executed by CSFB on Customer's behalf, CSFB is authorized, but not obligated, to borrow any necessary securities, instruments, commodities or other property and to complete such delivery on Customer's behalf with such borrowed securities, instruments, commodities or other property, and Customer shall indemnify CSFB for any and all losses suffered or

---

expenses or liabilities incurred by or on behalf of CSFB in connection with such failure by Customer, whether or not CSFB borrows such securities, instruments, commodities or other property and completes such delivery on Customer's behalf.

#### 10. Transfer Between Accounts.

To the extent permitted by statute or any rule or regulation of the Securities and Exchange Commission, the Commodity Futures Trading Commission or any self-regulatory organization subject to the jurisdiction of either agency, CSFB may without notice to Customer apply or transfer any or all monies, securities, instruments, commodities or other property of Customer interchangeably between any Customer Account(s) (other than from regulated commodity accounts) to other Customer Account(s) in satisfaction of such Obligations as CSFB may in its sole discretion determine.

#### 11. Inside Information.

CSFB has procedures to prevent the misuse of material, non—public (“inside”) information and violations of the anti-fraud provisions of securities laws which restrict the flow of inside information to CSFB sales, trading and research personnel. Solicitations, research recommendations, research analysis and other commentary, whether oral or written, by CSFB's sales, trading and research personnel are not made on the basis of inside information and may, therefore, be inconsistent with inside information possessed by CSFB's investment banking personnel or other CSFB personnel. CSFB shall not be liable for any losses, claims, damages, liabilities and expenses incurred by the Customer where such solicitations, research recommendations, research analysis or commentary are inconsistent with, or inaccurate in the light of, inside information possessed by other CSFB personnel.

#### 12. Lottery Allocation of Callable Securities.

When CSFB holds, on Customer's behalf, bonds or preferred stocks in street or bearer form which are callable in part, Customer agrees to participate in an impartial lottery allocation system of the called securities in accordance with the rules of the New York Stock Exchange, Inc. Customer understands when the call is favorable, no allocation will be made to any account in which CSFB has a financial interest unless lottery allocations are made in full to all customer positions subject to the call.

#### 13. Communications.

Any notice, instruction or other communication required or permitted to be delivered to CSFB hereunder shall, unless expressly provided otherwise herein, be delivered in writing, or by telephone followed within one business day by written confirmation hereof. Such writing or written confirmation shall be deemed to have been duly given or made when delivered by hand to CSFB or, in the case of facsimile, when transmission confirmation is received, or, in the case of telex notice, or other similar method, when sent answerback received. Any such notice, instruction or other communication shall be addressed to the manager of the CSFB department or office handling the Customer Account(s). Communications may be sent to Customer at its address given below or at such other address as Customer may hereafter give CSFB in writing, and all communications so sent, whether by mail, facsimile, messenger or otherwise, shall be deemed given to Customer personally, whether actually received or not, and Customer agrees to waive all claims resulting from failure to receive such communication.

#### 14. Order and Statement Acceptance by Customer.

Any reports of CSFB's execution of Customer's orders and statements of Customer Account(s) issued by CSFB shall be deemed to have been accepted by and shall be binding upon Customer if not objected to by

---

Customer in writing as required under applicable law, but in no event to exceed ten days after delivery thereof by CSFB to Customer by mail or otherwise.

#### 15. Financial Information and Credit Investigation.

Upon written or oral demand by CSFB, Customer shall supply to CSFB such financial information as CSFB determines in its sole discretion to be necessary to determine Customer's financial condition and Customer's ability to perform its Obligations under this Agreement or in connection with any Transactions executed by CSFB on Customer's behalf. Customer acknowledges that CSFB may, from time to time and in its sole discretion, contact third persons to verify any financial information furnished to it by Customer. As part of this Agreement, Customer understands an investigation may be made pertaining to Customer's credit standing and business conduct. If such investigation is conducted, Customer understands he has the right to make a written request within a reasonable period of time for a complete and accurate disclosure of the nature and scope of such investigation.

#### 16. Successors and Assigns.

This Agreement shall be binding upon the parties hereto and their successors and assigns. CSFB may transfer any or all Customer Account(s) to any such successor or assignee. Customer shall not assign its rights or obligations hereunder without the prior written consent of CSFB. Any such assignment by Customer without such prior written consent shall be void.

#### 17. Modification or Termination.

This Agreement may be terminated by either party hereto in its sole discretion upon giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding. No provision of this Agreement shall in any respect be waived, altered, modified or amended except in a writing duly executed on behalf of CSFB.

#### 18. Extraordinary Events.

CSFB shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, or by any other cause beyond CSFB's control.

