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

FORM T-3

**FOR APPLICATIONS FOR QUALIFICATION OF INDENTURES
UNDER THE TRUST INDENTURE ACT OF 1939**

ON Semiconductor Corporation

and the co-applicants listed on the following page
(Name of Applicants)

5005 E. McDowell Road
Phoenix, Arizona 85008
(Address of principal executive offices)

Securities to be Issued Under the Indenture to be Qualified

<u>Title of Class</u>	<u>Amount</u>
2.625% Convertible Senior Subordinated Notes due 2026, Series B	Up to a maximum aggregate principal amount of \$200 million*

Approximate date of proposed public offering

As promptly as practicable
after the effective date of this
Application for Qualification

Name and address of agent for service:

George H. Cave, Esq.
Senior Vice President, General Counsel, Chief Compliance & Ethics Officer and Corporate Secretary
ON Semiconductor Corporation
5005 E. McDowell Road,
Phoenix, Arizona 85008
(602) 244-5226

With A Copy To:

Cheryl Ikegami, Esq.
Snell & Wilmer L.L.P.
One Arizona Center
400 E. Van Buren
Phoenix, Arizona 85004
(602) 382-6395

* The actual aggregate principal amount of 2.625% Convertible Senior Subordinated Notes due 2026, Series B to be issued may be less and depends upon the aggregate amount of 2.625% Convertible Senior Subordinated Notes due 2026 that are exchanged as described in Item 2.

ON Semiconductor Corporation (the "Company") hereby amends this application for qualification on such date or dates as may be necessary to delay its effectiveness until (i) the 20th day after the filing of an amendment which specifically states that it shall supersede this Application for Qualification or (ii) such earlier date as the Securities and Exchange Commission, acting pursuant to Section 307(c) of the Trust Indenture Act of 1939, may determine upon the written request of the Company.

The following direct and indirect subsidiaries of ON Semiconductor Corporation will be guarantors of the 2.625% Convertible Senior Subordinated Notes due 2026, Series B (the "Subsidiary Guarantors") and are co-applicants on this Form T-3.

Name of Co-Applicant

Semiconductor Components Industries, LLC

SCG (Malaysia SMP) Holding Corporation

SCG (Czech) Holding Corporation

SCG (China) Holding Corporation

Semiconductor Components Industries

Puerto Rico, Inc.

Semiconductor Components Industries of Rhode Island, Inc.

SCG International Development LLC

Semiconductor Components Industries International of Rhode Island, Inc.

GENERAL

1. General Information.

The form of organization of and the state or other sovereign power under the laws of which each applicant is organized are as follows:

<u>Name of Co-Applicant</u>	<u>Jurisdiction of Incorporation or Organization</u>	<u>Form of Organization</u>
<u>ON Semiconductor Corporation</u>	Delaware	Corporation
Semiconductor Components Industries, LLC	Delaware	Limited Liability Company
SCG (Malaysia SMP) Holding Corporation	Delaware	Corporation
SCG (Czech) Holding Corporation	Delaware	Corporation
SCG (China) Holding Corporation	Delaware	Corporation
Semiconductor Components Industries Puerto Rico, Inc.	Delaware	Corporation
Semiconductor Components Industries of Rhode Island, Inc.	Rhode Island	Corporation
SCG International Development LLC	Delaware	Limited Liability Company
Semiconductor Components Industries International of Rhode Island, Inc.	Rhode Island	Corporation

2. Securities Act exemption applicable.

The Company may issue up to \$200 million of its 2.625% Convertible Senior Subordinated Notes due 2026, Series B (the “New Notes”) in one or more exchange transactions (collectively, the “Exchanges”) with certain holders (the “Holders”) of its outstanding 2.625% Convertible Senior Subordinated Notes due 2026 (the “Existing Notes”). The Existing Notes are guaranteed by certain of the subsidiaries of the Company, each of which will also guarantee the New Notes. The Company may pay each exchanging holder a one-time cash exchange fee (“Exchange Fee”). If the Exchanges are completed, the New Notes will be issued under the indenture (the “Indenture”) to be qualified under this Application for Qualification of Indenture on Form T-3 (the “Application”). No Exchanges of Existing Notes will be accepted and no New Notes will be issued before the Indenture has been qualified pursuant to this Application.

As the New Notes (and the Exchange Fee) are proposed to be offered for exchange by the Company and the Subsidiary Guarantors with their existing noteholders exclusively and solely for outstanding Existing Notes of the Company and the Subsidiary Guarantors, the transaction is exempt from registration under the Securities Act of 1933, as amended, pursuant to the provisions of Section 3(a)(9) thereof and Rule 150 promulgated thereunder. No sales of securities of the same class as the New Notes have been or are to be made by the Company or the Subsidiary Guarantors or by or through an underwriter at or about the same time as the Exchanges. No commission or other remuneration has been or will be paid by the Company or the Subsidiary Guarantors, directly or indirectly, for soliciting exchanges pursuant to the Exchanges, and no consideration has been, or is to be given, directly or indirectly, by the Company or the Subsidiary Guarantors to any person in connection with the transaction, except for customary fees and expenses of its legal advisors, customary fees and expenses paid to the trustee under the Indenture to be qualified, customary fees and expenses paid to an exchange agent for the transaction, a customary financial advisor services fee and customary expenses to Deutsche Bank Securities Inc. (“Financial Advisor”) for financial advisory services rendered in connection with the Exchanges and the payment of the Exchange Fee. The Financial Advisor

will assist with the analysis, structuring and effecting of the Exchanges Offer but will not solicit any noteholder or make any recommendation to any noteholder in connection with the Exchanges. The fee payable to the Financial Advisor does not depend on the closing of the Exchanges or the amount of any securities to be exchanged. No holder of the outstanding securities has made or will be requested to make any cash payment to the Company or the Subsidiary Guarantors in connection with the Exchanges. Regular employees of the Company, who will not receive additional compensation, may provide information concerning the Exchanges.

AFFILIATIONS

3. Affiliates.

(a) Set forth below is a list of all direct and indirect subsidiaries of the Company and the Subsidiary Guarantors, as of the date of this filing:

Subsidiary	Owned By:	% Held
Semiconductor Components Industries, LLC	ON Semiconductor Corporation	100
SCG (China) Holding Corporation	ON Semiconductor Corporation	100
SCG (Czech) Holding Corporation	ON Semiconductor Corporation	100
SCG (Malaysia SMP) Holding Corporation	ON Semiconductor Corporation	100
Semiconductor Components Industries Puerto Rico, Inc.	Semiconductor Components Industries, LLC	100
AMI Acquisition, LLC	Semiconductor Components Industries, LLC	100
AMIS Foreign Holdings, Inc.	Semiconductor Components Industries, LLC	100
Semiconductor Components Industries of Rhode Island, Inc.	Semiconductor Components Industries, LLC	100
SCG International Development LLC	Semiconductor Components Industries, LLC	100
ON Semiconductor Canada Holding Corporation	Semiconductor Components Industries, LLC	100
SANYO Semiconductor Co., Ltd.	Semiconductor Components Industries, LLC	100
ON Semiconductor Slovakia a.s.	Semiconductor Components Industries, LLC	100
SCG Malaysia Holdings Sdn. Bhd.	Semiconductor Components Industries, LLC (SCG International Development, LLC holds a less than 1% interest)	100
ON Semiconductor Technology Japan Limited	Semiconductor Components Industries, LLC	100
ON Semiconductor Japan Ltd.	Semiconductor Components Industries, LLC	100
ON Semiconductor Design (Shanghai) Limited	Semiconductor Components Industries, LLC	100
SCG Asia Capital Pte. Ltd.	Semiconductor Components Industries, LLC	100

Subsidiary	Owned By:	% Held
SCG Czech Design Center s.r.o.	Semiconductor Components Industries, LLC	100
ON Semiconductor Hong Kong Design Limited	Semiconductor Components Industries, LLC (SCG International Development, LLC holds a less than 1% interest)	100
ON Semiconductor Technology Hong Kong Limited	Semiconductor Components Industries, LLC	100
AMI Semiconductor GmbH	Semiconductor Components Industries, LLC	100
ON Semiconductor Philippines, Inc.	Semiconductor Components Industries, LLC	100
ON Semiconductor Trading Ltd.	Semiconductor Components Industries, LLC	100
ON Semiconductor Ireland Research and Design Limited	Semiconductor Components Industries, LLC	100
ON Semiconductor Romania SRL	Semiconductor Components Industries, LLC	100
ON Semiconductor (Thailand) Co. Ltd.	Semiconductor Components Industries, LLC	100
Leshan-Phoenix Semiconductor Company Limited	SCG (China) Holding Corporation	70
Semiconductor Components Industries International of Rhode Island, Inc.	Semiconductor Components Industries of Rhode Island, Inc.	100
AMI Semiconductor Canada Company	AMIS Foreign Holdings, Inc.	100
ON Semiconductor Technology Korea Limited	AMIS Foreign Holdings, Inc.	100
Sound Design Technologies Ltd.	ON Semiconductor Canada Holding Corporation	100
SANYO Semiconductor Manufacturing Co., Ltd.	SANYO Semiconductor Co. Ltd.	100
SANYO LSI Design System Soft Co., Ltd.	SANYO Semiconductor Co. Ltd.	100
SANYO Semicon Device Co., Ltd.	SANYO Semiconductor Co. Ltd.	100
SANYO Semiconductor Manufacturing Philippines Corporation	SANYO Semiconductor Co. Ltd.	100
SANYO Semiconductor Electronics (H.K.) Co., Ltd.	SANYO Semiconductor Co. Ltd.	100
SANYO Semiconductor (H.K.) Co., Ltd.	SANYO Semiconductor Co. Ltd.	100
SANYO Electronic Device Sales (HK) Limited	SANYO Semiconductor Co. Ltd.	100
SANYO Semiconductor (S) Pte. Ltd.	SANYO Semiconductor Co. Ltd.	100
SANYO Semiconductor U.S.A., LLC	SANYO Semiconductor Co. Ltd.	100

