CORNING INC /NY

FORM 8-K
(Current report filing)

Filed 05/08/15 for the Period Ending 05/05/15

Address	ONE RIVERFRONT PLAZA
	CORNING, NY 14831
Telephone	6079749000
CIK	0000024741
Symbol	GLW
SIC Code	3357 - Drawing and Insulating of Nonferrous Wire
Industry	Electronic Instr. & Controls
Sector	Technology
Fiscal Year	12/31

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 5, 2015

CORNING INCORPORATED
(Exact name of registrant as specified in its charter)

New York	1-3247	16-0393470
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

One Riverfront Plaza, Corning, New York	14831
(Address of principal executive offices)	(Zip Code)

(607) 974-9000
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 7.01. Regulation FD Disclosure

Press Release of Corning Incorporated (the "Company") dated May 6, 2015 (the "Press Release") relating to the Notes (defined below) is furnished herewith as Exhibit 99.1. The information in the attached Press Release is furnished pursuant to Item 7.01 and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section, and is not incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act regardless of any general incorporation language in such filing.

Item 8.01. Other Events

Corning Incorporated Notes Offering.

On May 5, 2015, the Company agreed to sell $375,000,000 aggregate principal amount of 1.500% Notes due 2018 (the "2018 Notes") and $375,000,000 aggregate principal amount of 2.900% Notes due 2022 (the "2022 Notes" and, together with the 2018 Notes, the "Notes") pursuant to an Underwriting Agreement (the "Underwriting Agreement") and Pricing Agreement (the "Pricing Agreement"), each dated May 5, 2015, and each between the Company and Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representatives of the several underwriters named therein. The public offering price of the Notes was 99.907% of the principal amount of the 2018 Notes and 99.766% of the principal amount of the 2022 Notes. The Company expects to receive net proceeds from the sale of the Notes, after deducting underwriting discounts and estimated offering expenses, of approximately $744 million. The Company intends to use the net proceeds for general corporate purposes.

The Notes were offered and sold under the Company's registration statement on Form S-3 (Registration No. 333-201584) (the "Registration Statement"), filed with the Securities and Exchange Commission (the "SEC") on January 16, 2015 under the Securities Act. The Company has filed with the SEC a prospectus supplement, dated May 5, 2015, together with the accompanying prospectus, dated January 16, 2015, relating to the offer and sale of the Notes.

The closing of the sale of the Notes is scheduled to occur on May 8, 2015. The Notes will be issued pursuant to an Indenture (the "Indenture") dated as of November 8, 2000, between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee, and an Officers' Certificate of the Company to be delivered pursuant to Sections 201 and 301 of the Indenture.

The above description of the Underwriting Agreement, the Pricing Agreement, the Indenture, the Officers' Certificate and the Notes is qualified in its entirety by reference to the Underwriting Agreement, the Pricing Agreement, the Indenture, the form of Officers' Certificate and the forms of the Notes. Each of the Underwriting Agreement, the Pricing Agreement, the form of Officers' Certificate, the form of the 2018 Note and the form of the 2022 Note is filed as an Exhibit to this Current Report on Form 8-K. The Indenture was filed as an Exhibit to the Company's Registration Statement on Form S-3 filed with the SEC on March 15, 2001.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

1.1	Underwriting Agreement dated May 5, 2015, among the Company and Deutsche Bank Securities Inc., J.P. Morgan Securities LLC. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representatives of the several underwriters named therein (excluding annexes thereto).
1.2	Pricing Agreement dated May 5, 2015, among the Company and Deutsche Bank Securities Inc., J.P. Morgan Securities LLC. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representatives of the several underwriters named therein.
4.1	Form of Officers' Certificate of the Company to be delivered pursuant to Sections 201 and 301 of the Indenture dated as of November 8, 2000, between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee, relating to the Notes (excluding exhibits thereto).
4.2	Form of the 2018 Note.
4.3	Form of the 2022 Note.
5.1	Opinion of Linda E. Jolly, Vice President and Corporate Secretary of the Company regarding the legality of the Notes.
23.1	Consent of Linda E. Jolly (included in Exhibit 5.1)
99.1	Press Release dated May 6, 2015, issued by the Company relating to the Notes.

SIGNATURES

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

CORNING INCORPORATED
Registrant

Date: May 8, 2015

By / s / LINDA E. JOLLY
Linda E. Jolly
Vice President and Corporate Secretary

Index to Exhibits

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Exhibit 1.1

Corning Incorporated

$375,000,000 1.500% Notes due 2018
$375,000,000 2.900% Notes due 2022

Underwriting Agreement

May 5, 2015

Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

Ladies and Gentlemen:

From time to time, Corning Incorporated, a New York corporation (the " **Company** "), proposes to enter into one or more Pricing Agreements (each a " **Pricing Agreement** ") in the form of Annex I hereto, with such additions and deletions as the parties thereto may determine, and, subject to the terms and conditions stated herein and therein, to issue and sell to the firms named in Schedule I to the applicable Pricing Agreement (such firms constituting the " **Underwriters** " with respect to such Pricing Agreement and the securities specified therein) certain of its debt securities (the " **Securities** ") specified in Schedule II to such Pricing Agreement (with respect to such Pricing Agreement, the " **Firm Securities** " and, together with any Optional Securities, as defined below, the " **Designated Securities** ").

The Securities will be issued under an Indenture, dated as of November 8, 2000 (the " **Indenture** "), between the Company and The Bank of New York Mellon Trust Company, N.A. (successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee. The particular terms of any issuance of Securities will be determined at the time of offering pursuant to the resolutions and actions of the Board of Directors of the Company and the related Officers' Certificate in accordance with Section 301 of the Indenture.

1. Particular sales of Designated Securities may be made from time to time to the Underwriters of such Securities, for whom the firms designated as representatives of the Underwriters of such Securities in the Pricing Agreement relating thereto will act as representatives (the " **Representatives** "). The term "Representatives" also refers to a single firm acting as sole representative of the Underwriters and to Underwriters who act without any firm being designated as their representative. This Underwriting Agreement shall not be construed as an obligation of the Company to sell any of the Securities or as an obligation of any of the Underwriters to purchase the Securities. The

obligation of the Company to issue and sell any of the Securities and the obligation of any of the Underwriters to purchase any of the Securities shall be evidenced by the Pricing Agreement with respect to the Designated Securities specified therein. Each Pricing Agreement with respect to Designated Securities shall be substantially in the form attached hereto as Annex I and shall specify the names of the Underwriters of such Designated Securities, the names of the Representatives, if any, of such Underwriters, the principal amount of the Firm Securities and the principal amount of Optional Securities, if any, to be purchased by each Underwriter and the commission, if any, payable to the Underwriter with respect thereto, the purchase price to the Underwriters of such Designated Securities, the nature of the funds to be delivered by the Underwriters, the initial public offering price or the manner of determining such price, if any, and the other terms of the Designated Securities including interest rates, if any, maturity, whether such Securities will be convertible at the option of the holder thereof, any conversion rates or price(s), any redemption provisions and any sinking fund requirements. A Pricing Agreement shall be in the form of an executed writing (which may be in counterparts, and may be evidenced by an exchange of telegraphic communications or any other rapid transmission device designed to produce a written record of communications transmitted). The obligations of the Underwriters under this Agreement and each Pricing Agreement shall be several and not joint.

2. The Company represents and warrants to, and agrees with, each of the Underwriters that:

(a) An "automatic shelf registration statement" as defined under Rule 405 under the Securities Act of 1933, as amended (the " **Act** "), on Form S-3 (File No. 333-201584), including among the securities registered thereunder debt securities such as the Securities, has been filed with the Securities and Exchange Commission (the " **Commission** ") not more than three years prior to the date hereof; such registration statement, and any post-effective amendment thereto, became effective on filing; and no stop order suspending the effectiveness of such registration statement or any part thereof has been issued and no proceeding for that purpose has been initiated or threatened by the Commission, and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act has been received by the Company (the base prospectus filed as part of such registration statement, in the form in which it has most recently been filed with the Commission on or prior to the date of this Agreement, is hereinafter called the " **Base Prospectus** "; any preliminary prospectus (including any preliminary prospectus supplement) relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Act is hereinafter called a " **Preliminary Prospectus** "; the various parts of such registration statement, including all exhibits thereto but excluding Form T-1 and including any prospectus supplement relating to the Securities that is filed with the Commission and deemed by virtue of Rule 430B to be part of such registration statement, each as amended at the time such part of the registration statement became effective, are hereinafter collectively called the " **Registration Statement** "; the Base Prospectus, as amended and supplemented with respect to the Securities immediately prior to the Applicable Time (as defined in Section 1(c) hereof), is hereinafter called the " **Pricing Prospectus** "; the form of the final prospectus relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof is hereinafter called the " **Prospectus** "; any reference herein to the Base Prospectus, the Pricing Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Act, as of the date of such prospectus; any reference to any amendment or supplement to the Base Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any post-effective amendment to the Registration Statement, any prospectus supplement relating to the Securities filed with the Commission pursuant to Rule 424 (b) under the Act and any documents filed under the Securities Exchange Act of 1934, as amended (the " **Exchange Act** "), and incorporated by reference therein, in each case after the date of the Base Prospectus, such Preliminary Prospectus or the Prospectus, as the case may be; and any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Registration Statement that is incorporated by reference in the Registration Statement;

(b) No order preventing or suspending the use of any Preliminary Prospectus or any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Securities (an " **Issuer Free Writing Prospectus** ") has been issued by the Commission, and each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the Trust Indenture Act of 1939, as amended (the " **Trust Indenture Act** "), and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) (i) With respect to any issue of Securities to be sold pursuant to a Pricing Agreement, the " **Applicable Time** " will be such time on the date of such Pricing Agreement with respect to such Securities as is specified therein as the Applicable Time, and the " **Pricing Disclosure Package** " will be the Pricing Prospectus, together with (A) the information referenced in Schedule III to such Pricing Agreement and (B) such other documents, if any, as may be listed in Schedule III to such Pricing Agreement, taken together; (ii) with respect to each such issue of Securities, the Pricing Disclosure Package with respect to such Securities, as of the Applicable Time, will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading; and (iii) with respect to each such issue of Securities, each Issuer Free Writing Prospectus listed in Schedule III to the applicable Pricing Agreement, if any, will not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and, taken together with the Pricing Disclosure Package as of the Applicable Time, will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading; provided, however, that the representations and warranties in clauses (ii) and (iii) of this Section 2(c) shall not apply to statements or omissions made in the Pricing Disclosure Package or Prospectus in reliance upon and in conformity with information furnished in writing to the Company by any Underwriter through the Representatives expressly for use therein;

(d) The documents incorporated by reference in the Pricing Disclosure Package and the Prospectus as amended or supplemented, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Prospectus or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(e) The Registration Statement and the Prospectus conform, and any further amendments or supplements to the Registration Statement or the Prospectus will conform, in all material respects to the requirements of the Act and the Trust Indenture Act, and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to the Registration Statement and any amendment thereto and as of its date and as of the Time of Delivery (as defined in Section 4 hereof) as to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter of Designated Securities through the Representatives expressly for use in the Prospectus as amended or supplemented relating to such Securities;

(f) The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Prospectus and the Pricing Disclosure Package fairly presents the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto.

(g) Since the date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package and the Prospectus, the Company and its subsidiaries, taken as a whole, have not sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute, or from any court or governmental action, order or decree, otherwise than as set forth or contemplated in the Prospectus; and since the respective dates as of which information is given in the Registration Statement, the Pricing Disclosure Package, and the Prospectus: (i) there has not been any change in the capital stock or long-term debt of the Company or any of its subsidiaries, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the business, financial condition or results of operations of the Company and its subsidiaries, taken as a whole and (ii) neither the Company nor any of its subsidiaries has entered into any transaction or agreement that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole, in each case otherwise than as set forth or contemplated in the Pricing Disclosure Package and the Prospectus;

(h) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, with power and authority (corporate and other) to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus;

(i) The Company has an authorized capitalization as set forth in the Pricing Disclosure Package and the Prospectus, and all of the issued shares of capital stock (except for shares previously canceled) of the Company have been duly authorized and validly issued and are fully paid and non-assessable;

(j) The Firm Securities and any Optional Securities have been duly and validly authorized, and, when the Firm Securities are issued and delivered pursuant to this Agreement, and the Pricing Agreement with respect to such Designated Securities and in the case of any Optional Securities pursuant to Over-allotment Options (as defined in Section 3 hereof) with respect to such Securities, such Designated Securities will have been duly executed, authenticated, issued and delivered and will constitute valid and legally binding obligations of the Company, enforceable against the Company subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles and entitled to the benefits provided by the Indenture, which will be substantially in the form filed as an exhibit to the Registration Statement, as supplemented by the form of Designated Securities; the Indenture has been duly authorized, executed and delivered and, at the Time of Delivery for such Designated Securities (as defined in Section 4 hereof), the Indenture will constitute a valid and legally binding instrument, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Indenture conforms, and the Designated Securities will conform, to the descriptions thereof contained in the Prospectus as amended or supplemented; this Agreement has been, and the Pricing Agreement with respect to such Designated Securities will be, duly authorized, executed and delivered by the Company;

(k) The issue and sale of the Securities and the compliance by the Company with all of the provisions of the Securities, the Indenture, this Agreement and any Pricing Agreement and each Over-allotment Option, if any, and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any material indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject, nor will such action result in any violation of the provisions of the

Restated Certificate of Incorporation, filed with the New York Secretary of State on April 27, 2012, as amended by the Certificate of Amendment to the Restated Certificate of Incorporation, dated January 14, 2014 and filed with the New York Secretary of State on January 14, 2014, or the By-Laws, as amended through April 26, 2012, of the Company or any law, statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its properties; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Securities or the consummation by the Company of the transactions contemplated by this Agreement or any Pricing Agreement or any Over-allotment Option, or the Indenture except such as have been, or will have been prior to the Time of Delivery, obtained under the Act and the Trust Indenture Act and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Securities by the Underwriters;

(l) The statements set forth in the Pricing Disclosure Package and the Prospectus under the captions "Description of Debt Securities" and "Description of the Notes", insofar as they purport to constitute a summary of the terms of the Securities and the Designated Securities, are accurate, complete and fair in all material respects, and the statements set forth in the Pricing Disclosure Package and the Prospectus under the captions "Plan of Distribution" and "Underwriting", insofar as they purport to describe certain provisions of the documents referred to therein, are accurate, complete and fair in all material respects;

(m) Neither the Company nor any of its subsidiaries is in violation of its organizational documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or its properties may be bound, excepting violations or defaults which do not have, or are reasonably likely not to have a material adverse effect on the business, financial condition or results of operations of the Company and its subsidiaries taken as a whole;

(n) Other than as set forth or contemplated in the Pricing Disclosure Package and the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have, or are reasonably likely to have, a material adverse effect on the business, financial condition or results of operations of the Company and its subsidiaries taken as a whole; and, to the best of the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(o) The Company is not and, after giving effect to the offering and sale of the Securities, will not be an "investment company" or an entity "controlled" by an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended (the "**Investment Company Act**"); and

(p) (i) (A) At the time of filing the Registration Statement, (B) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus) and (C) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the Act) made any offer relating to the Securities in reliance on the exemption of Rule 163 under the Act, the Company was a "well-known seasoned issuer" as defined in Rule 405 under the Act; and (ii) at the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Securities, and as of the date of the execution and delivery of the Pricing Agreement and this agreement, the Company was not an "ineligible issuer" as defined in Rule 405 under the Act.