#### 19. Single Agreement.

CSFB and Customer acknowledge that they have entered into this Agreement and will enter into Transactions in consideration of and in reliance upon the understanding that all such Transactions constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, in addition to any of the other rights and obligations set forth in this Agreement, (i) each of CSFB and Customer agrees to perform all of its obligations in respect of each such Transaction, and agrees that a default in the performance of any such obligation shall constitute a default in respect of all such Transactions, (ii) CSFB shall be entitled to set off claims and apply property held by it in respect of any such Transactions or otherwise against obligations owing to it or any of its affiliates in respect of any other such Transactions or otherwise and (iii) payments, deliveries and other transfers made by any CSFB Party in respect of any such Transactions shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other such Transactions, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted by the CSFB Parties. Customer agrees that any Event of Default hereunder shall constitute a default in all of Customer's Obligations to the CSFB Parties.

---

#### 20. Severability.

Each provision herein shall be treated as separate and independent from any other provision herein and shall be enforceable notwithstanding the unenforceability of any such other provision.

#### 21. Statement of Credit Policy.

Customer acknowledges receipt of the CSFB Statement of Credit Policy.

#### 22. Governing Law.

This Agreement and its enforcement shall be governed by the laws of the State of New York (without giving effect to the conflict of law principles thereof). The parties acknowledge that this Agreement is a, "securities contract" within the meaning of the Bankruptcy Code (11 U.S.C. Section 741(7)). CSFB and Customer agree that the securities intermediary's jurisdiction (within the meaning of the UCC) with respect to all Customer Accounts is the State of New York.

#### 23. Arbitration Agreement.

Customer acknowledges that:

- (i) arbitration is final and binding on the parties,
- (ii) the parties are waiving their right to seek remedies in court including the right to jury trial,
- (iii) pre-arbitration discovery is generally more limited than and different from court proceedings,
- (iv) the arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited, and
- (v) the panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

The Customer agrees, and by carrying an account for the Customer, CSFB agrees that all controversies which may arise between us concerning any Transactions or the construction, performance, or breach of this or any other agreement between us pertaining to securities and other property, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this Agreement shall be conducted before the New York Stock Exchange, Inc. ("NYSE"), or the National Association of Securities Dealers, Inc. ("NASD"), or the Municipal Securities Rulemaking Board ("MSRB") and in accordance with the rules obtaining of the selected organization. The Customer may elect in the first instance whether arbitration shall be by the NYSE, NASD or MSRB, but if the Customer fails to make such election, by registered letter or telegram addressed to CSFB to our main office, before the expiration of ten days after receipt of a written request from CSFB to make such election, then we may make such election. The award of the arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the

---

Customer is excluded from the class by court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

Before signing, Customer acknowledges having read the foregoing Agreement and the CREDIT SUISSE FIRST BOSTON LLC Statement of Credit Policy, if applicable, in its entirety and hereby consents and agrees to all the terms and conditions of these documents.

BY SIGNING THIS AGREEMENT CUSTOMER AGREES THAT ANY SECURITIES HELD ON MARGIN MAY BE LOANED TO CREDIT SUISSE FIRST BOSTON LLC OR LOANED OUT TO OTHERS.

BY SIGNING THIS AGREEMENT CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE AT PARAGRAPH 23 ABOVE.

CUSTOMER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THIS AGREEMENT.

Individual/Joint Account:

Dated: [ ]

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_ (Joint Account)  
Name:

Corporation/Partnerships:

By: \_\_\_\_\_ (Authorized Officer/General Partner)  
Name:

ADDRESS FOR NOTICE:

[Customer Name: ]

[Name and Street City State Zip Code]

---

#### STATEMENT OF CREDIT POLICY\*

This is to advise you of the terms and conditions under which interest will be charged with respect to accounts you maintain with the CREDIT SUISSE FIRST BOSTON LLC (“CSFB”) from time to time.

Regulation T of the Board of Governors of the Federal Reserve System (“**Regulation T**”) prohibits a broker-dealer from extending credit to a customer who maintains only a Special Cash Account. Should you establish a Margin Account, a broker-dealer is permitted to extend credit to you for the purpose of enabling you to purchase, sell, carry or otherwise trade in securities which the Federal Reserve Board has designated as “margin” securities.

##### 1. Method of Determining the Debit Balance.

If you have established a Margin Account with CSFB, you may purchase securities on margin and may sell securities you do not own (you may also sell short against the “**Box**”), contingent upon your prompt deposit of sufficient cash and/or securities to enable you and CSFB to comply with the margin requirements of the Federal Reserve Board, the New York Stock Exchange, Inc. and other securities regulatory or self-regulatory body having jurisdiction. The difference between the aggregate transaction price and the amount you are required to deposit represents your debit balance. Credit is extended to you by CSFB to the extent that it must pay the party from whom you have purchased securities, the difference between the aggregate purchase price and the amount you have deposited or, alternatively, the amount CSFB must pay in those instances when CSFB is required to borrow securities to effect delivery to the purchaser in a transaction where you have sold such securities short (or short against the “**Box**”).