<u>Subsidiary</u>	<u>Owned By:</u>	<u>% Held</u>
Kanto SANYO Semiconductor Co., Ltd.	SANYO Semiconductor Co. Ltd.	95.11
	SANYO Semiconductor Manufacturing Co., Ltd.	4.89
SANYO Semiconductor (Shekou) Co., Ltd.	SANYO Semiconductor Co. Ltd.	25.95
	Kanto SANYO Semiconductor Co., Ltd.	74.05
SANYO Electric (Taichung) Co., Ltd.	SANYO Semiconductor Co. Ltd.	95.83
	Kanto SANYO Semiconductor Co., Ltd.	4.17
SANYO Semiconductor (Thailand) Co., Ltd.	SANYO Semiconductor Co. Ltd.	65.60
	Kanto SANYO Semiconductor Co., Ltd.	34.40
SANYO Semiconductor (Vietnam) Co., Ltd.	SANYO Semiconductor Co. Ltd.	48.28
	Kanto SANYO Semiconductor Co., Ltd.	51.72
SANYO LSI Technology India Private Limited	SANYO Semiconductor Co. Ltd.	80
	SANYO Semiconductor (S) Pte. Ltd.	20
SANYO Semiconductor Taipei Co., Ltd.	SANYO Semiconductor (H.K.) Co., Ltd.	100
ON Semiconductor Limited	ON Semiconductor Trading Ltd.	100
Semiconductor Components Industries Singapore Pte Ltd	ON Semiconductor Trading Ltd. (ON Semiconductor Limited holds a less than 1% interest)	100
SCG Hong Kong SAR Limited	ON Semiconductor Trading Ltd. (ON Semiconductor Limited holds a less than 1% interest)	100
ON Electronics Private Limited	ON Semiconductor Trading Ltd. (ON Semiconductor Limited holds a less than 1% interest)	100
PulseCore Semiconductor Corporation	ON Semiconductor Trading Ltd.	100
ON Semiconductor Technology India Private Limited	ON Semiconductor Trading Ltd.	100
ON Semiconductor Image Sensor BVBA	ON Semiconductor Trading Ltd.	100
ON Semiconductor Trading (Shanghai) Limited	SCG Hong Kong SAR Limited	100
ON Semiconductor (Shenzhen) Limited	SCG Hong Kong SAR Limited	100
ON Semiconductor Germany GmbH	ON Semiconductor Limited	100
ON Semiconductor France SAS	ON Semiconductor Limited	100
ON Semiconductor Italy S.r.l.	ON Semiconductor Limited (ON Semiconductor France SAS holds a less than 1% interest)	100
ON Semiconductor Canada Trading Corporation	ON Semiconductor Limited	100
SCG Korea Limited	ON Semiconductor Limited	100
ON Semiconductor SAS	ON Semiconductor Limited	100

Subsidiary	Owned By:	% Held
ON Semiconductor Netherlands BV	ON Semiconductor Limited	100
ON Semiconductor Belgium BVBA	ON Semiconductor Netherlands BV (ON Semiconductor Trading Ltd. holds a less than 1% interest)	100
ON Design Czech s.r.o.	ON Semiconductor Netherlands BV (ON Semiconductor Belgium BVBA holds a less than 1% interest)	100
ON Semiconductor Switzerland SA	ON Semiconductor Netherlands BV	100
ON Semiconductor Leasing BVBA	ON Semiconductor Belgium BVBA (ON Semiconductor Netherlands BV holds a less than 1% interest)	100
ON Semiconductor Czech Republic, s.r.o., legal successor	SCG Czech Design Center s.r.o.	95
	ON Semiconductor Trading Ltd.	5
SCG Industries Malaysia Sdn. Bhd.	SCG Malaysia Holdings Sdn. Bhd.	100

- (b) See Item 4 for “Directors and Executive Officers” of the Company and the Subsidiary Guarantors.
- (c) See Item 5 for “Principal Owners of Voting Securities” of the Company and the Subsidiary Guarantors as of the date hereof.

4. Directors and Executive Officers.

The executive officers and directors of the Company are:

Keith D. Jackson	President, Chief Executive Officer and Director
J. Daniel McCranie	Chairman of the Board of Directors and Director
Curtis J. Crawford, Ph.D.	Director
Emmanuel T. Hernandez	Director
Phillip D. Hester	Director
Robert H. Smith	Director
Atsushi Abe	Director
Daryl A. Ostrander	Director
Judy Boyle	Vice President, Assistant General Counsel and Assistant Secretary
George H. Cave	Senior Vice President, General Counsel, Chief Compliance & Ethics Officer and Corporate Secretary
Donald A. Colvin	Executive Vice President and Chief Financial Officer
William M. Hall	Senior Vice President and General Manager, Standard Products Group
Robert A. Klosterboer	Senior Vice President and General Manager, Automotive, Industrial, Medical & Mil/Aero Product Group
Robert Charles Mahoney	Executive Vice President, Sales and Marketing
William John Nelson, PhD	Executive Vice President and Chief Operating Officer
Ken Rizvi	Treasurer & Vice President, Mergers & Acquisitions, Real Estate and Investor Relations
William A. Schromm	Senior Vice President and General Manager, Computing and Consumer Products Group

The Executive Officers of Semiconductor Components Industries, LLC are:

Judy Boyle	Vice President, Assistant General Counsel and Assistant Secretary
Debbie Brogan	Vice President, Business & IT Integration Programs
Andrew Broom	Vice President, TDE/PYE
Ryan Cameron	Vice President and General Manager of Custom Industrial and Timing Products
Frank Carney	Vice President, Assembly Support and Packaging Development
Sonny Cave	Senior Vice President, General Counsel, Chief Compliance and Ethics Officer and Secretary
David Chow	Vice President, Asia Pacific Sales
Donald Colvin	Executive Vice President and Chief Financial Officer
Tobin Cookman	Vice President, Human Resources
Enrico Corti	Vice President, Marketing & Sales
Yolande DeBusschop	Vice President, European General Counsel, Law Department
Keenan Evans	Senior Vice President, Quality and Chief Environmental Officer

Mark Goranson	Senior Vice President, Operations
Bernard Gutmann	Vice President, Corporate Analysis & Strategy
Bill Hall	Senior Vice President and General Manager, Standard Products Group (SPG)
Kevin Haskew	Senior Vice President and Chief Information Officer
Daryl Hatano	Vice President, Government and External Affairs
Vince Hopkin	Vice President, Design Engineering
Keith Jackson	President and Chief Executive Officer
Eric Joseph	Vice President, R&D Engineering, Computing & Consumer Products Group (CCPG)
Simon Keeton	Vice President and General Manager Audio, Video, Interface Division
Robert Klosterboer	Senior Vice President & General Manager, Automotive, Industrial, Medical and Mil Aero Product Group (AIMMAPG)
Paul Leonard	Vice President and General Manager, Power FET Division
Bob Mahoney	Executive Vice President, Sales & Marketing
M.K. Mak	Regional Vice President of Sales for South Asia and Korea
Colleen McKeown	Senior Vice President of Human Resources and Communications
Kelly Neagle	Vice President, Finance
John Nelson	Executive Vice President, Chief Operating Officer
Pierpaolo Pomati	Vice President, Auto Business Unit
Mamoon Rashid	Vice President of Business Development
Tony Roybal	Vice President, North America Sales
Ken Rizvi	Treasurer & Vice President, Mergers & Acquisitions, Real Estate and Investor Relations
Bill Schromm	Senior Vice President and General Manager, Computing & Consumer Products Group (CCPG)
David Somo	Vice President of Corporate Marketing
Chuck Spinner	Vice President, Wafer Process Development
Hans Stork	Senior Vice President and Chief Technology Officer
Gary Straker	Vice President and General Manager of SPG Protection Division
Jeff Thomson	Vice President, Channel Sales
Robert Tong	Vice President, Medical Division
Kathryn Tsirigotis	Vice President, Chief Intellectual Property Counsel, Law Department
Gelu Voicu	Senior Vice President, Catalyst Group
Dave Wagner	Senior Vice President
Brent Wilson	Vice President, Global Supply Chain Organization

The executive officers and directors of each of the Subsidiary Guarantors are:

<u>Name of Co-Applicant</u>	<u>Directors</u>	<u>Executive Officers/ Managers</u>
SCG (Malaysia SMP) Holding Corporation	George H. Cave Donald Colvin Keith Jackson	George H. Cave, Secretary Donald Colvin, CFO, Sr. V.P & Treasurer Keith Jackson, President
SCG (Czech) Holding Corporation	George H. Cave Donald Colvin Keith Jackson	George H. Cave, Secretary Donald Colvin, CFO, Sr. V.P & Treasurer Keith Jackson, President
SCG (China) Holding Corporation	George H. Cave Donald Colvin Keith Jackson	George H. Cave, Secretary Donald Colvin, CFO, Sr. V.P & Treasurer Keith Jackson, President
Semiconductor Components Industries Puerto Rico, Inc.	George H. Cave Donald Colvin Keith Jackson	George H. Cave, Secretary Donald Colvin, CFO, Sr. V.P & Treasurer Keith Jackson, President
Semiconductor Components Industries of Rhode Island, Inc.	Judith A. Boyle Donald Colvin	Judith A. Boyle, Secretary George H. Cave, Vice President Donald Colvin, CFO, Sr. V.P & Treasurer Keith Jackson, CEO & President
SCG International Development LLC	N/A	George H. Cave, Secretary Donald Colvin, CFO, Sr. V.P & Treasurer Keith Jackson, President
Semiconductor Components Industries International of Rhode Island, Inc.	Judith A. Boyle George H. Cave Donald Colvin	Judith A. Boyle, Secretary George H. Cave, Vice President Donald Colvin, CFO, Sr. V.P & Treasurer Keith Jackson, CEO & President

The business address and telephone number for each of the above directors and executive officers/managers is c/o ON Semiconductor Corporation, 5005 E. McDowell Road, Phoenix, Arizona 85008, (602) 244-6600.

5. Principal owners of voting securities.

Ownership of the voting securities of the Subsidiary Guarantors is described in Item 3(a) above. Presented below is certain information regarding each person owning 10% or more of the voting securities of the Company as of November 29, 2011. The percentages of class amounts set forth in the table below are based on 450,641,537 shares of the Company's common stock outstanding on November 29, 2011.