(q) None of the Company or its subsidiaries or, to the knowledge of the Company, any of their respective directors, officers, employees or authorized agents that will act in any capacity in connection with or directly benefit from the offering, issue or sale of the Securities or the transactions contemplated by the Securities, the Indenture, this Agreement or any Pricing Agreement and each Over-allotment Option, if any is (i) in violation of any Anti-Corruption Laws except as could not reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Company and its subsidiaries taken as a whole, (ii) a Sanctioned Person or (iii) operating, organized or resident in a Sanctioned Country, except in the case of (ii) or (iii) to the extent licensed by the Office of Foreign Assets Control of the United States or otherwise permissible under U.S. law. No offering, issue or sale of any Securities pursuant to this Agreement or any Pricing Agreement has been, is or will be made with the intent of using the proceeds thereof in a manner that would violate applicable Anti-Corruption Laws or Sanctions. The Company will not directly or, to its knowledge, indirectly use the proceeds of the offering of any Securities, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity to fund any activities or business (i) in violation of any Anti-Corruption Laws, (ii) of or with any Sanctioned Person or (iii) in, or with the government of, any Sanctioned Country, except in the case of (ii) or (iii) to the extent licensed by the Office of Foreign Assets Control of the United States or otherwise permissible under U.S. law. For purposes of this Section 2(q): "Anti-Corruption Laws" means the United States Foreign Corrupt Practices Act of 1977 and substantively similar anti-corruption laws and regulations of any country in which the Company or any of its subsidiaries operates. "Sanctions" means any international economic sanctions administered or enforced by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the European Union or Her Majesty's Treasury of the United Kingdom. "Sanctioned Country" means, at any time, a country or territory which is itself the subject or target of Sanctions by the United States (on the date of this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria). "Sanctioned Person" means, at any time, (a) any person listed in any Sanctions-related list of designated persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or any similar Sanctions list issued by Her Majesty's Treasury of the United Kingdom or European Union Sanctions authority, (b) any person operating, organized or resident in a Sanctioned Country or (c) any person owned or controlled by any such person or persons described in the foregoing clauses (a) or (b).

3. Upon the execution of the Pricing Agreement applicable to any Designated Securities and authorization by the Representatives of the release of such Firm Securities, the several Underwriters propose to offer such Firm Securities for sale upon the terms and conditions set forth in the Prospectus as amended or supplemented.

The Company may specify in the Pricing Agreement applicable to any Designated Securities that the Company thereby grants to the Underwriters the right (an " **Over-allotment Option** ") to purchase at their election up to the aggregate principal amount of Securities (the " **Optional Securities** ") set forth in such Pricing Agreement, at the terms set forth in the paragraph above, for the sole purpose of covering over-allotments in the sale of the Firm Securities. Any such election to purchase Optional Securities may be exercised only by written notice from the Representatives to the Company, given within the period specified in the Pricing Agreement, setting forth the aggregate principal amount of Optional Securities to be purchased and the date on which such Optional Securities are to be delivered, as determined by the Representatives but in no event earlier than the First Time of Delivery (as defined in Section 4 hereof) or, unless the Representatives and the Company otherwise agree in writing, earlier than or later than the respective number of business days after the date of such notice set forth in such Pricing Agreement.

The aggregate principal amount of Optional Securities to be added to the aggregate principal amount of Firm Securities to be purchased by each Underwriter as set forth in Schedule I to the Pricing Agreement applicable to such Designated Securities shall be, in each case, the aggregate principal amount of Optional Securities which the Company has been advised by the Representatives have been attributed to such Underwriter, provided that, if the Company has not been so advised, the aggregate principal amount of Optional Securities to be so added shall be, in each case, that proportion of Optional Securities which the aggregate principal amount of Firm Securities to be purchased by such Underwriter under such Pricing Agreement bears to the aggregate principal amount of Firm Securities. The total

principal amount of Designated Securities to be purchased by all the Underwriters pursuant to such Pricing Agreement shall be the aggregate principal amount of Firm Securities set forth in Schedule I to such Pricing Agreement plus the aggregate principal amount of the Optional Securities which the Underwriters elect to purchase.

4. Certificates for the Firm Securities and the Optional Securities, if any, to be purchased by each Underwriter pursuant to the Pricing Agreement relating thereto, in global, book-entry form and in such authorized denominations and registered in such names as the Representatives may request upon at least forty eight hours' prior notice to the Company, shall be delivered by or on behalf of the Company to the Representatives through the facilities of DTC for the respective accounts of the Underwriters, against payment by such Underwriters or on their behalf of the purchase price therefor by the method specified in such Pricing Agreement, (i) with respect to the Firm Securities, all at the place and time and date specified in such Pricing Agreement or at such other place and time and date as the Representatives and the Company may agree upon in writing, such time and date being herein called the " **First Time of Delivery** ", and (ii) with respect to the Optional Securities, if any, on the time and date specified by the Representatives in the written notice given by the Representatives of the Underwriters' election to purchase such Optional Securities, or at such other time and date as the Representatives and the Company may agree upon in writing, such time and date, if not the First Time of Delivery, herein called the " **Second Time of Delivery** ." Each such time and date for delivery is herein called a " **Time of Delivery** ." " **New York Business Day** " shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close.

4A. (a) (i) The Company and each Underwriter agree that the Underwriters may prepare and use one or more preliminary or final term sheets relating to the Securities containing customary information, including a free writing prospectus that describes the final terms of the Designated Securities or their offering and that is included in the final term sheet of the Company contemplated in Schedule IV to the Pricing Agreement or containing other information that is not "issuer information" as defined in Rule 433(h)(2); (ii) each Underwriter represents that, other than as permitted under subparagraph (a)(i) above, it has not made and will not make any offer relating to the Securities that would constitute a "free writing prospectus" as defined in Rule 405 under the Act required to be filed by the Company without the prior consent of the Company and the Representatives and that, with respect to any issue of Securities to be sold pursuant to a Pricing Agreement, Schedule III to such Pricing Agreement will be a complete list of any Issuer Free Writing Prospectuses for which the Underwriters have received such consent; and (iii) the Company represents and agrees that it has not made and will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus without the prior consent of the Representatives and that, with respect to any issue of Securities to be sold pursuant to a Pricing Agreement, Schedule III to such Pricing Agreement will be a complete list of any free writing prospectuses for which the Company has received such consent;

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus any event occurred or occurs as a result of which such Issuer Free Writing Prospectus or Pricing Disclosure Package would conflict with the information in the Registration Statement, the Preliminary Prospectus, the Prospectus as amended or supplemented or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus or other document which will correct such conflict, statement or omission; provided, however, that this representation and warranty shall not apply to any statements or omissions in an Issuer Free Writing Prospectus or Pricing Disclosure Package made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein.

5. The Company agrees with each of the Underwriters of any Designated Securities:

(a) To prepare the Prospectus in relation to the applicable Designated Securities in a form approved by the Representatives and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of the Pricing Agreement relating to the applicable Designated Securities or, if applicable, such earlier time as may be required by Rule 424(b); to make no further amendment or any supplement to the Registration Statement or Prospectus after the date of the Pricing Agreement relating to such Securities and prior to the Time of Delivery for such Securities which amendment or supplement shall be disapproved by the Representatives for such Securities promptly after reasonable notice thereof; to advise the Representatives promptly of any such amendment or supplement after such Time of Delivery and furnish the Representatives with copies thereof; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required in connection with the offering or sale of such Securities, and during such same period to advise the Representatives, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Preliminary Prospectus, the Prospectus or any amended Prospectus has been filed with the Commission, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any prospectus relating to the Securities, of the suspension of the qualification of such Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement, the Preliminary Prospectus or Prospectus or for additional information; and, in the event of the issuance of any such stop order or of any such order preventing or suspending the use of any prospectus relating to the Securities or suspending any such qualification, to use promptly its best efforts to obtain its withdrawal; with respect to any issue of Securities to be sold pursuant to a Pricing Agreement, but only if requested by the Representatives party to such Pricing Agreement prior to the Applicable Time, to prepare a final term sheet relating to such Securities in the form set forth in Schedule IV to such Pricing Agreement and to file such final term sheet pursuant to Rule 433(d) under the Act within the time required by such rule; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act;

(b) If required by Rule 430B(h) under the Act, to prepare a form of prospectus in a form approved by the Representatives and to file such form of prospectus pursuant to Rule 424(b) under the Act no later than may be required by Rule 424(b) under the Act; and to make no further amendment or supplement to such form of prospectus which shall be disapproved by the Representatives after reasonable notice thereof;

(c) Promptly from time to time to take such action as the Representatives may reasonably request to qualify such Securities for offering and sale under the securities laws of such jurisdictions as the Representatives may reasonably request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of such Securities, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction;

(d) To furnish the Underwriters with copies of the Prospectus and any amendment or supplement thereto in such quantities as the Representatives may from time to time reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time in connection with the offering or sale of the Securities and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or

supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Act, the Exchange Act or the Trust Indenture Act, to notify the Representatives and upon their request to file such document and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many copies as the Representatives may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance;

(e) To make generally available to its security holders as soon as practicable, but in any event not later than eighteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158 under the Act);

(f) During the period beginning from the date of the Pricing Agreement for such Designated Securities and continuing to and including the earlier of (i) the termination of trading restrictions for such Designated Securities and (ii) the Time of Delivery for such Designated Securities not to offer, sell, contract to sell or otherwise dispose of any securities of the Company which are substantially similar to the Designated Securities and which mature more than one year after the related Time of Delivery without your prior written consent; and

(g) If by the third anniversary (the " **Renewal Deadline** ") of the initial effective date of the Registration Statement, any of the Securities remain unsold by the Underwriters, the Company will file, if it has not already done so and is eligible to do so, a new automatic shelf registration statement relating to the Securities, in a form satisfactory to the Underwriters. If at the Renewal Deadline the Company is no longer eligible to file an automatic shelf registration statement, the Company will, if it has not already done so, file a new shelf registration statement relating to the Securities, in a form satisfactory to you and will use its best efforts to cause such registration statement to be declared effective within 180 days after the Renewal Deadline. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Securities to continue as contemplated in the expired registration statement relating to the Securities. References herein to the Registration Statement shall include such new automatic shelf registration statement or such new shelf registration statement, as the case may be.

6. The Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Securities under the Act and all other expenses in connection with the preparation, printing and filing of the Registration Statement, any Preliminary Prospectus and the Prospectus and amendments and supplements thereto and any Issuer Free Writing Prospectus and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, any Pricing Agreement, any Indenture, any warrant agreement, any delayed delivery contracts, and Blue Sky and legal investment memoranda and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (iii) all expenses in connection with the qualification of the Securities for offering and sale under state securities laws as provided in Section 5(c) hereof, including the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky and legal investment surveys; (iv) any fees charged by securities rating services for rating the Securities; (v) any filing fees incident to any required review by the Financial Industry Regulatory Authority, Inc. of the terms of the sale of the Securities; (vi) the cost of preparing the Securities; (vii) the fees and expenses of any Trustee, any Registrar, any Transfer Agent, and any agent of any Trustee, Registrar, Transfer Agent, and the fees and disbursements of counsel for any such persons in connection with any Indenture, and the Securities; and (viii) all other costs and expenses incident to the performance of the Company's obligations hereunder and under any Over-allotment Options which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, Section 8 and Section 11 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Securities by them, and any advertising expenses connected with any offers they may make.