##### 2. Conditions Under Which an Interest Charge Will Be Imposed.

Interest will be charged on the debit balance in your Margin Account commencing on the settlement date of the transaction creating such debit until the balance is paid in full. Additional purchases on margin, withdrawals of cash from your account (if permissible under Regulation T) or an increase in the market value of a security sold (or short against the “**Box**”) may create or add to your debit balance as may interest charged on your account and any other charge which may be assessed to your account.

##### 3. Annual Rate of Interest.

An annual interest rate will be imposed on the debit balance in your account at a level no more than 2% above the prevailing broker’s call money rate as determined by CSFB. This rate is subject to change without notice. In the event of any default, CSFB may charge interest as a rate fixed by it not greater than three times the prevailing broker’s call money rate which shall not exceed the highest rate permitted by the laws of the State of New York.

##### 4. Method of Computing Interest.

Interest is calculated by CSFB on a daily basis employing a 360 day year. Starting with the balance as of the close of the previous interest period, for each day of the new period, CSFB calculates your new debit or credit balance from the previous day's closing balance taking into consideration both debits and credits which occurred that day. To compute interest, the resulting daily balance, if a debit, is multiplied by 1/360th times the daily interest rate. The charge shown on the monthly statements furnished to you runs from the first calendar day of the current month to the last calendar day of the current month. CSFB reserves the right to waive interest charges under one dollar. For interest computation purposes, CSFB does not combine the balance in any Special Memorandum Account with the balance in any other account carried by it.

---

For monthly statement display purposes only, an average daily debit balance and an average interest rate is calculated by taking the day's balance if a debit and the interest rate that day which become components in the sums which equal the totals of all the resulting daily debit balances and interest rates for the period. These sums are divided by the number of calendar days to arrive at the average daily debit balance and interest rate for that interest period. For each interest period shown on your monthly statement, this monthly average balance and this monthly average interest rate and the number of calendar days for which a debit balance existed within an interest period are identified on your statement.

#### 5. Credit for Balances in Cash Accounts.

For interest computations, CSFB combines balances in all your account types at CSFB, other than those arising as a result of short sales in a Margin Account and sales of securities not on deposit in your Special Cash Account. This means any debit balance or available credit balance in such accounts will increase or decrease the average daily debit balance on which interest is computed as if there was just one combined account.

#### 6. Other Charges.

In the case of the prepayment of the proceeds of a sale, interest calculated as set forth above, is charged to the settlement date and is deducted from the prepayment disbursement.

#### 7. Lien Retained by CSFB.

In connection with its extension of credit to you, CSFB, as pledgee, retains a lien in accordance with paragraph 3 of CSFB'S Customer Agreement.

Any questions regarding CSFB's credit policy may be directed to your registered representative who will be pleased to provide further information.

CREDIT SUISSE FIRST BOSTON LLC, A REGISTERED BROKER-DEALER, IS REQUIRED TO DISCLOSE ITS CLIENT POLICY TO EACH CUSTOMER AT THE TIME THE CUSTOMER OPENS A MARGIN ACCOUNT IN ACCORDANCE WITH THE PROVISIONS OF RULE 10b-16 UNDER THE SECURITIES EXCHANGE ACT OF 1934

---

**\*\* FOR CORPORATE ACCOUNTS ONLY \*\***

(Suggested form of certificate and resolution. Cross out inapplicable terms)

#### CERTIFICATE AND CORPORATE RESOLUTION CREDIT SUISSE FIRST BOSTON LLC:

I, \_\_\_\_\_, Secretary of

Corporation, incorporated in the State of [ ], do hereby certify that at a meeting of the Board of Directors of this Corporation duly held on [ ], at which a quorum was present and acting throughout, the following Resolution was unanimously adopted and that it is now in full force and effect without amendment or modification:

RESOLVED, that each of the officers designated below is authorized and empowered to open and maintain with CREDIT SUISSE FIRST BOSTON LLC (the "**Brokers**") one or more accounts on behalf of the Corporation for the purchase and sale (including short sales) of, and dealing and trading in, the following: any and all forms of securities including, without limitation, stocks, bonds, debentures, notes, scrip, rights, warrants, certificates of deposit and certificates of interest or indebtedness of any and every kind and nature whatsoever, contracts for the forward delivery of U.S. Government and federal agency securities, asset backed securities, collateralized mortgage obligations, "when issued" transactions, standby (optional delivery) contracts and put and call option contracts (whether or not denominated as standby contracts) in such U.S. Government and agency securities, repurchase agreements and reverse repurchase (resale) agreements involving debt instruments of all kinds, foreign currencies and foreign denominated bonds of all kinds, mortgage loans, interest-rate (financial), stock-index, and currency futures contracts, and options on any underlying security, group of securities, currencies or index of securities, whether debt or equity, and options on interest-rate (financial), stock-index, and currency futures contracts, which options are currently trading, or may in the future trade, on any exchange or over the counter (hereafter collectively referred to as "**Securities**").