<u>Name and Complete Mailing Address</u>	<u>Title of Class Owned</u>	<u>Amount Owned</u>	<u>Percentage of Voting Securities Owned</u>
FMR LLC 82 Devonshire Street Boston, Massachusetts 02109	Common Stock, par value \$0.01	65,482,451 (1)	14.40%
Janus Capital Management LLC 151 Detroit Street Denver, Colorado 80206	Common Stock, par value \$0.01	49,372,194 (2)	10.96%

- (1) The number of shares of common stock for FMR LLC is based solely on the information contained in the Schedule 13G (Amendment No. 6) filed with the Securities and Exchange Commission (the "Commission") on February 14, 2011 reporting shares held as of December 31, 2010. FMR LLC has the sole power to dispose or to direct the disposition of 65,482,451 shares it beneficially owns, has the sole power to vote or to direct the vote of 76,140 shares, and has no shared power to vote or direct the disposition of any shares it beneficially owns. The Schedule 13G/A contains the following information regarding beneficial ownership of shares of our common stock: (a) Fidelity Management & Research Company ("Fidelity"), 82 Devonshire Street, Boston, Massachusetts 02109, a wholly-owned subsidiary of FMR LLC and an investment adviser, is the beneficial owner of 65,411,811 shares of our common stock, which includes 535,714 shares resulting from the assumed conversion of \$3,750,000 principal amount of our 1.875% convertible notes due December 15, 2025 (142.8571 shares for each \$1,000 principal amount of debenture) and 3,364,762 shares resulting from the assumed conversion of \$35,330,000 principal amount of our 2.625% convertible notes due December 15, 2026 (95.2381 shares for each \$1,000 principal amount of debenture). The ownership of Fidelity Leveraged Company Stock Fund, 82 Devonshire Street, Boston, Massachusetts 02109, one of the investment companies, amounted to 23,079,802 shares of our common stock. Edward C. Johnson 3d, Chairman of FMR LLC, and FMR LLC through its control of Fidelity and the funds each has sole power to dispose of the 65,411,811 shares owned by the funds. The sole power to vote or direct the voting of shares beneficially owned by the Fidelity funds resides with each fund's board of trustees, who establish written guidelines for Fidelity to carry out. (b) FIL Limited ("FIL"), Pembroke Hall, 42 Crow Lane, Hamilton, Bermuda, and various foreign-based subsidiaries provide investment advisory and management services to a number of non-U.S. investment companies and certain institutional investors. FIL is the beneficial owner of 70,640 shares of our common stock. Partnerships controlled predominantly by members of the family of Edward C. Johnson 3d, Chairman of FMR LLC and FIL, or trusts for their benefit, own shares of FIL voting stock with the right to cast approximately 39% of the total votes which may be cast by all holders of FIL voting stock. FMR LLC and FIL are separate and independent corporate entities, and their boards of directors are generally composed of different individuals. As noted in the Schedule 13G/A, FMR LLC and FIL are of the view that they are not acting as a "group" for purposes of Section 13(d) under the Securities and Exchange Act of 1934, as amended (the "Exchange Act") and are not required to attribute to each other "beneficial ownership" of securities beneficially owned by the other entity; and, therefore, they are of the view that the shares held by the other corporation need not be aggregated for purposes of Section 13(d) of the Exchange Act.
- (2) The number of shares of common stock for Janus Capital Management LLC ("Janus") is based solely on the information contained in the Schedule 13G filed with the Commission on February 11, 2011 reporting the shares held by Janus as of January 31, 2011. Janus has sole voting and dispositive power with respect to 49,372,194 shares it beneficially owns and has no shared voting or dispositive power with respect to any of the shares it beneficially owns. The Schedule 13G provides the following information: Janus has a direct 94.5% ownership stake in INTECH Investment Management ("Intech") and a direct 77.8% ownership stake in Perkins Investment Management LLC ("Perkins"). Due to this ownership structure, holdings for Janus, Intech and Perkins are aggregated for purposes of this Schedule 13G. Janus, Intech and Perkins are registered investment advisers, each furnishing advice to various investment companies and to individual and institutional clients ("Managed Portfolios"). As a result of this role as an investment adviser or sub-adviser, Janus may be deemed to be the beneficial owner of 49,372,194 shares of our common stock held by the Managed Portfolios. Janus

does not have the right to receive any dividends from, or proceeds from the sale of, the securities held in the Managed Portfolios and disclaims any ownership associated with such rights.

UNDERWRITERS

6. Underwriters.

- (a) No person within the last three years prior to the date of filing this Application has acted as an underwriter of any securities of the Company or the subsidiary Guarantors which were outstanding on the date of filing this Application.
- (b) No person is acting or proposes to act as an underwriter with respect to the New Notes proposed to be offered in the Exchange Offer.

CAPITAL SECURITIES

7. Capitalization.

- (a) The following table sets forth information with respect to each authorized class of securities of the Company as of the date of this application:
- (i) Debt Securities(1):

<u>Title of Class</u>	<u>Amount Authorized</u>	<u>Amount Outstanding</u>
Zero Coupon Convertible Senior Subordinated Notes due 2024	U.S.\$290 million	U.S.\$96.2 million
1.875% Convertible Senior Subordinated Notes due 2025	U.S.\$115 million	U.S.\$95.0 million
2.625% Convertible Senior Subordinated Notes due 2026		U.S.\$431.0 million
	U.S.\$484 million	

- (1) Each of these securities is guaranteed by the same Subsidiary Guarantors as for the New Notes.

- (ii) Equity Securities:

<u>Issuer and Title of Class</u>	<u>Amount Authorized</u>	<u>Amount Outstanding</u>
ON Semiconductor Corporation		
Common Stock, par value \$0.01	750,000,000	450,641,537
Preferred Stock, par value \$0.01	100,000	0
Semiconductor Components Industries, LLC		
LLC Interests	100%	100%
SCG (Malaysia SMP) Holding Corporation, common stock, par value \$0.01	1,000	1,000

SCG (Czech) Holding Corporation, common stock, par value \$0.01	1,000	1,000
SCG (China) Holding Corporation, common stock, par value \$0.01	1,000	1,000
Semiconductor Components Industries Puerto Rico, Inc. common stock, par value \$0.01	1,000	1,000
Semiconductor Components Industries of Rhode Island, Inc. common stock, par value \$0.01	250,000	160,190
SCG International Development LLC	100%	100%
Semiconductor Components Industries International of Rhode Island, Inc. common stock, par value \$1.00	8,000	100

(b) Voting Rights.

Except as provided in the certificate of designation for each series of preferred stock of the Company or bylaw, the common stock will have the exclusive right to vote for the election of directors with each share of common stock being entitled to one vote on all matters submitted to a vote of stockholders. Limited liability company interests are voted by the sole members.

8. Analysis of indenture provisions.

The following is a general description of certain provisions of the Indenture, a form of which is filed as Exhibit T3C hereto. The description is qualified in its entirety by reference to the Indenture. Unless otherwise noted, capitalized terms used below and not defined herein have the meanings given to such terms in the Indenture. Section references are to sections of the Indenture.

A. Events or Default; Notice and Waiver

The following will be events of default under the Indenture [Section 7.01]:

- (1) the failure by the Company or any New Note guarantor to pay interest on the New Notes and such default continues for a period of 30 days;
- (2) the failure by the Company or any New Note guarantor to pay principal when due upon maturity, redemption, repurchase or otherwise on the New Notes;
- (3) the failure by the Company to provide timely notice of a designated event;
- (4) the failure of the Company or any New Note guarantor to comply with its obligations under the covenant relating to the addition of future New Note guarantors and incurrence of additional indebtedness and such failure continues for 30 days after notice specified in the Indenture;
- (5) the failure by the Company or any New Note guarantor to comply with its obligations under the covenants relating to consolidation, merger, sale, conveyance and lease;
- (6) the failure of the Company or any New Note guarantor to comply with any of its agreements in the New Notes or the Indenture except as described above and such failure continues for 60 days after notice specified in the Indenture;
- (7) the failure by the Company to deliver the consideration payable upon conversion of the New Notes within the time period required by the Indenture, and such failure continues for a period of 5 days after notice specified in the Indenture;
- (8) the failure by the Company or any Restricted Subsidiary to pay any Indebtedness within the applicable grace period after final maturity or the acceleration of any such Indebtedness by the holders thereof because of a default and the total amount of such Indebtedness unpaid or accelerated exceeds \$25 million or its foreign currency equivalent and such failure continues for 10 days after notice specified in the Indenture;
- (9) certain events involving the bankruptcy, insolvency or reorganization of the Company or any Significant Subsidiary under any bankruptcy law;
- (10) a court of competent jurisdiction enters an order or decree under any bankruptcy law that:
 - (a) is for relief against the Company or any Significant Subsidiary in an involuntary case;
 - (b) appoints a Custodian of the Company or any Significant Subsidiary or for any substantial part of its property; or
 - (c) orders the winding up or liquidation of the Company or any Significant Subsidiary;
- (11) with respect to any judgment or decree for the payment of money in excess of \$25 million or its foreign currency equivalent against the Company or any Restricted Subsidiary:
 - (a) the commencement of an enforcement proceeding thereon by any creditor if such judgment or decree is final and nonappealable and the failure by the Company or such Restricted Subsidiary, as applicable, to stay such proceeding within 10 days thereafter or
 - (b) the failure of the Company or such Restricted Subsidiary, as applicable, to pay such judgment or decree, which judgment or decree has remained outstanding for a period of

60 days following such judgment or decree without being paid, discharged, waived or stayed;

- (12) any New Note guarantee of any Significant Subsidiary ceases to be in full force and effect (except as contemplated by the terms thereof) or any Significant Subsidiary that is a New Note guarantor or person acting by or on behalf of such Significant Subsidiary denies or disaffirms such Significant Subsidiary's obligations under the Indenture or any New Note guarantee and such default continues for 10 days after receipt of the notice specified in the Indenture.