7. The obligations of the Underwriters of any Designated Securities under the Pricing Agreement relating to such Designated Securities shall be subject, in the discretion of the Representatives, to the condition that all representations and warranties and other statements of the Company in or incorporated by reference in the Pricing Agreement relating to such Designated Securities are true and correct, at and as of each Time of Delivery and Applicable Time for such Designated Securities, the condition that the Company shall have performed in all material respects all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) Any Preliminary Prospectus and Prospectus as amended or supplemented in relation to the applicable Designated Securities shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; the final term sheet contemplated by Section 5(a) hereof and any other material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; and no stop order suspending or preventing the use of the Prospectus or any Issuer Free Writing Prospectus shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to the Representatives' reasonable satisfaction;

(b) Sullivan & Cromwell LLP, counsel for the Underwriters, shall have furnished to the Representatives such opinion or opinions, dated each Time of Delivery for such Designated Securities, with respect to the incorporation of the Company, the validity of the Indenture, the Designated Securities, the Registration Statement, the Prospectus, the Pricing Disclosure Package, and other related matters as the Representatives may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Linda E. Jolly, Vice President and Corporate Secretary of the Company, shall have furnished to the Representatives her written opinion, dated the Time of Delivery for such Designated Securities, in form and substance satisfactory to the Representatives, to the effect that:

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of New York, with corporate power and authority to own its properties and conduct its business as described in the Prospectus as amended or supplemented and the Pricing Disclosure Package;

(ii) The Company has an authorized capitalization as set forth in the Prospectus as amended or supplemented and the Pricing Disclosure Package and all of the issued shares of capital stock (except for shares previously canceled) of the Company have been duly authorized and validly issued and are fully paid and non-assessable;

(iii) The Company has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties so as to require such qualification (such counsel being entitled to rely in respect of the opinion in this clause upon opinions of local counsel, and, as to matters of fact, upon certificates of officers of the Company, provided that such counsel shall state that he believes that both you and she are justified in relying upon such opinions and certificates), except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have a material adverse effect on the business, financial condition or results of operations of the Company and its subsidiaries taken as a whole;

(iv) To the best of such counsel's knowledge, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject (other than as set forth in the Prospectus as supplemented or amended and the Pricing Disclosure Package and

other than litigation incident to the kind of business conducted by the Company and its subsidiaries, none of which litigation is material to the Company and its subsidiaries considered as a whole) which, if determined adversely to the Company or any of its subsidiaries, as the case may be, would individually or in the aggregate have a material adverse effect on the business, financial condition or results of operations of the Company and its subsidiaries taken as a whole; and to the best of such counsel's knowledge no such proceedings are threatened by governmental authorities or by others; and such counsel has not received notice that any such proceedings are contemplated by governmental authorities;

(v) This Agreement and the Pricing Agreement with respect to the Designated Securities have been duly authorized, executed and delivered by the Company;

(vi) The Designated Securities have been duly authorized, executed and authenticated, and when issued and delivered in accordance with this Agreement will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law) and entitled to the benefits provided by the Indenture; and the Designated Securities and the Indenture conform as to legal matters to the descriptions thereof in the Prospectus as amended or supplemented and the Pricing Disclosure Package; provided, however, that for the purposes of this paragraph (vi), such counsel may state that she has assumed that the Trustee's certificates of authentication of the Designated Securities have been manually signed by one of the Trustee's authorized officers;

(vii) The Indenture has been duly authorized, executed and delivered by the Company, and, assuming due authorization, execution and delivery by the Trustee, constitutes a valid and legally binding instrument, enforceable in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law); and the Indenture has been duly qualified under the Trust Indenture Act;

(viii) The issue and sale of the Designated Securities and the compliance by the Company with all of the provisions of the Designated Securities, the Indenture, any Over-allotment Options, this Agreement and the Pricing Agreement with respect to the Designated Securities and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any material indenture, mortgage, deed of trust, loan agreement or other agreement or instrument known to such counsel to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject, nor will such actions result in any violation of the provisions of the Restated Certificate of Incorporation (as amended) or the By-Laws of the Company or any law or statute or any violation of any material order, rule or regulation known to such counsel of any court or governmental agency or body having jurisdiction over the Company or any of its properties;

(ix) No consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Designated Securities or the consummation by the Company of the transactions contemplated by this Agreement or such Pricing Agreement or the Indenture or any Over-allotment Options, except such as have been obtained under the Act and the Trust Indenture Act and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Designated Securities by the Underwriters;

(x) The statements set forth in the Pricing Disclosure Package and the Prospectus under the captions "Description of Debt Securities" and "Description of the Notes", insofar as they purport to constitute a summary of the terms of the Securities and the Designated Securities," and under the captions "Plan of Distribution" and "Underwriting", insofar as they purport to describe certain provisions of the documents referred to therein, are accurate, complete and fair in all material respects;

(xi) The Company is not an "investment company" or an entity "controlled" by an "investment company", as such terms are defined in the Investment Company Act;

(xii) The documents incorporated by reference in the Prospectus as amended or supplemented and the Pricing Disclosure Package (other than the financial statements, related schedules and other financial data derived from accounting records contained or incorporated by reference therein, or omitted therefrom, as to which such counsel need express no opinion), when they became effective or were filed with the Commission, as the case may be, complied as to form in all material respects with the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder; and

(xiii) The Registration Statement, the Pricing Prospectus and the Prospectus as amended or supplemented and any further amendments and supplements thereto made by the Company prior to the Time of Delivery for the Designated Securities (other than the financial statements, related schedules and other financial data derived from accounting records contained or incorporated by reference therein, or omitted therefrom, as to which such counsel need express no opinion) comply as to form in all material respects with the requirements of the Act and the Trust Indenture Act and the rules and regulations thereunder.

In addition, such counsel shall state that she has no reason to believe that: (i) each part of the Registration Statement, other than the financial statements, related schedules and other financial data derived from accounting records, contained or incorporated by reference therein, or omitted therefrom, as to which such counsel need express no opinion, when such part became effective (and each part thereto), contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the documents specified in a schedule to such counsel's letter, consisting of those included in the Pricing Disclosure Package, as of the Applicable Time, contained an untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (iii) the Prospectus, other than the financial statements, related schedules and other financial data derived from accounting records contained or incorporated by reference therein, or omitted therefrom, as to which such counsel need express no opinion, as of its date and as of the date of any amendment or supplement thereto, contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or (iv) as of the Time of Delivery, either the documents specified in a schedule to such counsel's letter, consisting of those included in the Pricing Disclosure Package, or the Prospectus (or any such further amendment or supplement thereto) other than the financial statements, related schedules and other financial data derived from accounting records contained or incorporated by reference therein, or omitted therefrom, as to which such counsel need express no opinion, contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and such counsel has no reason to believe that any contracts or other documents incorporated by reference in the Prospectus as amended or supplemented and the Pricing Disclosure Package (other than the financial statements, related schedules and other financial data derived from accounting records, contained or incorporated by reference therein, or omitted therefrom, as to which such counsel need express no opinion), when they became effective or were filed with the Commission, as the case may be, contained: (a) in the case of a registration statement which became effective under the Act, an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or (b) in the case of other documents which were filed under the Act or the Exchange Act with the Commission, an untrue statement of a

material fact or omitted to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made when such documents were so filed, not misleading; and such counsel does not know of any contracts or other documents of a character required to be filed as an exhibit to the Registration Statement or required to be incorporated by reference into the Prospectus as amended or supplemented or required to be described in the Registration Statement or the Prospectus as amended or supplemented which are not filed or incorporated by reference or described as required;

(d) Nixon Peabody LLP, counsel to the Company, shall have furnished to the Representatives their written opinion, dated the Time of Delivery for such Designated Securities, in form and substance satisfactory to the Representatives, to the effect that the statements in the Pricing Disclosure Package and the Prospectus under the caption "Material United States Federal Income Tax Consequences", insofar as such statements constitute a summary of the United States federal tax laws referred to therein, constitute accurate summaries thereof in all material respects;

(e) On the date of the Pricing Agreement for such Designated Securities and at each Time of Delivery for such Designated Securities, PricewaterhouseCoopers LLP shall have furnished to the Representatives a letter, dated the date of the Pricing Agreement, and a letter dated such Time of Delivery, respectively, to the effect set forth in Annex II hereto, and with respect to such letter dated such Time of Delivery, as to such other matters as the Representatives may reasonably request and in form and substance satisfactory to the Representatives;

(f) (i) The Company and any of its subsidiaries, taken as a whole, have not sustained since the date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package or the Prospectus as amended or supplemented any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute, or from any court or government action, order or decree, otherwise than as set forth or contemplated in the Pricing Disclosure Package and the Prospectus and (ii) since the respective dates as of which information is given in the Registration Statement, Pricing Disclosure Package, and the Prospectus, (x) there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the business, financial condition or results of operations of the Company and its subsidiaries taken as a whole, and (y) neither the Company nor any of its subsidiaries shall have entered into any transaction or agreement that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole; in each case otherwise than as set forth or contemplated in the Pricing Disclosure Package and the Prospectus, the effect of which, in any such case described in Clause (i) or (ii), is in the judgment of the Representatives so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Designated Securities on the terms and in the manner contemplated in the Pricing Disclosure Package and the Prospectus as amended or supplemented;

(g) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded the Company's debt securities by any "nationally recognized statistical rating organization," as that term is defined by the Commission pursuant to Section 3(a)(62) of the Exchange Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities;

(h) On or after the Applicable Time, there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange; (ii) a suspension or material limitation in trading in the Company's securities on the New York Stock Exchange; (iii) a general moratorium on commercial banking activities in New York declared by either Federal or New York State authorities, or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war, or (v) the occurrence of any other material calamity or crises, if the effect of any such event specified in clause (iv)

or (v) in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Designated Securities on the terms and in the manner contemplated in the Prospectus (as amended or supplemented as of the date hereof) relating to the Designated Securities; and

(i) The Company shall have furnished or caused to be furnished to the Representatives at each Time of Delivery for the Designated Securities a certificate or certificates of officers of the Company satisfactory to the Representatives as to the accuracy of the representations and warranties of the Company herein at and as of each Time of Delivery, and at and as of the Applicable Time for the Designated Securities, as to the performance by the Company of all of its obligations hereunder to be performed at or prior to each Time of Delivery, as to the matters set forth in subsections (a) and (f) of this Section and as to such other matters as the Representatives may reasonably request.

8. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Pricing Disclosure Package, the Registration Statement, the Prospectus, the Prospectus as amended or supplemented and any other prospectus relating to the Securities, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Pricing Disclosure Package, the Registration Statement, the Prospectus, the Prospectus as amended or supplemented and any other prospectus relating to the Securities, or any such amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by any Underwriter of Designated Securities through the Representatives expressly for use in the Prospectus as amended or supplemented relating to such Securities.

(b) Each Underwriter will, severally and not jointly, indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Pricing Disclosure Package, the Registration Statement, the Prospectus, the Prospectus as amended or supplemented and any other prospectus relating to the Securities, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Pricing Disclosure Package, the Registration Statement, the Prospectus, the Prospectus as amended or supplemented and any other prospectus relating to the Securities, or any such amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any

such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 8 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters of the Designated Securities on the other from the offering of the Designated Securities to which such loss, claim, damage or liability (or action in respect thereof) relates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters of the Designated Securities on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and such Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from such offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by such Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or such Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the applicable Designated Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of the Underwriters of Designated Securities in this subsection (d) to contribute are several in proportion to their respective underwriting obligations with respect to such Securities and not joint.

(e) The obligations of the Company under this Section 8 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of the Act; and the obligations of the Underwriters under this Section 8 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company within the meaning of the Act.

9. (a) If any Underwriter shall default in its obligation to purchase the Firm Securities or Optional Securities which it has agreed to purchase under the Pricing Agreement relating to such Firm Securities or Optional Securities, the Representatives may in their discretion arrange for themselves or another party or other parties to purchase such Underwriters' Securities on the terms contained herein. If within thirty-six hours after such default by any Underwriter the Representatives do not arrange for the purchase of such Firm Securities or Optional Securities, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to the Representatives to purchase such Firm Securities or Optional Securities on such terms. In the event that, within the respective prescribed period, the Representatives notify the Company that they have so arranged for the purchase of such Firm Securities or Optional Securities, or the Company notifies the Representatives that it has so arranged for the purchase of such Firm Securities or Optional Securities, the Representatives or the Company shall have the right to postpone the Time of Delivery for such Firm Securities or Optional Securities for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus as amended or supplemented, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in the opinion of the Representatives may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to the Pricing Agreement with respect to such Designated Securities.

(b) If, after giving effect to any arrangements for the purchase of the Firm Securities or Optional Securities, as the case may be, of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate principal amount of such Firm Securities or Optional Securities, as the case may be, which remains unpurchased does not exceed one eleventh of the aggregate principal amount of the Firm Securities or Optional Securities, as the case may be, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Firm Securities or Optional Securities, as the case may be, which such Underwriter agreed to purchase under the Pricing Agreement relating to such Designated Securities and, in addition, to require each non defaulting Underwriter to purchase its pro rata share (based on the aggregate principal amount of Firm Securities or Optional Securities, as the case may be, which such Underwriter agreed to purchase under such Pricing Agreement) of the Firm Securities or Optional Securities, as the case may be, of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Firm Securities or Optional Securities, as the case may be, of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate principal amount of Firm Securities or Optional Securities, as the case may be, which remains unpurchased exceeds one eleventh of the aggregate principal amount of the Firm Securities or Optional Securities, as the case may be, as referred to in subsection (b) above, or if the Company shall not exercise the right described in subsection (b) above to require non defaulting Underwriters to purchase Firm Securities or Optional Securities, as the case may be, of a defaulting Underwriter or Underwriters, then the Pricing Agreement relating to such Designated Securities shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 6 hereof and the indemnity and contribution agreements in Section 8 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

10. The respective indemnities, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Securities.

11. If any Pricing Agreement or Over-allotment Option shall be terminated pursuant to Section 9 hereof, the Company shall not then be under any liability to any Underwriter with respect to the Firm Securities or Optional Securities covered by such Pricing Agreement except as provided in Section 6 and Section 8 hereof; but, if for any other reason Designated Securities are not delivered by or on behalf of the Company as provided herein, the Company will reimburse the Underwriters through the Representatives for all out-of-pocket expenses approved in writing by the Representatives, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of such Designated Securities, but the Company shall then be under no further liability to any Underwriter with respect to such Designated Securities except as provided in Section 6 and Section 8 hereof.

12. In all dealings hereunder, the Representatives of the Underwriters of Designated Securities shall act on behalf of each such Underwriter, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by such Representatives jointly or by such of the Representatives, if any, as may be designated for such purpose in the Pricing Agreement.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to the address of the Representatives as set forth in the Pricing Agreement; and if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Registration Statement; Attention: Secretary; provided, however, that any notice to an Underwriter pursuant to Section 8(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by the Representatives upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

13. This Agreement and each Pricing Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and, to the extent provided in Sections 8 and 10 hereof, the officers and directors of the Company and each person who controls the Company or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement or any such Pricing Agreement. No purchaser of any of the Securities from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

14. Time shall be of the essence for each Pricing Agreement. As used herein, "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

15. This Agreement and each Pricing Agreement shall be governed by and construed in accordance with the laws of the State of New York.

16. The Company hereby acknowledges that (a) the purchase and sale of the Designated Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Underwriters and any affiliate through which it may be acting, on the other, (b) the Underwriters are acting as principal and not as an agent or fiduciary of the Company and (c) the Company's engagement of the Underwriters in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether any of the Underwriters has advised or is currently advising the Company on related or other matters).

17. This Agreement and each Pricing Agreement may be executed by any one or more of the parties hereto and thereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

Very truly yours,

CORNING INCORPORATED

By /s/ Robert Vanni
Name: Robert Vanni
Title: Assistant Treasurer

Accepted as of the date hereof:

DEUTSCHE BANK SECURITIES INC.