Each of the officers designated herein is fully authorized on behalf of the Corporation to give and receive from the Brokers oral or written instructions, confirmations, notices or demands by telephone, telegraph, or otherwise with respect to such accounts and at all times to have complete authority in every way to bind and obligate the Corporation for the carrying out of any contract, agreement or transaction entered into by any such officer and/or agent for and on behalf of the Corporation with or through the Brokers; to pay in cash, check or draft drawn upon the funds of the Corporation such sums as may be necessary in connection with any of the said accounts; to deliver Securities or other property to, and deposit funds with, the Brokers; to order the transfer or delivery of Securities or other property to such officer or any other person whatsoever, and/or to order the transfer of record of any Securities to any name selected by any of the said officers or agents; to affix the corporate seal to any documents or agreements, or otherwise; to endorse any Securities in order to pass title thereto; to direct the sale or exercise of any rights with respect to any Securities; to sign for the Corporation all releases, assignments, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any Securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any Securities; to appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

This Resolution shall be and remain in full force and effect until written notification of its revocation shall be received by the Brokers.

---

The officers herein referred to are as follows:

Name of Officer Title

A true copy and statement.

DATE: ATTEST:  
Secretary

---

### Margin Disclosure Statement

Credit Suisse First Boston LLC (“CSFB”) is furnishing this document to you to provide some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, you should carefully review the CSFB Customer Agreement, which includes a section applicable to margin accounts. Consult your registered representative at CSFB regarding any questions or concerns you may have with your margin accounts.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from CSFB. If you choose to borrow funds from CSFB, you will open a margin account with CSFB. The securities purchased are CSFB’s collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, CSFB can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with CSFB and its affiliates, in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin. These risks include, without limitation, the following:

- You can lose more funds than you deposit in the margin account. A decline in the value of securities that are purchased on margin may require you to provide additional funds to CSFB to avoid the forced sale of those securities or other securities or assets in your account(s).
  - CSFB can force the sale of securities or other assets in your account(s). If the equity in your account(s) falls below the maintenance margin requirements or CSFB’s higher “house” requirements, CSFB can sell the securities or other assets in any of your accounts held at CSFB and its affiliates to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.
  - CSFB can sell your securities or other assets without contacting you. Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. Most firms, including CSFB will attempt to notify their customers of margin calls, but they are not required to do so. However, even if a firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the customer.
  - You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call. Because the securities are collateral for the margin loan, CSFB has the right to decide which security to sell in order to protect its interests.
  - CSFB can increase its “house” maintenance margin requirements at any time and is not required to provide you advance written notice. These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause the member to liquidate or sell securities in your account(s).
  - You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.
-

## Exhibit C

## JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the common stock, \$10.00 par value, of SPX Corporation and further agree that this Joint Filing Agreement be included as an Exhibit to such joint filing. In evidence thereof, the undersigned hereby execute this Agreement this 15th day of November, 2004.

RELATIONAL INVESTORS, L.P.  
 RELATIONAL FUND PARTNERS, L.P.  
 RELATIONAL COAST PARTNERS, L.P.  
 RELATIONAL PARTNERS, L.P.  
 RH FUND 1, L.P.  
 RH FUND 2, L.P.  
 RH FUND 4, L.P.  
 RH FUND 6, L.P.  
 RH FUND 7, L.P.  
 RELATIONAL INVESTORS III, L.P.  
 RELATIONAL INVESTORS VIII, L.P.  
 RELATIONAL INVESTORS X, L.P.  
 RELATIONAL INVESTORS XI, L.P.  
 RELATIONAL INVESTORS XII, L.P.

By: RELATIONAL INVESTORS, LLC  
 as general partner to each, except as the sole managing member of the general partners of Relational Investors III, L.P. and Relational Investors X, L.P.

By: /s/ Ralph V. Whitworth  
 Ralph V. Whitworth, Principal

RELATIONAL INVESTORS, LLC

By: /s/ Ralph V. Whitworth  
 Ralph V. Whitworth, Principal

/s/ Ralph V. Whitworth  
 Ralph V. Whitworth

/s/ David H. Batchelder  
 David H. Batchelder

/s/ Joel L. Reed  
 Joel L. Reed

/s/ James J. Zehentbauer  
 James J. Zehentbauer

---