The Trustee may withhold notice to the holders of the New Notes of any default, except defaults in payment of principal or interest on the New Notes, if a trust committee of directors or responsible officers of the Trustee in good faith determines it to be in the interest of the holders of the New Notes to withhold this notice. [Section 7.08]

If an event of default occurs and continues, the Trustee or the holders of at least 25% in principal amount of the outstanding New Notes may declare 100% of the principal and accrued and unpaid interest on the outstanding New Notes to be immediately due and payable. In case of certain events of bankruptcy or insolvency involving the Company or any Significant Subsidiary, the principal on the New Notes will automatically become due and payable. However, if we cure all defaults, except the nonpayment of principal that became due as a result of the acceleration, and meet certain other conditions, this declaration may be cancelled and the holders of a majority of the principal amount of outstanding New Notes may waive these past defaults. [Section 7.01]

Payments of principal and accrued and unpaid interest on the New Notes that are not made when due will accrue interest at an annual rate of 1% per annum above the otherwise applicable interest rate from the required payment date of such overdue payment. [Section 5.01]

The holders of a majority of outstanding New Notes will have the right to direct the time, method and place of any proceedings for any remedy available to the Trustee, subject to limitations specified in the Indenture. [Section 7.07]

No holder of the New Notes may pursue any remedy under the Indenture, except in the case of a default in the payment of principal on the New Notes, unless:

- the holder has given the Trustee written notice of an event of default and its continuance;
- the holders of at least 25% in principal amount of outstanding New Notes make a written request, and offer reasonable indemnity, to the Trustee to pursue the remedy;
- the Trustee does not receive an inconsistent direction from the holders of a majority in principal amount of the New Notes; and
- the Trustee fails to comply with the request within 60 days after receipt of the request and offer of indemnity. [Section 7.04]

B. Authentication and Delivery of New Notes; Use of Proceeds

The Chief Executive Officer, Chief Financial Officer, President or any Vice President of the Company may sign the New Notes for the Company by manual or facsimile signature attested by the manual or facsimile signature of the Secretary or an Assistant Secretary, or the Treasurer or any Assistant Treasurer of the Company. [Section 2.04]

A New Note will not be valid until an authorized signatory of the Trustee (or an authenticating agent appointed by the Trustee as provided in the Indenture) manually signs the certificate of authentication on the New Note. The signature shall be conclusive evidence that the New Note has been authenticated under the Indenture and that the holder is entitled to the benefits of the Indenture. [Section 2.04]

The Trustee shall act as the initial authenticating agent. Thereafter, the Trustee may appoint an authenticating agent to authenticate notes issued under the Indenture. An authenticating agent may authenticate New Notes whenever the Trustee may do so. Each reference in the Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent shall have many of the same rights as the Trustee to deal with the Company or an Affiliate of the Company. [Section 19.14]

The New Notes will be issued in registered form without coupons in denominations of \$1,000 principal amount and integral multiples thereof. All of the New Notes will initially be represented by one or more notes in global form. [Section 2.03, Section 2.02]

There will be no proceeds from the issuance of the New Notes because the New Notes are being issued in exchange for the Old Notes.

C. Release and Substitution of Property Subject to the Lien of the Indenture

The New Notes are unsecured obligations of the Company. As such, the New Notes are not secured by any lien on any property.

D. Satisfaction and Discharge of the Indenture

The Indenture shall cease to be of further effect except as expressly provided in the Indenture and the Trustee, on written demand of the Company accompanied by an Officers' Certificate and an Opinion of Counsel and at the cost and expense of the Company, shall execute proper instruments acknowledging satisfaction of and discharging the Indenture when:

- (a) the Company delivers to the Trustee for cancellation all authenticated Notes (other than any New Notes that shall have been destroyed, lost or stolen and in lieu of or in substitution for which other New Notes shall have been authenticated and delivered) not previously cancelled, or
- (b) all the New Notes not previously cancelled have become due and payable (or are by their terms to become due and payable within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption) and the Company has deposited with the Trustee, in trust, funds or U.S. Government Obligations sufficient to pay at maturity or upon redemption all of the New Notes (other than any New Notes that shall have been mutilated, destroyed, lost or stolen and in lieu of or in substitution for which other New Notes shall have been authenticated and delivered) not theretofore canceled or delivered to the Trustee for cancellation, including principal and accrued interest due or to become due to such date of maturity or redemption date, as the case may be, and if the Company pays or causes to be paid all other sums payable by the Company. [Article 13]

E. Evidence as to Compliance

The Company will annually deliver an officers' certificate to the Trustee with respect to any default under the Indenture that occurred during the prior year. [Section 5.06] The Company must notify the Trustee of any event of default promptly upon becoming aware thereof and of certain specified defaults within thirty days of the occurrence thereof. [Section 7.01]

Upon request to the Trustee to take any action under any provision of the Indenture, the Company will generally be required to furnish an officers' certificate and opinion of counsel as to satisfaction of all conditions precedent to such action provided for in the Indenture. [Section 19.08]

9. Other obligors.

No person other than the Company and the Subsidiary Guarantors is an obligor on the New Notes.

Contents of application for qualification.

This application for qualification comprises:

- (a) Pages numbered one to 23, consecutively.
- (b) The statement of eligibility and qualification on Form T-1 of Deutsche Bank Trust Company Americas, as Trustee under the Indenture to be qualified (included as Exhibit T3U).
- (c) The following exhibits in addition to those filed as a part of the statement of eligibility and qualification of the Trustee:
 - (i) *Exhibit T3A.* – Amended and Restated Certificate of Incorporation of ON Semiconductor Corporation, as further amended through March 26, 2008 (incorporated by reference from Exhibit 3.1 to the Company’s First Quarter 2008 Form 10-Q filed with the Commission on May 7, 2008).
 - (ii) *Exhibit T3B.* – Amended and Restated Bylaws of ON Semiconductor Corporation (incorporated by reference from Exhibit 3.1 to the Company’s Current Report on Form 8-K filed with the Commission on November 19, 2007).
 - (iii) *Exhibit T3C.* – Certificate of Formation of Semiconductor Components Industries, LLC.
 - (iv) *Exhibit T3D.* – Limited Liability Company Agreement of Semiconductor Components Industries, LLC.
 - (v) *Exhibit T3E.* – Certificate of Incorporation of SCG (Malaysia SMP) Holding Corporation.
 - (vi) *Exhibit T3F.* – Bylaws of SCG (Malaysia SMP) Holding Corporation.
 - (vii) *Exhibit T3G.* – Certificate of Incorporation, as amended of SCG (Czech) Holding Corporation (formerly known as SCGJV Holdings, Inc.).
 - (viii) *Exhibit T3H.* – Bylaws of SCG (Czech) Holding Corporation (formerly known as SCGJV Holdings, Inc.).
 - (ix) *Exhibit T3I.* – Certificate of Incorporation, as amended of SCG (China) Holding Corporation (formerly known as Lano, Inc.).
 - (x) *Exhibit T3J.* – Bylaws of SCG (China) Holding Corporation (formerly known as Lano, Inc.).
 - (xi) *Exhibit T3K.* – Certificate of Incorporation, as amended of Semiconductor Components Industries Puerto Rico, Inc. (formerly known as SCG Puerto Rico, Inc.).
 - (xii) *Exhibit T3L.* – Bylaws of Semiconductor Components Industries Puerto Rico, Inc.
 - (xiii) *Exhibit T3M.* – Articles of Incorporation, as amended of Semiconductor Components Industries of Rhode Island, Inc. (formerly known as Cherry Semiconductor Corporation)
 - (xiv) *Exhibit T3N.* – Bylaws of Semiconductor Components Industries of Rhode Island, Inc. (formerly known as Cherry Semiconductor Corporation)
 - (xv) *Exhibit T3O.* – Certificate of Formation of SCG International Development LLC.
 - (xvi) *Exhibit T3P.* – Limited Liability Company Agreement of SCG International Development, LLC

- (xvii) *Exhibit T3Q.* – Articles of Incorporation, as amended of Semiconductor Components Industries International of Rhode Island, Inc. (formerly known as Cherry Semiconductor International, Inc.)
- (xviii) *Exhibit T3R.* – Bylaws of Semiconductor Components Industries International of Rhode Island, Inc. (formerly known as Cherry Semiconductor International, Inc.)
- (xix) *Exhibit T3S.* – Indenture to be entered into among the Company, the Subsidiary Guarantors and Deutsche Bank Trust Company Americas, as Trustee.
- (xx) *Exhibit T3T.* – Form of Exchange Agreement.
- (xxi) *Exhibit T3U.* – Statement of eligibility of Trustee on Form T-1.
- (xxii) *Exhibit T3V.* – Cross reference sheet showing the location in the Indenture of the provisions therein pursuant to Sections 310 through 318(a), inclusive, of the Trust Indenture Act of 1939 (included in Exhibit T3S).

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, the applicant, ON Semiconductor Corporation, a corporation organized and existing under the laws of the State of Delaware, has duly caused this application to be signed on its behalf by the undersigned, thereunto duly authorized, and its seal to be hereunto affixed and attested, all in the city of Phoenix, and the State of Arizona, on the 2nd day of December, 2011.

(SEAL)

ON Semiconductor Corporation

Attest: /s/ Linda Lee
Name: Linda Lee
Title: Administrative Assistant

By: /s/ Donald A. Colvin
Name: Donald A. Colvin
Title: Executive Vice President and Chief Financial Officer

Pursuant to the requirements of the Trust Indenture Act of 1939, the applicant, Semiconductor Components Industries, LLC, a limited liability company organized and existing under the laws of the State of Delaware, has duly caused this application to be signed on its behalf by the undersigned, thereunto duly authorized, and its seal to be hereunto affixed and attested, all in the city of Phoenix, and the State of Arizona, on the 2nd day of December, 2011.

(SEAL)

Semiconductor Components Industries, LLC

Attest: /s/ Linda Lee
Name: Linda Lee
Title: Administrative Assistant

By: /s/ Donald A. Colvin
Name: Donald A. Colvin
Title: Executive Vice President and Chief Financial Officer

Pursuant to the requirements of the Trust Indenture Act of 1939, the applicant, SCG (Malaysia SMP) Holding Corporation, a corporation organized and existing under the laws of the State of Delaware, has duly caused this application to be signed on its behalf by the undersigned, thereunto duly authorized, and its seal to be hereunto affixed and attested, all in the city of Phoenix, and the State of Arizona, on the 2nd day of December, 2011.