By /s/ John C. McCabe
Name: John. C. McCabe
Title: Managing Director

/s/ Scott Flieger
Name: Scott Flieger
Title: Managing Director

Accepted as of the date hereof:

J.P. MORGAN SECURITIES LLC

By /s/ Robert Bottamedi
Name: Robert Bottamedi
Title: Vice President

Accepted as of the date hereof:

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By /s/ Keith Harman
Name: Keith Harman
Title: Managing Director

Exhibit 1.2

PRICING AGREEMENT

May 5, 2015

Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

Ladies and Gentlemen:

Corning Incorporated, a New York corporation (the " **Company** "), proposes, subject to the terms and conditions stated herein and in the Underwriting Agreement, dated May 5, 2015 (the " **Underwriting Agreement** "), to issue and sell to the Underwriters named in Schedule I hereto (the " **Underwriters** ") the Securities specified in Schedule II hereto (the " **Designated Securities** "). Each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety, and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Pricing Agreement, except that each representation and warranty that refers to the Pricing Disclosure Package or the Prospectus in Section 2 of the Underwriting Agreement shall be deemed to be a representation or warranty as of the date of the Underwriting Agreement in relation to the Pricing Disclosure Package or Prospectus, and also a representation and warranty as of the date of this Pricing Agreement in relation to the Pricing Disclosure Package or the Prospectus as amended or supplemented relating to the Designated Securities which are the subject of this Pricing Agreement. Each reference to the Representatives herein and in the provisions of the Underwriting Agreement so incorporated by reference shall be deemed to refer to you. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined. The Representatives designated to act on behalf of the Representatives and on behalf of each of the Underwriters of the Designated Securities pursuant to Section 12 of the Underwriting Agreement and the address of the Representatives referred to in such Section 12 are set forth at the end of Schedule II hereto.

An amendment to the Registration Statement, or a supplement to the Prospectus, as the case may be, relating to the Designated Securities, in the form heretofore delivered to you is now proposed to be filed with the Commission.

Subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, the Company agrees to issue and sell to the Underwriters, and the Underwriters agree to purchase from the Company, severally and not jointly, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the principal amount of Securities set forth opposite the name of such Underwriters in Schedule I hereto.

If the foregoing is in accordance with your understanding, please sign and return to us four counterparts hereof, and upon acceptance hereof by you, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement between you and the Company.

Very truly yours,

CORNING INCORPORATED

By /s/ Robert Vanni
Name: Robert Vanni
Title: Assistant Treasurer

Accepted as of the date hereof:

DEUTSCHE BANK SECURITIES INC.

By /s/ John C. McCabe
Name: John C. McCabe
Title: Managing Director

By /s/ Scott Flieger
Name: Scott Flieger
Title: Managing Director

Accepted as of the date hereof:

J.P. MORGAN SECURITIES LLC

By /s/ Robert Bottamedi
Name: Robert Bottamedi
Title: Vice President

Accepted as of the date hereof:

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By /s/ Keith Harman
Name: Keith Harman
Title: Managing Director

SCHEDULE I

Underwriter	Principal Amount of 1.500% Notes due 2018 to be Purchased	Principal Amount of 2.900% Notes due 2022 to be Purchased
Deutsche Bank Securities Inc.	$ 93,750,000	$ 93,750,000
J.P. Morgan Securities LLC	$ 93,750,000	$ 93,750,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	$ 93,750,000	$ 93,750,000
Citigroup Global Markets Inc.	$ 23,625,000	$ 23,625,000
HSBC Securities (USA) Inc.	$ 23,250,000	$ 23,250,000
Mitsubishi UFJ Securities (USA), Inc.	$ 23,625,000	$ 23,625,000
SMBC Nikko Securities America, Inc.	$ 23,250,000	$ 23,250,000
Total	$ 375,000,000	$ 375,000,000

SCHEDULE II-A

Title of Designated Securities	1.500% Notes due 2018 (the "2018 Notes")
Aggregate Principal Amount	$375,000,000
Price to Public	99.907%
Purchase Price by Underwriters	99.557%
Specified Funds for Payment of Purchase Price	Federal (same-day) funds
Indenture	Indenture, dated as of November 8, 2000, between Corning Incorporated and The Bank of New York Mellon Trust Company, N.A. (successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee
Maturity	May 8, 2018
Interest Rate	1.500%
Interest Payment Dates	Each May 8 and November 8, commencing on November 8, 2015
Redemption Provisions	**Optional Redemption**

The 2018 Notes will be redeemable in whole at any time or in part from time to time, at the option of the Company. If the Company redeems the 2018 Notes at any time prior to their scheduled maturity date, the redemption price will be equal to the greater of (i) 100% of the principal amount of the 2018 Notes to be redeemed; or (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the 2018 Notes to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 10 basis points.

In any redemption, the Company will pay accrued and unpaid interest on the principal being redeemed to but not including the date of redemption.

" **Comparable Treasury Issue** " means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the 2018 Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the 2018 Notes.

" **Comparable Treasury Price** " means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

" **Independent Investment Banker** " means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

" **Reference Treasury Dealer** " means each of Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated and their respective successors, and three other firms that are primary U.S. Government securities dealers (each a " **Primary Treasury Dealer** ") which the Company will specify from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

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

" **Treasury Rate** " means, with respect to any redemption date, the rate per year equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Treasury Rate shall be calculated on the third business day preceding the redemption date.

Notice of redemption will be transmitted at least 30 days but not more than 60 days before the redemption date to each holder of record of the 2018 Notes to be redeemed at its registered address.

The 2018 Notes are subject to repurchase at the option of the holders, as follows:

If a Change of Control Triggering Event (as defined below) occurs, unless the Company has exercised its right to redeem the 2018 Notes as described above, the Company will be required to make an offer to each holder to repurchase all or, at the holder's option, any part (equal to $2,000 or any multiple of $1,000 in excess thereof), of each holder's 2018 Notes pursuant to the offer described below (the "Change of Control Offer"). In the Change of Control Offer, the Company will be required to offer to repurchase each holder's 2018 Notes in cash at a price equal to 101% of the aggregate principal amount of 2018 Notes repurchased, plus any accrued and unpaid interest on the 2018 Notes repurchased to, but not including, the date of repurchase (the "Change of Control Payment").

Within 30 days following any Change of Control Triggering Event, the Company will be required to, or at the Company's option, prior to any Change of Control but after the public announcement of a pending Change of Control, the Company may, send to each holder of 2018 Notes a notice describing the transaction that constitutes or may constitute the Change of Control Triggering Event and offering to repurchase such 2018 Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is transmitted (a "Change of Control Payment Date"). The notice, if transmitted prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

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

- accept for payment all 2018 Notes or portions of 2018 Notes properly tendered pursuant to the Change of Control Offer;
- deposit with the paying agent an amount equal to the Change of Control Payment in respect of all 2018 Notes or portions of 2018 Notes properly tendered; and
- deliver or cause to be delivered to the Trustee the 2018 Notes properly accepted together with an officers' certificate stating the aggregate principal amount of 2018 Notes or portions of 2018 Notes being purchased by the Company.

The paying agent will be required to promptly deliver, to each holder who properly tendered 2018 Notes, the Change of Control Payment for such 2018 Notes, and the Trustee will be required to promptly authenticate and mail (or cause to be transferred by book entry) to each such holder a new 2018 Note equal in principal amount to any unpurchased portion of the 2018 Notes surrendered, if any; provided that each new 2018 Note will be in a principal amount of $2,000 or a multiple of $1,000 in excess thereof.

The Company will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes an offer to purchase the 2018 Notes in the manner, at the times and otherwise in compliance with the requirements for an offer to purchase made by the Company and such third party purchases all 2018 Notes properly tendered and not withdrawn under its offer. In the event that such third party terminates or defaults its offer, the Company will be required to make a Change of Control Offer treating the date of such termination or default as though it were the date of the Change of Control Triggering Event.

In addition, the Company will not repurchase any 2018 Notes if there has occurred and is continuing on the Change of Control Payment Date an event of default under the Indenture, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

Except as provided for in the last sentence of the next paragraph, the Company may only make an amendment or modification to the provisions obligating it to repurchase the 2018 Notes upon a Change of Control Triggering Event which adversely affects the interest of any holder, with the consent of each holder of the 2018 Notes to be affected by such amendment or modification.

The Company will comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the 2018 Notes as a result of a Change of Control Triggering Event. To the extent that the provision of any such securities laws or regulations conflicts with the Change of Control Offer provisions of the 2018 Notes, the Company will comply with those securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Offer provisions of the 2018 Notes by virtue of any such conflict.

For these purposes, the following terms will be applicable:

" **Change of Control** " means the occurrence of any one of the following:

- the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger, amalgamation, arrangement or consolidation), in one or a series of related transactions, of all or substantially all of the Company's properties or assets and those of its subsidiaries, taken as a whole, to one or more persons, other than to the Company or one of its subsidiaries;
- the first day on which a majority of the members of the Company's board of directors is not composed of Continuing Directors (as defined below);
- the consummation of any transaction including, without limitation, any merger, amalgamation, arrangement or consolidation the result of which is that any person becomes the beneficial owner, directly or indirectly, of more than 50% of the Company's Voting Stock, measured by voting power rather than number of shares;
- the Company consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into, the Company, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Company or of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Company's Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person or any direct or indirect parent company of the surviving person immediately after giving effect to such transaction; or
- the adoption of a plan relating to the Company's liquidation or dissolution (other than the Company's liquidation into a newly formed holding company).

Notwithstanding the foregoing, a transaction described in the third bullet point above will not be deemed to involve a Change of Control if (1) the Company becomes a direct or indirect wholly-owned subsidiary of a holding company (which shall include a direct or indirect parent company of such holding company) and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as, and hold in substantially the same proportions as, the holders of the Company's Voting Stock immediately prior to that transaction or (B) immediately following that transaction no person, other than a holding company satisfying the requirements of this sentence, is the

beneficial owner, directly or indirectly of more than 50% of the then outstanding Voting Stock, measured by voting power, of such holding company or its parent company. Following any such transaction, references in this definition to the Company shall be deemed to refer to such holding company. For the purposes of this definition, "person" and "beneficial owner" have the meanings used in Section 13(d) of the Exchange Act and the rules and regulations thereunder.

" **Change of Control Triggering Event** " means the 2018 Notes cease to be rated Investment Grade by each of the Rating Agencies on any date during the 60-day period (the "Trigger Period") following the earlier date of (1) the first public announcement of the Change of Control or the Company's intention to effect a Change of Control and (2) the consummation of such Change of Control, which Trigger Period will be extended following consummation of a Change of Control for so long as the rating of the 2018 Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies. Unless at least one Rating Agency is providing a rating for the long-term unsecured debt of the Company at the commencement of any Trigger Period, the 2018 Notes will be deemed to have ceased to be rated Investment Grade during that Trigger Period. Notwithstanding the foregoing, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

" **Continuing Directors** " means, as of any date of determination, any member of the Company's board of directors who (1) was a member of the Company's board of directors on the date the 2018 Notes were originally issued or (2) was nominated for election, elected or appointed to the Company's board of directors with the approval of a majority of the Continuing Directors who were members of the Company's board of directors at the time of such nomination, election or appointment (either by specific action of the board of directors or by approval by such directors of the Company's proxy statement in which such member was named as a nominee for election as a director).

" **Fitch** " means Fitch Ratings Inc., and its successors.

" **Investment Grade** " means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's or BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

" **Moody's** " means Moody's Investors Service, Inc., a subsidiary of Moody's Corporation, and its successors.

" **Rating Agencies** " means (a) each of Fitch, Moody's and S&P; and (b) if any of the Rating Agencies ceases to provide rating services to issuers or investors, a "nationally recognized statistical rating organization" as defined in Section 3(a)(62) of the Exchange Act that is selected by the Company (as certified by the Company's chief executive officer or chief financial officer) as a replacement for Fitch, Moody's or S&P, or all of them, as the case may be.

" **S&P** " means Standard & Poor's Ratings Services, a division of McGraw-Hill Financial, Inc., and its successors.

	" **Voting Stock** " of any specified person as of any date means the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.
Sinking Fund Provisions	None
Defeasance Provisions	The 2018 Notes are subject to the Company's ability to choose "full defeasance" or "covenant defeasance" as described in the base prospectus.
Applicable Time	2:17 p.m. (New York City time) on May 5, 2015
Time of Delivery	9:00 a.m. (New York City time) on May 8, 2015
Closing Location	Sullivan & Cromwell LLP 125 Broad Street New York, New York 10004
Delayed Delivery	n/a
Names and Addresses of Representatives	Deutsche Bank Securities Inc. 60 Wall Street New York, NY 10005 J.P. Morgan Securities LLC 383 Madison Avenue New York, New York 10179 Merrill Lynch, Pierce, Fenner & Smith Incorporated One Bryant Park New York, New York 10036
Designated Representatives	Deutsche Bank Securities Inc. 60 Wall Street New York, NY 10005 J.P. Morgan Securities LLC 383 Madison Avenue New York, New York 10179 Merrill Lynch, Pierce, Fenner & Smith Incorporated One Bryant Park New York, New York 10036

Address for Notices, etc.	Deutsche Bank Securities Inc. 60 Wall Street New York, NY 10005 Attn: Debt Capital Markets Syndicate Facsimile: (212) 797-2202
	J.P. Morgan Securities LLC 383 Madison Avenue New York, New York 10179 Attn: Investment Grade Syndicate Desk Facsimile: (212) 834-6081
	Merrill Lynch, Pierce, Fenner & Smith Incorporated 50 Rockefeller Plaza NY1-050-12-01 New York, New York 10020 Attention: High Grade Transaction Management/Legal Facsimile: (646) 855-5958

SCHEDULE II-B

Title of Designated Securities	2.900% Notes due 2022 (the "2022 Notes")
Aggregate Principal Amount	$375,000,000
Price to Public	99.766%
Purchase Price by Underwriters	99.141%
Specified Funds for Payment of Purchase Price	Federal (same-day) funds
Indenture	Indenture, dated as of November 8, 2000, between Corning Incorporated and The Bank of New York Mellon Trust Company, N.A. (successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee
Maturity	May 15, 2022
Interest Rate	2.900%
Interest Payment Dates	Each May 15 and November 15, commencing on November 15, 2015
Redemption Provisions	**Optional Redemption** The 2022 Notes will be redeemable in whole at any time or in part from time to time, at the option of the Company. If the Company redeems the 2022 Notes more than 60 days prior to their scheduled maturity date, the redemption price will be equal to the greater of (i) 100% of the principal amount of the 2022 Notes to be redeemed; or (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the 2022 Notes to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 15 basis points. If the Company redeems the 2022 Notes on or after the date that is 60 days prior to the scheduled maturity date of the 2022 Notes, the redemption price will be equal to 100% of the principal amount of the 2022 Notes to be redeemed. In any redemption, the Company will pay accrued and unpaid interest on the principal being redeemed to but not including the date of redemption. " **Comparable Treasury Issue** " means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the 2022 Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the 2022 Notes.

" **Comparable Treasury Price** " means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

" **Independent Investment Banker** " means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

" **Reference Treasury Dealer** " means each of Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated and their respective successors, and three other firms that are primary U.S. Government securities dealers (each a " **Primary Treasury Dealer** ") which the Company will specify from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

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

" **Treasury Rate** " means, with respect to any redemption date, the rate per year equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Treasury Rate shall be calculated on the third business day preceding the redemption date.

Notice of redemption will be transmitted at least 30 days but not more than 60 days before the redemption date to each holder of record of the 2022 Notes to be redeemed at its registered address.

The 2022 Notes are subject to repurchase at the option of the holders, as follows:

If a Change of Control Triggering Event (as defined below) occurs, unless the Company has exercised its right to redeem the 2022 Notes as described above, the Company will be required to make an offer to each holder to repurchase all or, at the holder's option, any part (equal to $2,000 or any multiple of $1,000 in excess thereof), of each holder's 2022 Notes pursuant to the offer described below (the "Change of Control Offer"). In the Change of Control Offer, the Company will be required to offer to repurchase each holder's 2022 Notes in cash at a price equal to 101% of the aggregate principal amount of 2022 Notes repurchased, plus any accrued and unpaid interest on the 2022 Notes repurchased to, but not including, the date of repurchase (the "Change of Control Payment").

Within 30 days following any Change of Control Triggering Event, the Company will be required to, or at the Company's option, prior to any Change of Control but after the public announcement of a pending Change of Control, the Company may, send to each holder of 2022 Notes a notice describing the transaction that constitutes or may constitute the Change of Control Triggering Event and offering to repurchase such 2022 Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is transmitted (a "Change of Control Payment Date"). The notice, if transmitted prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

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

- accept for payment all 2022 Notes or portions of 2022 Notes properly tendered pursuant to the Change of Control Offer;
- deposit with the paying agent an amount equal to the Change of Control Payment in respect of all 2022 Notes or portions of 2022 Notes properly tendered; and
- deliver or cause to be delivered to the Trustee the 2022 Notes properly accepted together with an officers' certificate stating the aggregate principal amount of 2022 Notes or portions of 2022 Notes being purchased by the Company.

The paying agent will be required to promptly deliver, to each holder who properly tendered 2022 Notes, the Change of Control Payment for such 2022 Notes, and the Trustee will be required to promptly authenticate and mail (or cause to be transferred by book entry) to each such holder a new 2022 Note equal in principal amount to any unpurchased portion of the 2022 Notes surrendered, if any; provided that each new 2022 Note will be in a principal amount of $2,000 or a multiple of $1,000 in excess thereof.

The Company will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes an offer to purchase the 2022 Notes in the manner, at the times and otherwise in compliance with the requirements for an offer to purchase made by the Company and such third party purchases all 2022 Notes properly tendered and not withdrawn under its offer. In the event that such third party terminates or defaults its offer, the Company will be required to make a Change of Control Offer treating the date of such termination or default as though it were the date of the Change of Control Triggering Event.

In addition, the Company will not repurchase any 2022 Notes if there has occurred and is continuing on the Change of Control Payment Date an event of default under the Indenture, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

Except as provided for in the last sentence of the next paragraph, the Company may only make an amendment or modification to the provisions obligating it to repurchase the 2022 Notes upon a Change of Control Triggering Event which adversely affects the interest of any holder, with the consent of each holder of the 2022 Notes to be affected by such amendment or modification.

The Company will comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the 2022 Notes as a result of a Change of Control Triggering Event. To the extent that the provision of any such securities laws or regulations conflicts with the Change of Control Offer provisions of the 2022 Notes, the Company will comply with those securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Offer provisions of the 2022 Notes by virtue of any such conflict.

For these purposes, the following terms will be applicable:

" **Change of Control** " means the occurrence of any one of the following:

- the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger, amalgamation, arrangement or consolidation), in one or a series of related transactions, of all or substantially all of the Company's properties or assets and those of its subsidiaries, taken as a whole, to one or more persons, other than to the Company or one of its subsidiaries;
- the first day on which a majority of the members of the Company's board of directors is not composed of Continuing Directors (as defined below);
- the consummation of any transaction including, without limitation, any merger, amalgamation, arrangement or consolidation the result of which is that any person becomes the beneficial owner, directly or indirectly, of more than 50% of the Company's Voting Stock, measured by voting power rather than number of shares;
- the Company consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into, the Company, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Company or of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Company's Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person or any direct or indirect parent company of the surviving person immediately after giving effect to such transaction; or
- the adoption of a plan relating to the Company's liquidation or dissolution (other than the Company's liquidation into a newly formed holding company).

Notwithstanding the foregoing, a transaction described in the third bullet point above will not be deemed to involve a Change of Control if (1) the Company becomes a direct or indirect wholly-owned subsidiary of a holding company (which shall include a direct or indirect parent company of such holding company) and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as, and hold in substantially the same proportions as, the holders of the Company's Voting Stock immediately prior to that transaction or (B) immediately following that transaction no person, other than a holding company satisfying the requirements of this sentence, is the

beneficial owner, directly or indirectly of more than 50% of the then outstanding Voting Stock, measured by voting power, of such holding company or its parent company. Following any such transaction, references in this definition to the Company shall be deemed to refer to such holding company. For the purposes of this definition, "person" and "beneficial owner" have the meanings used in Section 13(d) of the Exchange Act and the rules and regulations thereunder.

" **Change of Control Triggering Event** " means the 2022 Notes cease to be rated Investment Grade by each of the Rating Agencies on any date during the 60-day period (the "Trigger Period") following the earlier date of (1) the first public announcement of the Change of Control or the Company's intention to effect a Change of Control and (2) the consummation of such Change of Control, which Trigger Period will be extended following consummation of a Change of Control for so long as the rating of the 2022 Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies. Unless at least one Rating Agency is providing a rating for the long-term unsecured debt of the Company at the commencement of any Trigger Period, the 2022 Notes will be deemed to have ceased to be rated Investment Grade during that Trigger Period. Notwithstanding the foregoing, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

" **Continuing Directors** " means, as of any date of determination, any member of the Company's board of directors who (1) was a member of the Company's board of directors on the date the 2022 Notes were originally issued or (2) was nominated for election, elected or appointed to the Company's board of directors with the approval of a majority of the Continuing Directors who were members of the Company's board of directors at the time of such nomination, election or appointment (either by specific action of the board of directors or by approval by such directors of the Company's proxy statement in which such member was named as a nominee for election as a director).

" **Fitch** " means Fitch Ratings Inc., and its successors.

" **Investment Grade** " means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's or BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

" **Moody's** " means Moody's Investors Service, Inc., a subsidiary of Moody's Corporation, and its successors.

" **Rating Agencies** " means (a) each of Fitch, Moody's and S&P; and (b) if any of the Rating Agencies ceases to provide rating services to issuers or investors, a "nationally recognized statistical rating organization" as defined in Section 3(a)(62) of the Exchange Act that is selected by the Company (as certified by the Company's chief executive officer or chief financial officer) as a replacement for Fitch, Moody's or S&P, or all of them, as the case may be.

" **S&P** " means Standard & Poor's Ratings Services, a division of McGraw-Hill Financial, Inc., and its successors.

	" **Voting Stock** " of any specified person as of any date means the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.
Sinking Fund Provisions	None
Defeasance Provisions	The 2022 Notes are subject to the Company's ability to choose "full defeasance" or "covenant defeasance" as described in the base prospectus.
Applicable Time	2:17 p.m. (New York City time) on May 5, 2015
Time of Delivery	9:00 a.m. (New York City time) on May 8, 2015
Closing Location	Sullivan & Cromwell LLP 125 Broad Street New York, New York 10004
Delayed Delivery	n/a
Names and Addresses of Representatives	Deutsche Bank Securities Inc. 60 Wall Street New York, NY 10005 J.P. Morgan Securities LLC 383 Madison Avenue New York, New York 10179 Merrill Lynch, Pierce, Fenner & Smith Incorporated One Bryant Park New York, New York 10036
Designated Representatives	Deutsche Bank Securities Inc. 60 Wall Street New York, NY 10005 J.P. Morgan Securities LLC 383 Madison Avenue New York, New York 10179 Merrill Lynch, Pierce, Fenner & Smith Incorporated One Bryant Park New York, New York 10036

Address for Notices, etc.	Deutsche Bank Securities Inc. 60 Wall Street New York, NY 10005 Attn: Debt Capital Markets Syndicate Facsimile: (212) 797-2202
	J.P. Morgan Securities LLC 383 Madison Avenue New York, New York 10179 Attn: Investment Grade Syndicate Desk Facsimile: (212) 834-6081
	Merrill Lynch, Pierce, Fenner & Smith Incorporated 50 Rockefeller Plaza NY1-050-12-01 New York, New York 10020 Attention: High Grade Transaction Management/Legal Facsimile: (646) 855-5958

SCHEDULE III

Documents in Pricing Disclosure Package :

(a) Issuer Free Writing Prospectus:

- Final term sheet substantially in the form set forth in Schedule IV hereto, as filed with the Commission pursuant to Rule 433 and dated May 5, 2015.

(b) Additional Information in Pricing Disclosure Package:

None.

(c) Additional Documents Incorporated by Reference:

None.

Additional Issuer Free Writing Prospectus Not in Pricing Disclosure Package :

Roadshow Presentation relating to the Company and Designated Securities, dated May 2015

SCHEDULE IV

Filed Pursuant to Rule 433
Registration No. 333-201584
Supplementing the Preliminary Prospectus
Supplement dated May 5, 2015
(To a Prospectus dated January 16, 2015)

PRICING TERM SHEET
May 5, 2015

Issuer:	Corning Incorporated
Expected Ratings (Moody's/S&P/Fitch)*	[Reserved]
Trade Date:	May 5, 2015
Expected Settlement Date:	May 8, 2015 (T+3)

1.500% Notes due 2018

Security:	1.500% Notes due 2018 (the "2018 Notes")
Principal Amount:	$375,000,000
Maturity Date:	May 8, 2018
Coupon:	1.500%
Interest Payment Dates:	May 8 and November 8, commencing November 8, 2015
Price to Public:	99.907%
Spread to Benchmark Treasury:	T+55 bps
Benchmark Treasury:	0.750% notes due April 15, 2018
Benchmark Treasury Yield:	0.982%
Yield to Maturity:	1.532%
Optional Redemption:	The 2018 Notes will be redeemable in whole at any time or in part from time to time, at the option of the Company. If the Company redeems the 2018 Notes at any time prior to their scheduled maturity date, the redemption price will be equal to the greater of (i) 100% of the principal amount of the 2018 Notes to be redeemed; or (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the 2018 Notes to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 10 basis points. In any redemption, the Company will pay accrued and unpaid interest on the principal being redeemed to but not including the date of redemption.
Repurchase Upon a Change of Control Triggering Event:	Upon the occurrence of a Change of Control Triggering Event, the Company will be required to make an offer to purchase the 2018 Notes at a price equal to 101% of the principal amount plus accrued and unpaid interest to but not including the date of redemption.
Denominations:	$2,000 and integral multiples of $1,000 in excess thereof
CUSIP / ISIN:	219350BA2 / US219350BA25

2.900% Notes due 2022

Security:	2.900% Notes due 2022 (the "2022 Notes")
Principal Amount:	$375,000,000
Maturity Date:	May 15, 2022
Coupon:	2.900%
Interest Payment Dates:	May 15 and November 15, commencing November 15, 2015
Price to Public:	99.766%
Spread to Benchmark Treasury:	T+100 bps
Benchmark Treasury:	1.750% notes due April 30, 2022
Benchmark Treasury Yield:	1.937%
Yield to Maturity:	2.937%
Optional Redemption:	The 2022 Notes will be redeemable in whole at any time or in part from time to time, at the option of the Company. If the Company redeems the 2022 Notes more than 60 days prior to their scheduled maturity date, the redemption price will be equal to the greater of (i) 100% of the principal amount of the 2022 Notes to be redeemed; or (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the 2022 Notes to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 15 basis points. If the Company redeems the 2022 Notes on or after the date that is 60 days prior to the scheduled maturity date of the 2022 Notes, the redemption price will be equal to 100% of the principal amount of the 2022 Notes to be redeemed. In any redemption, the Company will pay accrued and unpaid interest on the principal being redeemed to but not including the date of redemption.
Repurchase Upon a Change of Control Triggering Event:	Upon the occurrence of a Change of Control Triggering Event, the Company will be required to make an offer to purchase the 2022 Notes at a price equal to 101% of the principal amount plus accrued and unpaid interest to but not including the date of redemption.
Denominations:	$2,000 and integral multiples of $1,000 in excess thereof
CUSIP / ISIN:	219350BB0 / US219350BB08
Joint Book-Running Managers:	Deutsche Bank Securities Inc. J.P. Morgan Securities LLC Merrill Lynch, Pierce, Fenner & Smith Incorporated
Co-Managers:	Citigroup Global Markets Inc. HSBC Securities (USA) Inc. Mitsubishi UFJ Securities (USA), Inc. SMBC Nikko Securities America, Inc.

* Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

The 2018 Notes and the 2022 Notes are being offered separately, and are not part of a unit. The closing of the 2018 Notes is not conditioned on the closing of the 2022 Notes or vice-versa.

The issuer has filed a registration statement (including a prospectus and the preliminary prospectus supplement relating to the securities described above) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus and the preliminary prospectus supplement relating to the securities described above in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering.

You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov . Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Deutsche Bank Securities Inc. at (800) 503-4611 (toll free), by calling J.P. Morgan Securities LLC at (212) 834-4533 (collect) or by calling Merrill Lynch, Pierce, Fenner & Smith Incorporated at (800) 294-1322 (toll free).

Exhibit 4.1

CORNING INCORPORATED

1.500% Notes due 2018

2.900% Notes due 2022

Officers' Certificate

Pursuant to the Indenture, dated as of November 8, 2000 (the "Indenture"), as supplemented, between Corning Incorporated (the "Company") and The Bank of New York Mellon Trust Company, N.A. (successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (the "Trustee"), and resolutions duly adopted by the Board of Directors of the Company at a meeting of the Board of Directors duly called and held on December 3, 2014, at which a quorum was present in person or by teleconference and acting throughout (the "Resolutions"), this Officers' Certificate is being delivered to the Trustee to establish the terms of a series of Securities in accordance with Section 301 of the Indenture and to establish the form of the Securities of such series in accordance with Section 201 of the Indenture.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Indenture.

A. Establishment of Series pursuant to Section 301 of Indenture.

There is hereby established pursuant to Section 301 of the Indenture a series of Securities which shall have the following terms:

(1) One series of the Securities shall bear the title "1.500% Notes due 2018" (the "2018 Notes") and the second series of the Securities shall bear the title "2.900% Notes due 2022" (the "2022 Notes" and, together with the 2018 Notes, the "Notes").