(SEAL)

SCG (Malaysia SMP) Holding Corporation

Attest: /s/ Linda Lee
Name: Linda Lee
Title: Administrative Assistant

By: /s/ Donald A. Colvin
Name: Donald A. Colvin
Title: Senior Vice President and Chief Financial Officer

Pursuant to the requirements of the Trust Indenture Act of 1939, the applicant, SCG (Czech) Holding Corporation, a corporation organized and existing under the laws of the State of Delaware, has duly caused this application to be signed on its behalf by the undersigned, thereunto duly authorized, and its seal to be hereunto affixed and attested, all in the city of Phoenix, and the State of Arizona, on the 2nd day of December, 2011.

(SEAL)

SCG (Czech) Holding Corporation

Attest: /s/ Linda Lee
Name: Linda Lee
Title: Administrative Assistant

By: /s/ Donald A. Colvin
Name: Donald A. Colvin
Title: Senior Vice President and Chief Financial Officer

Pursuant to the requirements of the Trust Indenture Act of 1939, the applicant, SCG (China) Holding Corporation, a corporation organized and existing under the laws of the State of Delaware, has duly caused this application to be signed on its behalf by the undersigned, thereunto duly authorized, and its seal to be hereunto affixed and attested, all in the city of Phoenix, and the State of Arizona, on the 2nd day of December, 2011.

(SEAL)

SCG (China) Holding Corporation

Attest: /s/ Linda Lee
Name: Linda Lee
Title: Administrative Assistant

By: /s/ Donald A. Colvin
Name: Donald A. Colvin
Title: Senior Vice President and Chief Financial Officer

Pursuant to the requirements of the Trust Indenture Act of 1939, the applicant, Semiconductor Components Industries Puerto Rico, Inc., a corporation organized and existing under the laws of the State of Delaware, has duly caused this application to be signed on its behalf by the undersigned, thereunto duly authorized, and its seal to be hereunto affixed and attested, all in the city of Phoenix, and the State of Arizona, on the 2nd day of December, 2011.

(SEAL)

Semiconductor Components Industries Puerto Rico, Inc.

Attest: /s/ Linda Lee
Name: Linda Lee
Title: Administrative Assistant

By: /s/ Donald A. Colvin
Name: Donald A. Colvin
Title: Senior Vice President and Chief Financial Officer

Pursuant to the requirements of the Trust Indenture Act of 1939, the applicant, Semiconductor Components Industries of Rhode Island, Inc., a corporation organized and existing under the laws of the State of Rhode Island, has duly caused this application to be signed on its behalf by the undersigned, thereunto duly authorized, all in the city of Phoenix, and the State of Arizona, on the 2nd day of December, 2011.

Semiconductor Components Industries of Rhode Island, Inc.

Attest: /s/ Linda Lee
Name: Linda Lee
Title: Administrative Assistant

By: /s/ Donald A. Colvin
Name: Donald A. Colvin
Title: Senior Vice President and Chief Financial Officer

Pursuant to the requirements of the Trust Indenture Act of 1939, the applicant, SCG International Development LLC, a limited liability company organized and existing under the laws of the State of Delaware, has duly caused this application to be signed on its behalf by the undersigned, thereunto duly authorized, and its seal to be hereunto affixed and attested, all in the city of Phoenix, and the State of Arizona, on the 2nd day of December, 2011.

(SEAL)

SCG International Development LLC

Attest: /s/ Linda Lee
Name: Linda Lee
Title: Administrative Assistant

By: /s/ Donald A. Colvin
Name: Donald A. Colvin
Title: Senior Vice President and Chief Financial Officer

Pursuant to the requirements of the Trust Indenture Act of 1939, the applicant, Semiconductor Components Industries International of Rhode Island, Inc., a corporation organized and existing under the laws of the State of Rhode Island, has duly caused this application to be signed on its behalf by the undersigned, thereunto duly authorized, all in the city of Phoenix, and the State of Arizona, on the 2nd day of December, 2011.

Semiconductor Components Industries International of Rhode Island, Inc.

Attest: /s/ Linda Lee
Name: Linda Lee
Title: Administrative Assistant

By: /s/ Donald A. Colvin
Name: Donald A. Colvin
Title: Senior Vice President and Chief Financial Officer

CERTIFICATE OF FORMATION
OF
SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

1. The name of the limited liability company, is Semiconductor Components Industries, LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware. The name of its registered agent at such address is The Corporation Trust Company.

3. IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation on this 28th day of April, 1999.

SCG Holding Corporation

By: /s/ Carl F. Koenemann

Carl F. Koenemann

President

LIMITED LIABILITY COMPANY AGREEMENT
OF
SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
a Delaware limited liability company
effective as of April 30, 1999

LIMITED LIABILITY COMPANY AGREEMENT

OF

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

This LIMITED LIABILITY COMPANY AGREEMENT (as amended, restated or otherwise modified, this "Agreement") of SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC (the "LLC") is being executed by SCG HOLDING CORPORATION, a Delaware corporation (the "Member"), as of this 30th day of April, 1999, pursuant to the provisions of the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.)(as amended from time to time, the "Act"), on the following terms and conditions:

ARTICLE 1

THE LLC

1.1 Organization. The Member hereby creates a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement. The Member shall be deemed admitted as a member of the LLC upon its execution of this Agreement.

1.2 LLC Name. The name of the limited liability company formed hereby shall be "Semiconductor Components Industries, LLC" and all business of the LLC shall be conducted in such name or such other name as the Member shall determine. The LLC shall hold all of its property in the name of the LLC and not in the name of the Member.

1.3 Purpose. The purpose and the business of the LLC shall be to conduct and transact any and all lawful business for which limited liability companies may be organized under the Act.

1.4 Powers. The LLC shall possess and may exercise all the powers and privileges granted by the Act, all other applicable law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion and attainment of the business, purposes or activities of the LLC.

1.5 Principal Place of Business. The principal place of business of the LLC shall be 1303 E. Algonquin Road, Schaumburg, Illinois, 60196, or at such other location as may be designated by the Member from time to time.

1.6 Term. The term of the LLC shall be perpetual unless and until the LLC is dissolved by the Member or as set forth herein. The existence of the LLC as a separate legal

entity shall continue until the cancellation of the Certificate of Formation of the LLC (the "Certificate") in the manner required by the Act.

1.7 Filings; Agent for Service of Process.

(a) The Certificate has been or shall be filed in the office of the Secretary of State of the State of Delaware in accordance with the provisions of the Act. The Member, as an "authorized person" within the meaning of the Act, shall execute, deliver and file the Certificate with the Secretary of State of the State of Delaware. The Member shall take any and all other actions reasonably necessary to perfect and maintain the status of the LLC under the laws of the State of Delaware. The Member shall execute and file amendments to the Certificate whenever required by the Act.

(b) The Member shall execute and file such forms or certificates and may take any and all other actions as may be reasonably necessary to perfect and maintain the status of the LLC under the laws of any other states or jurisdictions in which the LLC engages in business.

(c) The initial registered agent for service of process on the LLC in the State of Delaware, and the address of such registered agent, shall be the agent for service of process set forth in the Certificate. The Member may change the registered agent and appoint successor registered agents.

(d) Upon the dissolution and completion of winding up of the LLC, the Member (or, in the event the Member no longer exists, the person responsible for winding up and dissolution of the LLC pursuant to Article IV hereof) shall promptly execute and file a certificate of cancellation of the Certificate in accordance with the Act and such other documents as may be required by the laws of any other states or jurisdictions in which the LLC has registered to transact business or otherwise filed articles.

1.8 Reservation of Other Business Opportunities. No business opportunities other than those actually exploited by the LLC shall be deemed the property of the LLC, and the Member may engage in or possess an interest in any other business venture, independently or with others, of any nature or description, even if such venture or opportunity is in direct competition with the business of the LLC; and the LLC shall have no rights by virtue hereof in or to such other business ventures, or to the income or profits derived therefrom.

ARTICLE 2

MANAGEMENT AND MEMBERSHIP

2.1 Management of LLC. The business and affairs of the LLC shall be managed under the direction and by the approval of the Member. The Member agrees to delegate this right and authority to manage and direct the management of the business and affairs of the LLC and to make all decisions to be made by or on behalf of the LLC to such managers as are appointed herein (the "Officers" and each an "Officer"). The Member hereby delegates to the Officers all power and authority to manage, and direct the management of, the business and affairs of, and to make all decisions to be made by the LLC. Approval by, or on behalf of the LLC, consent of or action taken by any of the Officers shall constitute approval or action by the LLC and shall be

binding upon the LLC. Any Person dealing with the LLC shall be entitled to rely on a certificate or any writing signed by an Officer as the duly authorized action of the LLC.

2.2 Officers. The Officers of the LLC shall not be required to be Members of the LLC. Initially, the only Officer shall be the Chief Executive Officer. Such other Officers as may be deemed necessary may be appointed by the Chief Executive Officer or the Member and shall have such titles, power, duties and term as may be prescribed by the Chief Executive Officer or the Member. The Member may assign titles to particular officers. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the General Corporation Law of the State of Delaware, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any restrictions on such authority imposed by the Member. Any number of offices may be held by the same person.

2.3 Election of Officers and Term of Office. The initial Chief Executive Officer shall be Carl F. Koenemann. The Chief Executive Officer shall be elected from time to time by the Member. Each Officer shall hold office until a successor shall have been duly elected or appointed and shall have qualified or until such Officer's death, resignation or removal in the manner provided hereinafter.

2.4 Removal of Officers. Any Officer may be removed by the Member whenever in his judgment the best interests of the LLC would be served thereby. The Chief Executive Officer may remove any Officer appointed by the Chief Executive Officer.

2.5 Vacancies. Any Officer who dies or resigns or is removed or disqualified may be replaced by the Member for the unexpired portion of the replaced Officer's term.

2.6 Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the LLC and shall be generally in charge of its business and affairs, subject to the control of the Member. The Chief Executive Officer shall preside at all meetings of the Officers. The Chief Executive Officer may execute on behalf of the LLC all contracts, agreements, certificates and other instruments. The Chief Executive Officer shall from time to time report to the Member all matters within the Chief Executive Officer's knowledge affecting the LLC which should be brought to the attention of the Member. The Chief Executive Officer shall vote all shares of stock or other interests in other entities owned by the LLC, and shall be empowered to execute proxies, waivers of notice, consents and other instruments in the name of the LLC with respect to such stock or interest. The Chief Executive Officer shall perform such other duties as are required by the Member.