(2) The aggregate principal amount of Notes to be issued pursuant to this Officers' Certificate shall be initially limited to $375,000,000 for the 2018 Notes and $375,000,000 for the 2022 Notes (except for Notes authenticated and delivered upon registration of, transfer of, or in exchange for, or in lieu of, other Notes pursuant to Section 304, 305, 306, 906 or 1107 of the Indenture and except for any Notes which, pursuant to Section 303 of the Indenture, are deemed never to have been authenticated and delivered thereunder). The Company may from time to time, without consent of the existing Holders create and issue additional Notes of either series (the "Additional Notes") having the same terms and conditions as the applicable series of Notes in all respects, except for the issue date, issue price and, under some

circumstances, the first payment of interest thereon. Such Additional Notes of a series, at the Company's determination and in accordance with the provisions of the Indenture, will be consolidated with and form a single series with the previously outstanding Notes of such series for U.S. federal income tax purposes and for all purposes under the Indenture, including, without limitation, amendments, waivers and redemptions. The aggregate principal amount of the Additional Notes of either series, if any, shall be unlimited.

(3) Interest will be payable to the Person in whose name a Note of a series is registered at the close of business on the Regular Record Date (as defined below) for such series of Notes next preceding each Interest Payment Date (as defined below) for such series of Notes; provided, however, that interest payable on the respective Stated Maturity of the Notes shall be payable to the Person to whom principal shall be payable.

(4) The date on which the principal of the Notes is due and payable shall be May 8, 2018 for the 2018 Notes and May 15, 2022 for the 2022 Notes.

(5) The 2018 Notes shall bear interest at the rate of 1.500% per annum (based upon a 360-day year consisting of twelve 30-day months), and the 2022 Notes shall bear interest at the rate of 2.900% per annum (based upon a 360-day year consisting of twelve 30-day months).

The 2018 Notes shall bear interest from and including May 8, 2015, or from and including the most recent Interest Payment Date to which interest on the 2018 Notes has been paid or duly provided for, as the case may be, payable semiannually on May 8 and November 8 in each year, commencing on November 8, 2015, until the principal thereof is paid or made available for payment. Each such May 8 or November 8 shall be an "Interest Payment Date" for the 2018 Notes, and each May 1 or November 1 (whether or not a Business Day), as the case may be, next preceding an Interest Payment Date for the 2018 Notes shall be the "Regular Record Date" for the interest payable on the 2018 Notes on such Interest Payment Date.

The 2022 Notes shall bear interest from and including May 8, 2015, or from and including the most recent Interest Payment Date to which interest on the 2022 Notes has been paid or duly provided for, as the case may be, payable semiannually on May 15 and November 15 in each year, commencing on November 15, 2015, until the principal thereof is paid or made available for payment. Each such May 15 or November 15 shall be an "Interest Payment Date" for the 2022 Notes, and each May 1 or November 1 (whether or not a Business Day), as the case may be, next preceding an Interest Payment Date for the 2022 Notes shall be the "Regular Record Date" for the interest payable on the 2022 Notes on such Interest Payment Date.

(6) Principal of and interest on the Notes will be payable, and, except as provided in Section 305 of the Indenture with respect to any Global Security (as defined below), the transfer of the Notes will be registrable and Notes will be exchangeable for Notes bearing identical terms and provisions at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent"), in the Borough of Manhattan, The City of New York.

(7) The Notes shall be redeemable as follows:

Each series of Notes will be redeemable in whole at any time or in part from time to time, at the option of the Company. If the Company redeems the 2018 Notes prior to their final Stated Maturity or the 2022 Notes more than 60 days prior to their final Stated Maturity, the redemption price for the Notes of such series will be equal to the greater of (i) 100% of the principal amount of the Notes of such series to be redeemed; or (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes of such series to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 10 basis points in the case of the 2018 Notes and 15 basis points in the case of the 2022 Notes. If the Company redeems the 2022 Notes on or after the date that is 60 days prior to their final Stated Maturity, the redemption price for the 2022 Notes will be equal to 100% of the principal amount of the 2022 Notes to be redeemed.

The Company will pay accrued and unpaid interest on the principal amount of the Notes being redeemed to but not including the Redemption Date.

In connection with such optional redemption, the following defined terms apply:

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

" **Comparable Treasury Price** " means, with respect to any Redemption Date, (1) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

" **Independent Investment Banker** " means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

" **Redemption Date** " means the date fixed for redemption of the Notes by or pursuant to the Indenture.

" **Reference Treasury Dealer** " means each of Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated and their

respective successors, and three other firms that are primary U.S. Government securities dealers (each a "Primary Treasury Dealer") which the Company will specify from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

" **Reference Treasury Dealer Quotations** " means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

" **Treasury Rate** " means, with respect to any Redemption Date, the rate per year equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate shall be calculated on the third Business Day preceding the Redemption Date.

If the Company decides to redeem less than all of the outstanding Notes of a series, the Notes of such series to be redeemed will be selected in the case of Global Securities (as defined below), in accordance with the Applicable Procedures or, in other cases, by any other method the Trustee considers fair and appropriate.

Notice of redemption will be transmitted at least 30 but not more than 60 days before the Redemption Date to each Holder of record of the Notes to be redeemed at its registered address.

The Notes are subject to repurchase at the option of the Holders, as follows:

If a Change of Control Triggering Event occurs, unless the Company has exercised its right to redeem the Notes, it will be required to make an offer to each Holder to repurchase all or, at the Holder's option, any part (equal to $2,000 or any multiple of $1,000 in excess thereof), of each Holder's Notes pursuant to the offer described below (the "Change of Control Offer"). In the Change of Control Offer, the Company will be required to offer to repurchase each Holder's Notes in cash at a price equal to 101% of the aggregate principal amount of Notes repurchased, plus any accrued and unpaid interest on the Notes repurchased to, but not including, the date of repurchase (the "Change of Control Payment").

Within 30 days following any Change of Control Triggering Event, or at the Company's option, prior to any Change of Control, but after the public announcement of a pending Change of Control, the Company will be required to send to each Holder of Notes a notice describing the transaction that constitutes or may constitute the Change of Control Triggering Event and offering to repurchase such Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is

transmitted (a “Change of Control Payment Date”). The notice, if transmitted prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

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

- accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;
- deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and
- deliver or cause to be delivered to the Trustee the Notes properly accepted together with an officer’s certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company.

The Paying Agent will be required to promptly deliver, to each Holder who properly tendered Notes, the Change of Control Payment for such Notes, and the Trustee will be required to promptly authenticate and mail (or cause to be transferred by book entry) to each such Holder a new note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; provided that each new note will be in a principal amount of $2,000 or a multiple of $1,000 in excess thereof.

The Company will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes an offer to purchase the Notes in the manner, at the times and otherwise in compliance with the requirements for an offer to purchase made by the Company and such third party purchases all Notes properly tendered and not withdrawn under its offer. In the event that such third party terminates or defaults its offer, the Company will be required to make a Change of Control Offer treating the date of such termination or default as though it were the date of the Change of Control Triggering Event.

The Company will not repurchase any Notes if there has occurred and is continuing on the Change of Control Payment Date an Event of Default, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

Except as provided in the last sentence of the next paragraph, the Company may only make an amendment or modification to the provisions obligating it to repurchase Notes upon a Change of Control Triggering Event which adversely affects the interest of any Holder, with the consent of each Holder of Notes to be affected by such amendment or modification.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provision of any such securities laws or regulations conflicts with the Change of Control Offer provisions of the Notes, the Company will comply with those securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Offer provisions of the Notes by virtue of not complying with the Change of Control Offer provisions as a result of any such conflict.

For these purposes, the following terms will be applicable:

" **Change of Control** " means the occurrence of any one of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger, amalgamation, arrangement or consolidation), in one or a series of related transactions, of all or substantially all of the Company's properties or assets and those of its subsidiaries, taken as a whole, to one or more persons, other than to the Company or one of its subsidiaries; (2) the first day on which a majority of the members of the Company's board of directors is not composed of Continuing Directors (as defined below); (3) the consummation of any transaction including, without limitation, any merger, amalgamation, arrangement or consolidation the result of which is that any person becomes the beneficial owner, directly or indirectly, of more than 50% of the Company's Voting Stock, measured by voting power rather than number of shares; (4) the Company consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into, the Company, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Company or of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Company's Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person or any direct or indirect parent company of the surviving person immediately after giving effect to such transaction; or (5) the adoption of a plan relating to the Company's liquidation or dissolution (other than its liquidation into a newly formed holding company). Notwithstanding the foregoing, a transaction described in clause (3) above will not be deemed to involve a Change of Control if (l) the Company becomes a direct or indirect wholly-owned subsidiary of a holding company (which shall include a direct or indirect parent company of such holding company) and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as, and hold in substantially the same proportions as, the holders of the Company's Voting Stock immediately prior to that transaction or (B) immediately following that transaction no person, other than a holding company satisfying the requirements of this sentence, is the beneficial owner, directly or indirectly, of more than 50% of the then outstanding Voting Stock, measured by voting power, of such holding company or its parent company. Following any such transaction, references in this definition to the Company shall be deemed to refer to such holding company. For the purposes of this definition, "person" and "beneficial owner" have the meanings used in Section 13(d) of the Exchange Act and the rules and regulations thereunder.

" **Change of Control Triggering Event** " means the Notes cease to be rated Investment Grade by each of the Rating Agencies on any date during the 60-day period (the "Trigger Period") following the earlier date of (1) the first public announcement of the Change of Control or the Company's intention to effect a Change of Control and (2) the consummation of such Change of Control, which Trigger Period will be extended following consummation of a Change of Control for so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies. Unless at least one Rating Agency is providing a rating for the long-term unsecured debt of the Company at the commencement of any Trigger Period, the Notes will be deemed to have ceased to be rated Investment Grade during that Trigger Period. Notwithstanding the foregoing, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

" **Continuing Directors** " means, as of any date of determination, any member of the Company's Board of Directors who (1) was a member of the Company's Board of Directors on the date the Notes were originally issued; or (2) was nominated for election, elected or appointed to the Company's Board of Directors with the approval of a majority of the Continuing Directors who were members of the Company's Board of Directors at the time of such nomination, election or appointment (either by specific action of the board of directors or by approval by such directors of the Company's proxy statement in which such member was named as a nominee for election as a director).

" **Fitch** " means Fitch Ratings, Inc., and its successors.

" **Investment Grade** " means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's or BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

" **Moody's** " means Moody's Investors Service, Inc., a subsidiary of Moody's Corporation, and its successors.

" **Rating Agencies** " means (a) each of Fitch, Moody's and S&P; and (b) if any of the Rating Agencies ceases to provide rating services to issuers or investors, a "nationally recognized statistical rating organization" as defined in Section 3(a)(62) of the Exchange Act that is selected by the Company (as certified by the Company's chief executive officer or chief financial officer) as a replacement for Fitch, Moody's or S&P, or all of them, as the case may be.

" **S&P** " means Standard & Poor's Ratings Services, a division of McGraw-Hill Financial, Inc., and its successors.

" **Voting Stock** " of any specified person as of any date means the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

(8) Except as provided in paragraph (7), the Company shall not be obligated to redeem or purchase any Notes pursuant to any sinking fund or analogous provisions or at the option of any Holder.

(9) Notes may be issued only in fully registered form and the authorized denomination of the Notes shall be $2,000 and any integral multiple of $1,000 in excess thereof.

(10) The amount of payments of principal of and any premium or interest on the Notes will not be determined with reference to an index or pursuant to a formula.

(11) The Notes shall be denominated, and payments of principal of and interest on the Notes will be made, in United States dollars.

(12) The payments of principal of and interest on the Notes shall not be payable at the election of the Company or Holder in one or more currencies, composite currencies or currency units.

(13) The portion of the principal amount of the Notes which shall be payable upon declaration of acceleration of maturity thereof shall not be other than the principal amount thereof.

(14) The defeasance provisions set forth in Sections 1302 and 1303 of the Indenture shall apply to the Notes.

(15) Each series of Notes will be represented by a global security (a "Global Security") registered in the name of a nominee of the Depositary. The Depository Trust Company will act as Depositary. Except as provided in Section 305 of the Indenture, Notes will not be issuable in definitive form and will not be exchangeable or transferable. So long as the Depositary or its nominee is the registered holder of any Global Security, the Depositary or its nominee, as the case may be, will be considered the sole Holder of the Notes represented by such Global Security for all purposes under the Indenture and the Notes.

(16) The Notes shall be subject to the Events of Default specified in Section 501, paragraphs (l) through (6), of the Indenture.

(17) The Notes shall be entitled to the benefit of the covenants set forth in Article Ten of the Indenture.

(18) The Notes shall not be convertible into shares of common stock of the Company or exchangeable for any other securities.

(19) The 2018 Notes and the 2022 Notes shall have such other terms and provisions as are provided in the form attached hereto as Exhibit A and B , respectively.

B. Establishment of Note Form Pursuant to Section 201 of Indenture.

It is hereby established pursuant to Section 201 of the Indenture that the Global Security representing the 2018 Notes and the 2022 Notes shall be substantially in the form attached hereto as Exhibit A and B , respectively.

C. Other Matters.

Attached as Exhibit C hereto are true and correct copies of the Resolutions; such Resolutions have not been further amended, modified or rescinded and remain in full force and effect; and such Resolutions, together with this Officers' Certificate, are the only resolutions, approval or other action adopted by the Company's Board of Directors, or any committee thereof or by any Authorized Officers relating to the offering and sale of the Notes.

The undersigned Linda E. Jolly and Robert P. Vanni, respectively, being Authorized Officers as defined in the Resolutions, each certifies that he has approved the terms of the Notes as set forth in this Officers' Certificate, all in accordance with the authority of such officer pursuant to such Resolutions.

The Company agrees (i) to provide the Trustee with such reasonable information as it has in its possession to enable the Trustee to determine whether any payments pursuant to the Indenture are subject to the withholding requirements described in Section 1471(b) of the US Internal Revenue Code of 1986 (the "Code") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations, or agreements thereunder or official interpretations thereof ("Applicable Law"), and (ii) that the Trustee shall be entitled to make any withholding or deduction from payments under the Indenture to the extent necessary to comply with Applicable Law, for which the Trustee shall not have any liability.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 8th day of May, 2015.