2.7 Written Consent. Any action requiring the vote, consent, approval or action of the Member may be taken by a consent in writing, setting forth the action so taken, by the Member. Any action requiring the vote, consent, approval or action of any of the Officers or any group of Officers may be taken by a consent in writing, setting forth the action to be so taken, by such Officer or Officers.

2.8 Books and Records. The Chief Executive Officer shall keep, or shall designate an individual to keep, proper and usual books and records pertaining to the business of the LLC.

The books and records of the LLC shall be kept at the principal office of the LLC or at such other places, within or without the State of Delaware, as the Member shall from time to time determine.

2.9 Salary. No salary shall be paid to the Member or to any Officer for its duties set forth hereunder.

2.10 Resignation. Subject to Section 4.1, the Member may resign from the LLC.

2.11 Limited Liability.

(a) Except as otherwise provided by the Act, the debts, obligations and liabilities of the LLC, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the LLC, and the Member shall not be obligated personally for any such debt, obligation or liability of the LLC solely by reason of being a member of the LLC.

(b) To the extent that at law or in equity, the Member, an Officer or any other party shall have duties (including fiduciary duties) and liabilities to the LLC, such duties and liabilities may be restricted by provisions of this Agreement. None of the Member or any Officer shall be liable to the LLC (or, in the case of an Officer, to the Member) for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Member or such Officer in good faith on behalf of the LLC and in a manner reasonably believed to be within the scope of authority conferred on the Member or such Officer by this Agreement.

(c) The Member and each of the Officers shall be fully protected in relying in good faith upon the records of the LLC and upon such information, opinions, reports or statements presented to the LLC by any person as to the matters the Member or such Officer reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or net cash flow or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Any repeal or modification of this Section 2.11 shall not adversely affect any right or protection of the Member or any Officer existing prior to such repeal or modification.

2.12 Indemnification.

(a) The LLC shall indemnify and hold harmless the Member, each Officer and each of their respective affiliates, officers, directors, shareholders, agents or employees (the "Parties") from and against any loss, expense, damage or injury suffered or sustained by the Parties (or any of them) by reason of any acts, omissions or alleged acts or omissions arising out of its or their activities on behalf of the LLC or in furtherance of the interests of the LLC, including, but not limited to, any judgment, award, settlement, reasonable attorney's fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim; provided that the acts, omissions or alleged acts or omissions of such Party are not found by a court of competent jurisdiction upon entry of a final judgment to

constitute bad faith, gross negligence or willful misconduct by such Party. Such indemnification shall be made only to the extent of the assets of the LLC.

(b) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Party (or any of them) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the LLC of an undertaking by or on behalf of the Party (or any of them) to repay such amount if it shall be determined that the Party is not entitled to be indemnified as authorized in this Section 2.12 hereof.

2.13 Transfer of Interest. The Member may transfer or assign all or a portion of its interest in the LLC. Upon a transfer of the Member's entire interest in the LLC, such transferee or assignee shall become the "Member" for all purposes of this Agreement. Upon a transfer or assignment of less than the Member's entire interest in the LLC, the Member and such transferee or assignee shall amend this Agreement to reflect such transfer or assignment, or if the terms of such an amendment shall not be agreed upon, the Member may elect to dissolve the LLC in its sole discretion.

2.14 No Tax Election. The Member shall not make an election to have the Company treated as an association taxable as a corporation for federal income tax purposes.

ARTICLE 3

FISCAL MATTERS

3.1 Deposits. All funds of the LLC shall be deposited in an account or accounts in such banks, trust companies or other depositories as the Member may select.

3.2 Financial Records. All financial records shall be maintained and reported using GAAP, consistently applied.

3.3 Fiscal Year. The fiscal year of the LLC shall begin on the first day of January each year (except for the first fiscal year of the LLC, which shall begin on the date of this Agreement) and end on the last day of December each year (except for the last fiscal year of the LLC, which shall end on the date on which the LLC is terminated), unless otherwise determined by the Member.

3.4 Agreements, Consents, Checks, Etc. All agreements, consents, checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the LLC shall be signed by the Member or those persons authorized from time to time by the Member.

3.5 Transactions with the Member. Except as provided in the Act, the Member may lend money to, borrow money from, act as surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with the LLC and has the same rights and obligations with respect to any such matter as a person who is not the Member.

3.6 Contribution.

(a) The Member shall make the contribution of capital described for that Member on Exhibit A (the "Initial Contribution"). If no time for the Initial Contribution is specified, the Initial Contribution shall be made upon the filing of the Certificate with the Secretary of State. The value of the Initial Contribution shall be as set forth on Exhibit A. No interest shall accrue on any contribution and the Member shall not have the right to withdraw or be repaid any contribution except as provided herein.

(b) In addition to the Initial Contribution, the Member may make additional contributions. Except to the extent of any outstanding commitment of the Member to make a contribution, the Member shall not be obligated to make any additional contributions. The Member shall adjust the contribution reflected on Exhibit A at any time when the Member makes or promises to make a contribution to the LLC.

3.7 Distributions. The Company may make distributions as determined by the Member from time to time in accordance with this Agreement; provided, however, that no distribution shall be declared and paid unless, after the distribution is made, the assets of the LLC are in excess of the liabilities of the LLC and such distribution does not violate the Act or other applicable law. The Member may, at its sole discretion, elect to receive a distribution from assets other than cash.

ARTICLE 4

LIQUIDATION

4.1 Liquidating Events. The LLC shall dissolve and commence winding up and liquidation only upon the first to occur of any of the following ("Liquidation Events"):

(a) The sale of all or substantially all of the property of the LLC;

(b) The resignation of the Member or any other event that causes the last remaining member of the LLC to cease to be a member of the LLC, unless the business of the LLC is continued in a manner permitted by the Act; or

(c) The entry of a decree of judicial dissolution pursuant to Section 18-802 of the Act.

4.2 Winding Up. Upon the occurrence of a Liquidating Event, the LLC shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and Member. The Member shall not take any action which is inconsistent with, or not necessary to or appropriate for, the winding up of the LLC's business and affairs. The Member (or in the event that the Member is dead or no longer exists, the person responsible for winding up the Member's business and affairs) shall be responsible for overseeing the winding up and dissolution of the LLC and shall take full account of the LLC's liabilities. The property of the LLC shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient, shall be applied and

distributed, subject to any reasonable reserves maintained for contingent, conditional or unmatured obligations of the LLC, in the following order:

(a) first, to the satisfaction (whether by payment or the making of reasonable provision for payment thereof) of all of the LLC's debts and liabilities to creditors other than the Member;

(b) second, to the satisfaction (whether by payment or the making of reasonable provision for payment thereof) of all of the LLC's debts and liabilities to the Member; and

(c) the balance, if any, to the Member.

4.3 Member's Bankruptcy. The Member shall not cease to be the Member solely as a result of the occurrence of any of the following and upon the occurrence of any such event, the business of the LLC shall continue without dissolution:

(a) the Member makes an assignment for the benefit of creditors;

(b) the Member files a voluntary petition in bankruptcy;

(c) the Member is adjudged a bankrupt or insolvent, or has entered against him an order of relief, in any bankruptcy or insolvency proceeding;

(d) the Member files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(e) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature;

(f) the Member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the member or of all or any substantial part of his properties;

(g) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation is not dismissed; or

(h) appointment of a trustee, receiver or liquidator of the Member.

4.4 Accounting on Liquidation. Upon liquidation, a proper accounting shall be made by the LLC's accountants of the LLC's assets, liabilities and results of operations through the last day of the month in which the LLC is terminated.

ARTICLE 5

MISCELLANEOUS

5.1 Amendments. This Agreement may be altered, amended or repealed, or a new Agreement may be adopted, upon the consent written of the Member.

5.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its respective heirs, legatees, legal representatives, successors, transferees and assigns.

5.3 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforced by any creditor of the LLC or Member.

5.4 Construction. The Member shall have the full power and authority to construe and interpret this Agreement.

5.5 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

5.6 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

5.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

5.8 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member, without regard to the principles of conflicts of laws.

[signature page follows]

IN WITNESS WHEREOF, the Member has executed this Agreement as of the day first above set forth.

SCG HOLDING CORPORATION

By: /s/ Carl F. Koenemann

Name: Carl F. Koenemann

Title: President

EXHIBIT A

CAPITAL CONTRIBUTIONS OF MEMBER

<u>NAME</u>	<u>CAPITAL CONTRIBUTION</u>	<u>PERCENTAGE INTEREST</u>
SCG Holding Corporation	\$ 10.00	100%
total	\$ 10.00	100%

CERTIFICATE OF INCORPORATION
OF
SCG (Malaysia SMP) Holding Corporation

- FIRST: The name of the corporation is SCG (Malaysia SMP) Holding Corporation
- SECOND: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
- THIRD: The name of the corporation's initial agent for service of process in the state of Delaware is:
The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801
- FOURTH: The total number of shares which the Corporation shall have authority to issue is One Thousand (1,000) with \$.01 par value.
- FIVE: The name and mailing address of the incorporator are as follows:
Name: Laura C. Rasmussen
Mailing Address: 1303 East Algonquin Road
Schaumburg, IL 60196

I, THE UNDERSIGNED, for the purposes of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 27th day of May, 1999.

/s/ Laura C. Rasmussen
Laura C. Rasmussen

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Subscribed and sworn to before me this
27th day of May, 1999.

/s/ Kathleen M. Amato
Notary Public

SCG (Malaysia SMP) Holding Corporation**BYLAWS****ARTICLE I****OFFICES**Section 1
Registered Office

The registered office in the State of Delaware shall be at 1209 Orange Street, Wilmington, DE 19801. The name of the Corporation's registered agent at such address shall be the Corporation Trust Incorporated.

Section 1
Other Offices

The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II**MEETINGS OF STOCKHOLDERS**Section 1
Annual and Special Meetings

The annual meeting of the stockholders shall be held on any day in May in each year at 10:00 A.M. at its principal business office in the State of Illinois or at such other date, time, and place as may be fixed by the Board of Directors. Special meetings of stockholders may be called by the Board of Directors for any other purpose may be held at such time and place, within or without the State of Illinois, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2
Notice of Meetings

Written or printed notice of every annual or special meeting of the stockholders, stating the place, date, time and in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each stockholder entitled to vote at such meeting not less than 10, nor more than 60 days, before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the Board of Directors, the President or the Secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the stockholder at his address as it appears on the records of the Corporation, with postage prepaid.

Section 3
Stockholder List

The officer having charge of the stock ledger of the Corporation shall make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetic order, specifying the address of and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. This list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 4
Quorum

The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by statute or by the certificate of incorporation. If a quorum is not present, the holders of the shares present in person or represented by proxy at the meeting, and entitled to vote thereat, shall have the power, by the affirmative vote of the holders of a majority of such shares, to adjourn the meeting to another time and/or place. Unless the adjournment is for more than 30 days or unless a new record date is set for the adjourned meeting, no notice of the adjourned meeting need be given to any stockholder, provided that the time and place of the adjourned meeting were announced at the meeting at which the adjournment was taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

Section 5
Majority Vote

When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of an applicable statute or of the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 6
Proxy

Every stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, except that no proxy shall be voted on after three years from its date, unless such proxy provides for a longer period.

Section 7
Action by Written Consent

Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken in connection with any corporate action, the meeting and vote of stockholders may be dispensed with if all the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken, or if the stockholders having not less than the percentage of the total number of shares of stock required by The General Corporation Law of Delaware for passage of the proposed corporate action shall consent in writing to such corporate action being taken, provided that if less than all the stockholders entitled to vote consent in writing to the proposed corporate action, prompt notice of the taking of such corporate action by consent of stockholders is given to all stockholders of the Corporation. Any action taken pursuant to the written consent of the stockholders, as provided for in the preceding sentence, shall have the same force and effect as if taken by the stockholders at a meeting thereof.

ARTICLE III

DIRECTORS

Section 1
Number; Election

The number of directors which shall constitute the whole Board shall be determined by the Board but shall not be less than three. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified.

Section 2
Vacancies

Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, unless sooner displaced.

Section 3
Quorum; Voting

At all meetings of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present.

Section 4
Meetings

Meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board of Directors may be called by the Chief Executive Officer, the President or the Secretary on 24 hours notice to each director, either personally, by telephone, by mail, or by telegraph; in like manner and on like notice, the Chief Executive Officer or the President must call a special meeting on the written request of three directors.

Section 5
Committees

The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the directors of the Corporation, which to the extent provided in the resolution shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require the same.

Section 6
Committee Rules and Quorum

Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by the resolution of the Board of Directors designating such committee, but in all cases the presence of at least a majority of the members of such committee shall be necessary to constitute a quorum. In the event that a member of such committee is absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 7
Action by Written Consent

Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 8
Fees

The directors, other than directors who are employees of the Company or its parent corporation, may be paid for expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in

any other capacity and receiving compensation therefor. Members of committees designated by the Board of Directors may be allowed like compensation for attending committee meetings.

ARTICLE IV

OFFICERS

Section 1

Election

The officers of the Corporation shall be chosen by the Board of Directors and shall consist of a Chief Executive Officer, President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary by the Board of Directors. Any number of offices may be held by the same person. In its discretion, the Board of Directors may leave unfilled for any period as it may deem advisable any office except offices of President and Secretary.

Section 2

Term; Removal; Vacancies

The officers of the Corporation shall hold office until their successors are chosen and qualified. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 3

The Chief Executive Officer and The President

The Chief Executive Officer shall be the chief executive officer of the Corporation, shall preside at all meetings of the stockholders, shall have responsibility for general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

The President shall be the chief operating officer of the Corporation and shall have responsibility for day to day management of the business of the Corporation as directed by the Chief Executive Officer. In the absence or disability of the Chief Executive Officer, the President shall perform the duties of and exercise the powers of the Chief Executive Officer. The President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 4

The Vice-Presidents

The Vice-President, or if there shall be more than one, the Vice-Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform

the duties and exercise the powers of the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5
The Secretary and Assistant Secretaries

The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall have custody of the corporate seal of the Corporation and he, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the fixing by his signature. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 6
The Treasurer and Assistant Treasurers

The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give the Corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration of the Corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Corporation. The Assistant Treasurer or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE V

CERTIFICATES OF STOCK

Section 1
Certificates

Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by the President or a Vice-President and the Treasurer or an Assistant Treasurer or, the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates have been delivered by the Corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 2
Lost Certificates

The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen, or destroyed.

Section 3
Fixing a Record Date

The Board of Directors may fix in advance a date, not more than 60 nor less than 10 days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining such consent, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment

of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consents, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid. If no record date is fixed, the time for determining stockholders entitled to notice of or to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. The time for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 4
Registered Stockholders

The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VI
INDEMNIFICATION

Directors and officers of the Corporation shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any threatened, pending or completed action, suit or proceeding (including civil, criminal, administrative or investigative proceedings or any settlements thereof) arising out of or in connection with their service to the Corporation or to another organization at the corporation's request; and without limiting the generality of the foregoing, the Corporation shall indemnify any person within the scope of the foregoing to the same extent as it is expressly given the power to do so by the General Corporation Law of the State of Delaware, as in effect from time to time.

Expenses incurred with respect to any threatened, pending or contemplated action, suit or proceeding to which this ARTICLE may apply may be paid by the Corporation in advance of the final disposition thereof upon receipt of an undertaking by the person to repay such amount or amounts if and when it shall be ultimately determined, in accordance with Delaware law, that he is not entitled to indemnification.

The provisions of this ARTICLE shall be applicable to actions or proceedings commenced or settled prior to or after the adoption hereof (whether the service to the Corporation in connection with which such actions or proceedings arise shall have occurred prior to or after the adoption hereof), and to persons who have ceased to be directors, officers, employees or agents of the Corporation and shall inure to the benefit of their heirs, executors and administrators.

The indemnification provided by this ARTICLE shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of stockholders or disinterested directors, statute, bylaw of the Corporation or otherwise.

It shall be conclusively presumed that every person entitled to indemnification under this ARTICLE served the Corporation in reliance thereon. The revocation or modification of this ARTICLE shall have absolutely no adverse effect upon the rights of any person which, aside from said revocation or modification, may arise or shall have then arisen out of or in connection with his service to or at the request of the Corporation prior to said revocation or modification

ARTICLE VII

GENERAL PROVISIONS DIVIDENDS

Section 1 Declaration; Payment

Dividends upon the capital stock of the Corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2 Checks

All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3 Fiscal Year

The fiscal year of the Corporation shall be the calendar year.

Section 4 Seal

The corporate seal shall have inscribed thereon the names of the Corporation, and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

AMENDMENTS

Section 1

These bylaws may be altered or repealed at any meeting of the Board of Directors.

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

SCG JV Holdings, Inc., (the "Corporation"), a corporation organized under the laws of the State of Delaware, by its President does hereby certify:

1. That the Board of Directors of the Corporation by Unanimous Written Consent of the Board of Directors and the Sole Shareholder of the Corporation by Written Consent of the Sole Shareholder on May 27, 1999 passed resolutions declaring that the following changes and amendment in the Certificate of Incorporation be made.

RESOLVED, that Article One of said Certificate of Incorporation be amended to read as follows:

The name of the Corporation is SCG (Czech) Holding Corporation.

IN WITNESS THEREOF, this certificate has been signed by its President and Assistant Secretary and its corporate seal affixed this 27th day of May 1999.

By: /s/ Carl F. Koenemann
Carl F. Koenemann
President

State of Illinois)
) ss.
County of Cook)

Signed and sworn (or affirmed) to before me on this 27th day of May 1999.

/s/ Laura C. Rasmussen
Notary Public

By: /s/ Carol Forsyte
Carol Forsyte
Assistant Secretary

State of Illinois)
) ss.
County of Cook)

Signed and sworn (or affirmed) to before me on this 27th day of May 1999.

/s/ Laura C. Rasmussen
Notary Public

CERTIFICATE OF INCORPORATION
OF
SCG JV HOLDINGS, INC.

- FIRST: The name of the corporation is SCG JV Holdings, Inc.
- SECOND: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
- THIRD: The name of the corporation's initial agent for service of process in the state of Delaware is:
The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801
- FOURTH: The total number of shares which the Corporation shall have authority to issue is One Thousand (1,000) with \$.01 par value.
- FIVE: The name and mailing address of the incorporator are as follows:
Name: Virginia Wilhite
Mailing Address: 1303 East Algonquin Road
Schaumburg, IL 60196

I, THE UNDERSIGNED, for the purposes of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 4th day of May, 1999.

/s/ Virginia Wilhite

Virginia Wilhite

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Subscribed and sworn to before me this
4th day of May, 1999.

/s/ Kathleen M. Amato

Notary Public

SCG JV Holdings, Inc.**BYLAWS**ARTICLE IOFFICESSection 1
Registered Office

The registered office in the State of Delaware shall be at 1209 Orange Street, Wilmington, DE 19801. The name of the Corporation's registered agent at such address shall be the Corporation Trust Incorporated.

Section 2
Other Offices

The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE IIMEETINGS OF STOCKHOLDERSSection 1
Annual and Special Meetings

The annual meeting of the stockholders shall be held on the first Tuesday in May in each year at 10:00 A.M. at its principal business office in the State of Illinois or at such other date, time, and place as may be fixed by the Board of Directors. Special meetings of stockholders may be called by the Board of Directors for any other purpose may be held at such time and place, within or without the State of Illinois, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2
Notice of Meetings

Written or printed notice of every annual or special meeting of the stockholders, stating the place, date, time and in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each stockholder entitled to vote at such meeting not less than 10, nor more than 60 days, before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the Board of Directors, the President or the Secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the stockholder at his address as it appears on the records of the Corporation, with postage prepaid.