CORNING INCORPORATED

By: _____
Name: Linda E. Jolly
Title: Vice President and Corporate Secretary

By: _____
Name: Robert P. Vanni
Title: Assistant Treasurer

Exhibit 4.2

(FACE OF SECURITY)

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (THE "DEPOSITARY") AND ANY PAYMENT IS MADE TO CEDE & CO., OR SUCH OTHER NAME REQUESTED BY THE DEPOSITARY, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR THE INDIVIDUAL SECURITIES REPRESENTED HEREBY, THIS GLOBAL SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

1.500% Notes due 2018

CORNING INCORPORATED

Issue Date: May 8, 2015 Maturity: May 8, 2018

Principal Amount: $375,000,000 CUSIP No.: 219350 BA2

Registered: R-1 ISIN No.: US219350BA25

Corning Incorporated, a corporation duly organized and existing under the laws of the State of New York (herein called the "Company", which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of Three Hundred Seventy-Five Million Dollars ($375,000,000) on May 8, 2018, and to pay interest thereon from May 8, 2015 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semiannually on May 8 and November 8 in each year, commencing November 8, 2015, and at the Maturity thereof, at the rate of 1.500% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security is registered at the close of business on the Regular Record Date for such interest, which shall be May 1 or November 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest so payable, but not punctually paid or duly provided for, on any Interest Payment Date will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid in any other lawful manner not inconsistent with the requirements of any securities exchange on which this Security may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and interest on this Security will be made at the office or agency of the Company maintained for that purpose in New York, New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, against surrender of this Security in the case of any payment due at the Maturity of the principal thereof; provided , however , that at the option of the Company, payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; and provided , further , that if this security is a Global Security, payment may be made pursuant to the Applicable Procedures of the Depositary as permitted in said Indenture.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: May 8, 2015

[SEAL]

CORNING INCORPORATED

By: _____
Name: Robert P. Vanni
Title: Assistant Treasurer

Attest: By: _____
Name: Linda E. Jolly
Title: Vice President and Corporate Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein and referred to in the within-mentioned Indenture.

Dated: May 8, 2015

THE BANK OF NEW YORK

MELLON TRUST COMPANY, N.A.,

as Trustee

_____

Authorized Signatory

(REVERSE OF SECURITY)

1.500% Notes due 2018

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of November 8, 2000 (herein called the "Indenture", which term shall have the meaning assigned to it in such instrument), as supplemented, between the Company and The Bank of New York Mellon Trust Company, N.A. (successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited initially in aggregate principal amount to $375,000,000 (which amount may be increased at the option of the Company as provided below if in the future it determines that it may wish to sell additional Securities of this series).

The Company may from time to time, without consent of the existing Holders create and issue additional Securities of this series (the "Additional Securities") having the same terms and conditions as the Securities of this series in all respects, except for the issue date, issue price and, under some circumstances, the first payment of interest thereon. Such Additional Securities, at the Company's determination and in accordance with the provisions of the Indenture, will be consolidated with and form a single series with the previously outstanding Securities of this series for U.S. federal income tax purposes and for all purposes under the Indenture, including, without limitation, amendments, waivers and redemptions. The aggregate principal amount of the Additional Securities, if any, of this series shall be unlimited.

The Securities of this series are subject to redemption as follows:

The Securities will be redeemable in whole at any time or in part from time to time, at the option of the Company. If the Company redeems the Securities prior to their final Stated Maturity, the redemption price will be equal to the greater of (i) 100% of the principal amount of the Securities to be redeemed; or (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 10 basis points.

The Company will pay accrued and unpaid interest on the principal amount being redeemed to but not including the Redemption Date.

In connection with such option redemption, the following defined terms apply:

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

“Comparable Treasury Price” means, with respect to any Redemption Date, (1) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

“Independent Investment Banker” means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

“Redemption Date” means the date fixed for redemption of the Security by or pursuant to the Indenture.

"Reference Treasury Dealer" means each of Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated and their respective successors, and three other firms that are primary U.S. Government securities dealers (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per year equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate shall be calculated on the third Business Day preceding the Redemption Date.

If the Company decides to redeem less than all of the Outstanding Securities, the Securities to be redeemed will be selected in the case of Global Securities, in accordance with the Applicable Procedures, or in other cases, by any other method the Trustee considers fair and appropriate.

Notice of redemption will be transmitted at least 30 but not more than 60 days before the Redemption Date to each Holder of record of the Securities to be redeemed at its registered address.

The Securities of this series are subject to repurchase at the option of the Holder as follows: If a Change of Control Triggering Event (as defined below) occurs, unless the Company has exercised its right to redeem the Securities, it will be required to make an offer to each Holder to repurchase all or, at the Holder's option, any part (equal to $2,000 or any multiple of $1,000 in excess thereof) of each

Holder's Securities pursuant to the offer described below (the "Change of Control Offer"). In the Change of Control Offer, the Company will be required to offer to repurchase each Holder's Securities in cash at a price equal to 101% of the aggregate principal amount of Securities repurchased, plus any accrued and unpaid interest on the Securities repurchased to, but not including, the date of repurchase (the "Change of Control Payment").

Within 30 days following any Change of Control Triggering Event, or at the Company's option, prior to any Change of Control (as defined below), but after the public announcement of a pending Change of Control, the Company will be required to send to each Holder of Securities, a notice describing the transaction that constitutes or may constitute the Change of Control Triggering Event and offering to repurchase such Securities on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is transmitted (a "Change of Control Payment Date"). The notice, if transmitted prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

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

- accept for payment all Securities or portions of Securities properly tendered pursuant to the Change of Control Offer;
- deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Securities or portions of Securities properly tendered; and
- deliver or cause to be delivered to the Trustee the Securities properly accepted together with an officer's certificate stating the aggregate principal amount of Securities or portions of Securities being purchased by the Company.

The paying agent will be required to promptly deliver, to each Holder who properly tendered Securities, the Change of Control Payment for such Securities, and the Trustee will be required to

promptly authenticate and mail (or cause to be transferred by book entry) to each such Holder a new Security equal in principal amount to any unpurchased portion of the Securities surrendered, if any; provided that each new Security will be in a principal amount of $2,000 or a multiple of $1,000 in excess thereof.

The Company will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes an offer to purchase the Securities in the manner, at the times and otherwise in compliance with the requirements for an offer to purchase made by the Company and such third party purchases all Securities properly tendered and not withdrawn under its offer. In the event that such third party terminates or defaults its offer, the Company will be required to make a Change of Control Offer treating the date of such termination or default as though it were the date of the Change of Control Triggering Event.

The Company will not repurchase any Securities if there has occurred and is continuing on the Change of Control Payment Date an Event of Default other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

Except as provided in the last sentence of the next paragraph, the Company may only make an amendment or modification to the provisions obligating it to repurchase the Securities upon a Change of Control Triggering Event which adversely affects the interest of any Holder, with the consent of each Holder of the series of Securities to be affected by such amendment or modification.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Securities as a result of a Change of Control Triggering Event. To the extent that the provision of any such securities laws or regulations conflicts with the Change of Control Offer provisions of the Securities, the Company will comply with those securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Offer provisions of the Securities by virtue of not complying with the Change of Control Offer provisions as a result of any such conflict.

For these purposes, the following terms will be applicable:

"Change of Control" means the occurrence of any one of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger, amalgamation, arrangement or consolidation), in one or a series of related transactions, of all or substantially all of the Company's properties or assets and those of its subsidiaries, taken as a whole, to one or more persons, other than to the Company or one of its subsidiaries; (2) the first day on which a majority of the members of the Company's board of directors is not composed of Continuing Directors (as defined below); (3) the consummation of any transaction including, without limitation, any merger, amalgamation, arrangement or consolidation the result of which is that any person becomes the beneficial owner, directly or indirectly, of more than 50% of the Company's Voting Stock, measured by voting power rather than number of shares; (4) the Company consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into, the Company, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Company or of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Company's Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person or any direct or indirect parent company of the surviving person immediately after giving effect to such transaction; or (5) the adoption of a plan relating to the Company's liquidation or dissolution (other than its liquidation into a newly formed holding company). Notwithstanding the foregoing, a transaction described in clause (3) above will not be deemed to involve a Change of Control if (1) the Company becomes a direct or indirect wholly-owned subsidiary of a holding company (which shall include a direct or indirect parent company of such holding company) and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as, and hold in substantially

the same proportions as, the holders of the Company's Voting Stock immediately prior to that transaction or (B) immediately following that transaction no person, other than a holding company satisfying the requirements of this sentence, is the beneficial owner, directly or indirectly, of more than 50% of the then outstanding Voting Stock, measured by voting power, of such holding company or its parent company. Following any such transaction, references in this definition to the Company shall be deemed to refer to such holding company. For the purposes of this definition, "person" and "beneficial owner" have the meanings used in Section 13(d) of the Exchange Act and the rules and regulations thereunder.

"Change of Control Triggering Event" means the Securities cease to be rated Investment Grade by each of the Rating Agencies on any date during the 60-day period (the "Trigger Period") following the earlier date of (1) the first public announcement of the Change of Control or the Company's intention to effect a Change of Control and (2) the consummation of such Change of Control, which Trigger Period will be extended following consummation of a Change of Control for so long as the rating of the Securities is under publicly announced consideration for possible downgrade by any of the Rating Agencies. Unless at least one Rating Agency is providing a rating for the long-term unsecured debt of the Company at the commencement of any Trigger Period, the Securities will be deemed to have ceased to be rated Investment Grade during that Trigger Period. Notwithstanding the foregoing, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

"Continuing Directors" means, as of any date of determination, any member of the Company's Board of Directors who (1) was a member of the Company's Board of Directors on the date the Securities were originally issued; or (2) was nominated for election, elected or appointed to the Company's Board of Directors with the approval of a majority of the Continuing Directors who were members of the Company's Board of Directors at the time of such nomination, election or appointment (either by specific action of the Board of Directors or by approval by such directors of the Company's proxy statement in which such member was named as a nominee for election as a director).

"Fitch" means Fitch Ratings, Inc., and its successors.

"Investment Grade" means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's or BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

"Moody's" means Moody's Investors Service, Inc., a subsidiary of Moody's Corporation, and its successors.

"Rating Agencies" means (a) each of Fitch, Moody's and S&P; and (b) if any of the Rating Agencies ceases to provide rating services to issuers or investors, a "nationally recognized statistical rating organization" as defined in Section 3(a)(62) of the Exchange Act that is selected by the Company (as certified by the Company's chief executive officer or chief financial officer) as a replacement for Fitch, Moody's or S&P, or all of them, as the case may be.

"S&P" means Standard & Poor's Ratings Services, a division of McGraw-Hill Financial, Inc., and its successors.

"Voting Stock" of any specified person as of any date means the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

No sinking fund is provided for the Securities.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected (considered together as one class for this purpose). The Indenture also contains provisions (i) permitting the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected under the Indenture (considered together as one class for this purpose), on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and (ii) permitting the Holders of a majority in principal amount of the Securities at the time Outstanding of any series to be affected under the Indenture (with each such series considered separately for this purpose), on behalf of the Holders of all Securities of such series, to waive certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange therefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee indemnity reasonably satisfactory to it, and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

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

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registerable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

This Security is a Global Security and is subject to the provisions of the Indenture relating to Global Securities, including the limitations in Section 305 thereof on transfers and exchanges of Global Securities.

This Security and the Indenture shall be governed by and construed in accordance with the laws of the State of New York.

All terms used in this Security that are defined in the Indenture and not defined herein shall have the meanings assigned to them in the Indenture.

Exhibit 4.3

(FACE OF SECURITY)

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (THE "DEPOSITARY") AND ANY PAYMENT IS MADE TO CEDE & CO., OR SUCH OTHER NAME REQUESTED BY THE DEPOSITARY, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR THE INDIVIDUAL SECURITIES REPRESENTED HEREBY, THIS GLOBAL SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

2.900% Notes due 2022

CORNING INCORPORATED

Issue Date: May 8, 2015 Maturity: May 15, 2022

Principal Amount: $375,000,000 CUSIP No.: 219350 BB0

Registered: R-1 ISIN No.: US219350BB08

Corning Incorporated, a corporation duly organized and existing under the laws of the State of New York (herein called the "Company", which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of THREE HUNDRED SEVENTY-FIVE MILLION DOLLARS ($375,000,000) on May 15, 2022, and to pay interest thereon from May 8, 2015 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semiannually on May 15 and November 15 in each year, commencing November 15, 2015, and at the Maturity thereof, at the rate of 2.900% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security is registered at the close of business on the Regular Record Date for such interest, which shall be May 1 or November 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest so payable, but not punctually paid or duly provided for, on any Interest Payment Date will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid in any other lawful manner not inconsistent with the requirements of any securities exchange on which this Security may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and interest on this Security will be made at the office or agency of the Company maintained for that purpose in New York, New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, against surrender of this Security in the case of any payment due at the Maturity of the principal thereof; provided , however , that at the option of the Company, payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; and provided , further , that if this security is a Global Security, payment may be made pursuant to the Applicable Procedures of the Depositary as permitted in said Indenture.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: May 8, 2015

[SEAL]

CORNING INCORPORATED

By: _____
Name: Robert P. Vanni
Title: Assistant Treasurer

Attest: By: _____
Name: Linda E. Jolly
Title: Vice President and Corporate Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein and referred to in the within-mentioned Indenture.

Dated: May 8, 2015

THE BANK OF NEW YORK

MELLON TRUST COMPANY, N.A.,

as Trustee

Authorized Signatory

(REVERSE OF SECURITY)

2.900% Notes due 2022

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of November 8, 2000 (herein called the "Indenture", which term shall have the meaning assigned to it in such instrument), as supplemented, between the Company and The Bank of New York Mellon Trust Company, N.A. (successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank), as Trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited initially in aggregate principal amount to $375,000,000 (which amount may be increased at the option of the Company as provided below if in the future it determines that it may wish to sell additional Securities of this series).

The Company may from time to time, without consent of the existing Holders create and issue additional Securities of this series (the "Additional Securities") having the same terms and conditions as the Securities of this series in all respects, except for the issue date, issue price and, under some circumstances, the first payment of interest thereon. Such Additional Securities, at the Company's determination and in accordance with the provisions of the Indenture, will be consolidated with and form a single series with the previously outstanding Securities of this series for U.S. federal income tax purposes and for all purposes under the Indenture, including, without limitation, amendments, waivers and redemptions. The aggregate principal amount of the Additional Securities, if any, of this series shall be unlimited.

The Securities of this series are subject to redemption as follows:

The Securities will be redeemable in whole at any time or in part from time to time, at the option of the Company. If the Company redeems the Securities more than 60 days prior to their final Stated Maturity, the redemption price will be equal to the greater of (i) 100% of the principal amount of the Securities to be redeemed; or (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 15 basis points. If the Company redeems the Securities on or after the date that is 60 days prior to their final Stated Maturity, the redemption price will be equal to 100% of the principal amount of the Securities to be redeemed.

The Company will pay accrued and unpaid interest on the principal amount being redeemed to but not including the Redemption Date.

In connection with such option redemption, the following defined terms apply:

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

“Comparable Treasury Price” means, with respect to any Redemption Date, (1) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

“Independent Investment Banker” means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Redemption Date" means the date fixed for redemption of the Security by or pursuant to the Indenture.

"Reference Treasury Dealer" means each of Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated and their respective successors, and three other firms that are primary U.S. Government securities dealers (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per year equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate shall be calculated on the third Business Day preceding the Redemption Date.

If the Company decides to redeem less than all of the Outstanding Securities, the Securities to be redeemed will be selected in the case of Global Securities, in accordance with the Applicable Procedures, or in other cases, by any other method the Trustee considers fair and appropriate.

Notice of redemption will be transmitted at least 30 but not more than 60 days before the Redemption Date to each Holder of record of the Securities to be redeemed at its registered address.

The Securities of this series are subject to repurchase at the option of the Holder as follows: If a Change of Control Triggering Event (as defined below) occurs, unless the Company has exercised its right to redeem the Securities, it will be required to make an offer to each Holder to repurchase all or, at the Holder's option, any part (equal to $2,000 or any multiple of $1,000 in excess thereof) of each Holder's Securities pursuant to the offer described below (the "Change of Control Offer"). In the Change of Control Offer, the Company will be required to offer to repurchase each Holder's Securities in cash at a price equal to 101% of the aggregate principal amount of Securities repurchased, plus any accrued and unpaid interest on the Securities repurchased to, but not including, the date of repurchase (the "Change of Control Payment").

Within 30 days following any Change of Control Triggering Event, or at the Company's option, prior to any Change of Control (as defined below), but after the public announcement of a pending Change of Control, the Company will be required to send to each Holder of Securities, a notice describing the transaction that constitutes or may constitute the Change of Control Triggering Event and offering to repurchase such Securities on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is transmitted (a "Change of Control Payment Date"). The notice, if transmitted prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

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

- accept for payment all Securities or portions of Securities properly tendered pursuant to the Change of Control Offer;
- deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Securities or portions of Securities properly tendered; and
- deliver or cause to be delivered to the Trustee the Securities properly accepted together with an officer's certificate stating the aggregate principal amount of Securities or portions of Securities being purchased by the Company.

The paying agent will be required to promptly deliver, to each Holder who properly tendered Securities, the Change of Control Payment for such Securities, and the Trustee will be required to promptly authenticate and mail (or cause to be transferred by book entry) to each such Holder a new Security equal in principal amount to any unpurchased portion of the Securities surrendered, if any; provided that each new Security will be in a principal amount of $2,000 or a multiple of $1,000 in excess thereof.

The Company will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes an offer to purchase the Securities in the manner, at the times and otherwise in compliance with the requirements for an offer to purchase made by the Company and such third party purchases all Securities properly tendered and not withdrawn under its offer. In the event that such third party terminates or defaults its offer, the Company will be required to make a Change of Control Offer treating the date of such termination or default as though it were the date of the Change of Control Triggering Event.

The Company will not repurchase any Securities if there has occurred and is continuing on the Change of Control Payment Date an Event of Default other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

Except as provided in the last sentence of the next paragraph, the Company may only make an amendment or modification to the provisions obligating it to repurchase the Securities upon a Change of Control Triggering Event which adversely affects the interest of any Holder, with the consent of each Holder of the series of Securities to be affected by such amendment or modification.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in

connection with the repurchase of the Securities as a result of a Change of Control Triggering Event. To the extent that the provision of any such securities laws or regulations conflicts with the Change of Control Offer provisions of the Securities, the Company will comply with those securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Offer provisions of the Securities by virtue of not complying with the Change of Control Offer provisions as a result of any such conflict.

For these purposes, the following terms will be applicable:

"Change of Control" means the occurrence of any one of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger, amalgamation, arrangement or consolidation), in one or a series of related transactions, of all or substantially all of the Company's properties or assets and those of its subsidiaries, taken as a whole, to one or more persons, other than to the Company or one of its subsidiaries; (2) the first day on which a majority of the members of the Company's board of directors is not composed of Continuing Directors (as defined below); (3) the consummation of any transaction including, without limitation, any merger, amalgamation, arrangement or consolidation the result of which is that any person becomes the beneficial owner, directly or indirectly, of more than 50% of the Company's Voting Stock, measured by voting power rather than number of shares; (4) the Company consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into, the Company, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Company or of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Company's Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person or any direct or indirect parent company of the surviving person immediately after giving effect to such transaction; or (5) the adoption of a plan relating to the Company's liquidation or dissolution (other than its liquidation into a newly formed holding company). Notwithstanding the foregoing, a transaction described in clause (3)

above will not be deemed to involve a Change of Control if (1) the Company becomes a direct or indirect wholly-owned subsidiary of a holding company (which shall include a direct or indirect parent company of such holding company) and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as, and hold in substantially the same proportions as, the holders of the Company's Voting Stock immediately prior to that transaction or (B) immediately following that transaction no person, other than a holding company satisfying the requirements of this sentence, is the beneficial owner, directly or indirectly, of more than 50% of the then outstanding Voting Stock, measured by voting power, of such holding company or its parent company. Following any such transaction, references in this definition to the Company shall be deemed to refer to such holding company. For the purposes of this definition, "person" and "beneficial owner" have the meanings used in Section 13(d) of the Exchange Act and the rules and regulations thereunder.

"Change of Control Triggering Event" means the Securities cease to be rated Investment Grade by each of the Rating Agencies on any date during the 60-day period (the "Trigger Period") following the earlier date of (1) the first public announcement of the Change of Control or the Company's intention to effect a Change of Control and (2) the consummation of such Change of Control, which Trigger Period will be extended following consummation of a Change of Control for so long as the rating of the Securities is under publicly announced consideration for possible downgrade by any of the Rating Agencies. Unless at least one Rating Agency is providing a rating for the long-term unsecured debt of the Company at the commencement of any Trigger Period, the Securities will be deemed to have ceased to be rated Investment Grade during that Trigger Period. Notwithstanding the foregoing, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

"Continuing Directors" means, as of any date of determination, any member of the Company's Board of Directors who (1) was a member of the Company's Board of Directors on the date the Securities were originally issued; or (2) was nominated for election, elected or appointed to the Company's Board of

Directors with the approval of a majority of the Continuing Directors who were members of the Company's Board of Directors at the time of such nomination, election or appointment (either by specific action of the board of directors or by approval by such directors of the Company's proxy statement in which such member was named as a nominee for election as a director).

"Fitch" means Fitch Ratings, Inc., and its successors.

"Investment Grade" means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's or BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

"Moody's" means Moody's Investors Service, Inc., a subsidiary of Moody's Corporation, and its successors.

"Rating Agencies" means (a) each of Fitch, Moody's and S&P; and (b) if any of the Rating Agencies ceases to provide rating services to issuers or investors, a "nationally recognized statistical rating organization" as defined in Section 3(a)(62) of the Exchange Act that is selected by the Company (as certified by the Company's chief executive officer or chief financial officer) as a replacement for Fitch, Moody's or S&P, or all of them, as the case may be.

"S&P" means Standard & Poor's Ratings Services, a division of McGraw-Hill Financial, Inc., and its successors.

"Voting Stock" of any specified person as of any date means the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

No sinking fund is provided for the Securities.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected (considered together as one class for this purpose). The Indenture also contains provisions (i) permitting the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected under the Indenture (considered together as one class for this purpose), on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and (ii) permitting the Holders of a majority in principal amount of the Securities at the time Outstanding of any series to be affected under the Indenture (with each such series considered separately for this purpose), on behalf of the Holders of all Securities of such series, to waive certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange therefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding

shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee indemnity reasonably satisfactory to it, and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

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

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registerable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

This Security is a Global Security and is subject to the provisions of the Indenture relating to Global Securities, including the limitations in Section 305 thereof on transfers and exchanges of Global Securities.

This Security and the Indenture shall be governed by and construed in accordance with the laws of the State of New York.

All terms used in this Security that are defined in the Indenture and not defined herein shall have the meanings assigned to them in the Indenture.

Exhibit 5.1

May 8, 2015

Corning Incorporated
One Riverfront Plaza
Corning, New York 14831

Ladies and Gentlemen:

As Vice President and Corporate Secretary of Corning Incorporated (the "Company"), I have acted as counsel for the Company in connection with the authorization and issuance of $375,000,000 aggregate principal amount of the Company's 1.500% Notes due 2018 (the "2018 Notes") and $375,000,000 aggregate principal amount of the Company's 2.900% Notes due 2022 (the "2022 Notes" and, together with the 2018 Notes, the "Notes") pursuant to an Indenture dated as of November 8, 2000 (the "Indenture") between the Company and The Bank of New York Mellon Trust Company, N.A. (successor to JPMorgan Chase Bank, N.A., formerly The Chase Manhattan Bank) (the "Trustee"). The offer and sale of the Notes have been registered under a Registration Statement on Form S-3 (File No. 333-201584) (the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act").

I have examined or am otherwise familiar with the Restated Certificate of Incorporation, as amended, and By-Laws of the Company, the Indenture, the Registration Statement, the corporate action in connection with the issuance of the Notes that has occurred through the date hereof, and such other documents, records and instruments as I have deemed necessary or appropriate for the purposes of this opinion.

In rendering the following opinion, I have assumed that the Indenture has been duly authorized, executed and delivered by all parties thereto other than the Company. Additionally, in my examination, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as original documents, the conformity to original documents of all documents submitted to me as copies, the legal capacity of natural persons, and the legal power and authority of all persons signing on behalf of the parties to all documents (other than the Company).

Based upon and subject to the foregoing, I am of the opinion that the Notes, when executed by the Company and authenticated by the Trustee in accordance with the Indenture and delivered to the purchasers thereof against payment therefor, will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms, subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally (including, without limitation, all laws relating to fraudulent transfers), and (ii) general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether enforcement is considered in a proceeding in equity or at law). My opinion is limited to matters governed by the Federal laws of the United States of America and the laws of the State of New York.

I hereby consent to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K filed May 8, 2015, which is incorporated by reference into the Registration Statement, and to being named under the caption "Validity of the Notes" in the prospectus supplement with respect to the Notes constituting part of the Registration Statement. In giving such consent, I do not admit that I am an "expert" within the meaning of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Linda E. Jolly
Linda E. Jolly
Vice President and Corporate Secretary

Exhibit 99.1

CORNING

Corning Incorporated
www.corning.com

News Release

FOR RELEASE — MAY 6, 2015

Corning Prices $750 Million of Senior Unsecured Notes

CORNING, N.Y. — Corning Incorporated (NYSE:GLW) announced today that on May 5, 2015 it priced $375 million aggregate principal amount of senior unsecured notes that mature on May 8, 2018 at a coupon of 1.500% and $375 million aggregate principal amount of senior unsecured notes that mature on May 15, 2022 at a coupon of 2.900%. Subject to customary closing conditions, the sales are expected to close on May 8, 2015. The net proceeds of the offerings will be used for general corporate purposes.

Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated served as joint book-running managers and underwriters for the offering. The offering of the notes is being made only by means of a prospectus and a related prospectus supplement, copies of which will be available by contacting Deutsche Bank Securities Inc., Attn.: Prospectus Group at 60 Wall Street, New York, New York, 10005-2836, Telephone: (800) 503-4611, J.P. Morgan Securities LLC at 383 Madison Avenue New York, New York 10179, Attention: Investment Grade Syndicate Desk – 3rd floor, Telephone: (212) 834-4533 or Merrill Lynch, Pierce, Fenner & Smith Incorporated at 222 Broadway, 11th Floor, New York, New York 10038, Attention: Prospectus Department, Telephone: (800) 294-1322. An electronic copy of the prospectus supplement and the accompanying prospectus will also be available on the website of the Securities and Exchange Commission at http://www.sec.gov .

The offering is being made pursuant to an effective automatic shelf registration statement filed with the Securities and Exchange Commission on January 16, 2015.

This news release shall not constitute an offer to sell, or the solicitation of an offer to buy the notes, nor shall there be any sale of the notes in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Forward-Looking and Cautionary Statements

This press release contains “forward-looking statements” (within the meaning of the Private Securities Litigation Reform Act of 1995) relating to the sale of the notes, which are based on current expectations and assumptions about Corning’s financial results and business operations, that involve substantial risks and uncertainties. These risks and uncertainties include, among other risks set forth in our Annual Report on Form 10-K filed February 13, 2015 and our quarterly report on Form 10-Q filed April 30, 2015: the effect of global political, economic and business conditions; conditions in the financial and credit markets; currency fluctuations; tax rates; product demand and industry capacity; competition; reliance on a

concentrated customer base; manufacturing efficiencies; cost reductions; availability of critical components and materials; new product commercialization; pricing fluctuations and changes in the mix of sales between premium and non-premium products; new plant start-up or restructuring costs; possible disruption in commercial activities due to terrorist activity, armed conflict, political or financial instability, natural disasters, adverse weather conditions, or major health concerns; adequacy of insurance; equity company activities; acquisition and divestiture activities; the level of excess or obsolete inventory; the rate of technology change; the ability to enforce patents; product and components performance issues; retention of key personnel; stock price fluctuations; and adverse litigation or regulatory developments. Details on these and other risk factors can be found in Corning's filings with the Securities and Exchange Commission. Forward-looking statements speak only as of the day that they are made, and Corning undertakes no obligation to update them in light of new information or future events.

Corning Incorporated

Corning is a world leader in the manufacture of specialty glass and ceramics. Drawing on more than 160 years of materials science and process engineering knowledge, Corning creates and makes keystone components that enable high-technology systems for consumer electronics, mobile emissions control, optical communications and life sciences. Corning operates in five reportable segments: Display Technologies, Optical Communications, Environmental Technologies, Specialty Materials and Life Sciences. Corning's products include damage-resistant cover glass for smartphones and tablets; precision glass for advanced displays; optical fiber, wireless technologies, and connectivity solutions for high-speed communications networks; trusted products that accelerate drug discovery and manufacturing; and emissions-control products for cars, trucks, and off-road vehicles.

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