Section 3
Stockholder List

The officer having charge of the stock ledger of the Corporation shall make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetic order, specifying the address of and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. This list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 4
Quorum

The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by statute or by the certificate of incorporation. If a quorum is not present, the holders of the shares present in person or represented by proxy at the meeting, and entitled to vote thereat, shall have the power, by the affirmative vote of the holders of a majority of such shares, to adjourn the meeting to another time and/or place. Unless the adjournment is for more than 30 days or unless a new record date is set for the adjourned meeting, no notice of the adjourned meeting need be given to any stockholder, provided that the time and place of the adjourned meeting were announced at the meeting at which the adjournment was taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

Section 5
Majority Vote

When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of an applicable statute or of the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 6
Proxy

Every stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, except that no proxy shall be voted on after three years from its date, unless such proxy provides for a longer period.

Section 7
Action by Written Consent

Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken in connection with any corporate action, the meeting and vote of stockholders may be dispensed with if all the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken, or if the stockholders having not less than the percentage of the total number of shares of stock required by The General Corporation Law of Delaware for passage of the proposed corporate action shall consent in writing to such corporate action being taken, provided that if less than all the stockholders entitled to vote consent in writing to the proposed corporate action, prompt notice of the taking of such corporate action by consent of stockholders is given to all stockholders of the Corporation. Any action taken pursuant to the written consent of the stockholders, as provided for in the preceding sentence, shall have the same force and effect as if taken by the stockholders at a meeting thereof.

ARTICLE III

DIRECTORS

Section 1
Number; Election

The number of directors which shall constitute the whole Board shall be determined by the Board but shall not be less than three. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified.

Section 2
Vacancies

Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, unless sooner displaced.

Section 3
Quorum; Voting

At all meetings of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present.

Section 4
Meetings

Meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board of Directors may be called by the Chief Executive Officer, the President or the Secretary on 24 hours notice to each director, either personally, by telephone, by mail, or by telegraph; in like manner and on like notice, the Chief Executive Officer or the President must call a special meeting on the written request of three directors.

Section 5
Committees

The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the directors of the Corporation, which to the extent provided in the resolution shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require the same.

Section 6
Committee Rules and Quorum

Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by the resolution of the Board of Directors designating such committee, but in all cases the presence of at least a majority of the members of such committee shall be necessary to constitute a quorum. In the event that a member of such committee is absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 7
Action by Written Consent

Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 8
Fees

The directors, other than directors who are employees of the Company or its parent corporation, may be paid for expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in

any other capacity and receiving compensation therefor. Members of committees designated by the Board of Directors may be allowed like compensation for attending committee meetings.

ARTICLE IV

OFFICERS

Section 1

Election

The officers of the Corporation shall be chosen by the Board of Directors and shall consist of a Chief Executive Officer, a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary by the Board of Directors. Any number of offices may be held by the same person. In its discretion, the Board of Directors may leave unfilled for any period as it may deem advisable any office except offices of President and Secretary.

Section 2

Term; Removal; Vacancies

The officers of the Corporation shall hold office until their successors are chosen and qualified. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 3

The Chief Executive Officer and The President

The Chief Executive Officer shall be the chief executive officer of the Corporation, shall preside at all meetings of the stockholders, shall have responsibility for general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

The President shall be the chief operating officer of the Corporation and shall have responsibility for day to day management of the business of the Corporation as directed by the Chief Executive Officer. In the absence or disability of the Chief Executive Officer, the President shall perform the duties and exercise the powers of the Chief Executive Officer. The President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 4

The Vice-Presidents

The Vice-President, or if there shall be more than one, the Vice-Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform

the duties and exercise the powers of the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5
The Secretary and Assistant Secretaries

The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall have custody of the corporate seal of the Corporation and he, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the fixing by his signature. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 6
The Treasurer and Assistant Treasurers

The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give the Corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration of the Corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Corporation. The Assistant Treasurer or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE V

CERTIFICATES OF STOCK

Section 1
Certificates

Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by the President or a Vice-President and the Treasurer or an Assistant Treasurer or, the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates have been delivered by the Corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 2
Lost Certificates

The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen, or destroyed.

Section 3
Fixing a Record Date

The Board of Directors may fix in advance a date, not more than 60 nor less than 10 days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining such consent, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment

of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consents, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid. If no record date is fixed, the time for determining stockholders entitled to notice of or to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. The time for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 4
Registered Stockholders

The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VI
INDEMNIFICATION

Directors and officers of the Corporation shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any threatened, pending or completed action, suit or proceeding (including civil, criminal, administrative or investigative proceedings or any settlements thereof) arising out of or in connection with their service to the Corporation or to another organization at the corporation's request; and without limiting the generality of the foregoing, the Corporation shall indemnify any person within the scope of the foregoing to the same extent as it is expressly given the power to do so by the General Corporation Law of the State of Delaware, as in effect from time to time.

Expenses incurred with respect to any threatened, pending or contemplated action, suit or proceeding to which this ARTICLE may apply may be paid by the Corporation in advance of the final disposition thereof upon receipt of an undertaking by the person to repay such amount or amounts if and when it shall be ultimately determined, in accordance with Delaware law, that he is not entitled to indemnification.

The provisions of this ARTICLE shall be applicable to actions or proceedings commenced or settled prior to or after the adoption hereof (whether the service to the Corporation in connection with which such actions or proceedings arise shall have occurred prior to or after the adoption hereof), and to persons who have ceased to be directors, officers, employees or agents of the Corporation and shall inure to the benefit of their heirs, executors and administrators.

The indemnification provided by this ARTICLE shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of stockholders or disinterested directors, statute, bylaw of the Corporation or otherwise.

It shall be conclusively presumed that every person entitled to indemnification under this ARTICLE served the Corporation in reliance thereon. The revocation or modification of this ARTICLE shall have absolutely no adverse effect upon the rights of any person which, aside from said revocation or modification, may arise or shall have then arisen out of or in connection with his service to or at the request of the Corporation prior to said revocation or modification.

ARTICLE VII

GENERAL PROVISIONS

DIVIDENDS

Section 1

Declaration; Payment

Dividends upon the capital stock of the Corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2

Checks

All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3

Fiscal Year

The fiscal year of the Corporation shall be the calendar year.

Section 4

Seal

The corporate seal shall have inscribed thereon the names of the Corporation, and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

AMENDMENTS

Section 1

These bylaws may be altered or repealed at any meeting of the Board of Directors.

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

Lano, Inc., (the "Corporation"), a corporation organized under the laws of the State of Delaware, by its Vice President does hereby certify:

1. That the Board of Directors of the Corporation by Unanimous Written Consent of the Board of Directors and the Sole Shareholder of the Corporation by Written Consent of the Sole Shareholder on May 27, 1999 passed resolutions declaring that the following changes and amendment in the Certificate of Incorporation be made.

RESOLVED, that Article One of said Certificate of Incorporation be amended to read as follows:

The name of the Corporation is SCG (China) Holding Corporation.

IN WITNESS THEREOF, this certificate has been signed by its Vice President and Assistant Secretary and its corporate seal affixed this 27th day of May 1999.

By: /s/ Carl F. Koenemann
Carl F. Koenemann
Vice President

State of Illinois)
) ss.
County of Cook)

Signed and sworn (or affirmed) to before me on this 27th day of May 1999.

/s/ Laura C. Rasmussen
Notary Public

By: /s/ Carol Forsyte
Carol Forsyte
Assistant Secretary

State of Illinois)
) ss.
County of Cook)

Signed and sworn (or affirmed) to before me on this 27th day of May 1999.

/s/ Laura C. Rasmussen
Notary Public

CERTIFICATE OF INCORPORATION
OF
LANO, INC.

- FIRST: The name of the corporation is Lano, Inc.
- SECOND: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
- THIRD: The name of the corporation's initial agent for service of process in the state of Delaware is:
The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801
- FOURTH: The total number of shares which the Corporation shall have authority to issue is One Thousand (1,000) with \$.01 par value.
- FIVE: The name and mailing address of the incorporator are as follows:
Name: Virginia Wilhite
Mailing Address: 1303 East Algonquin Road
Schaumburg, IL 60196

I, THE UNDERSIGNED, for the purposes of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 21st day of December, 1998.

/s/ Virginia Wilhite

Virginia Wilhite

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Subscribed and sworn to before me this
21st day of December, 1998.

/s/ Margaret A. Hockenberry

Notary Public

Lano, Inc.

BYLAWS

ARTICLE I

OFFICES

Section 1
Registered Office

The registered office in the State of Delaware shall be at 1209 Orange Street, Wilmington, DE 19801. The name of the Corporation's registered agent at such address shall be the Corporation Trust Incorporated.

Section 2
Other Offices

The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1
Annual and Special Meetings

The annual meeting of the stockholders shall be held on any day in January in each year at 10:00 A.M. at its principal business office in the State of Illinois or at such other date, time, and place as may be fixed by the Board of Directors. Special meetings of stockholders may be called by the Board of Directors for any other purpose may be held at such time and place, within or without the State of Illinois, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2
Notice of Meetings

Written or printed notice of every annual or special meeting of the stockholders, stating the place, date, time and in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each stockholder entitled to vote at such meeting not less than 10, nor more than 60 days, before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the Board of Directors, the President or the Secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the stockholder at his address as it appears on the records of the Corporation, with postage prepaid.

Section 3
Stockholder List

The officer having charge of the stock ledger of the Corporation shall make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetic order, specifying the address of and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. This list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 4
Quorum

The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by statute or by the certificate of incorporation. If a quorum is not present, the holders of the shares present in person or represented by proxy at the meeting, and entitled to vote thereat, shall have the power, by the affirmative vote of the holders of a majority of such shares, to adjourn the meeting to another time and/or place. Unless the adjournment is for more than 30 days or unless a new record date is set for the adjourned meeting, no notice of the adjourned meeting need be given to any stockholder, provided that the time and place of the adjourned meeting were announced at the meeting at which the adjournment was taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

Section 5
Majority Vote

When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of an applicable statute or of the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 6
Proxy

Every stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, except that no proxy shall be voted on after three years from its date, unless such proxy provides for a longer period.

Section 7
Action by Written Consent

Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken in connection with any corporate action, the meeting and vote of stockholders may be dispensed with if all the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken, or if the stockholders having not less than the percentage of the total number of shares of stock required by The General Corporation Law of Delaware for passage of the proposed corporate action shall consent in writing to such corporate action being taken, provided that if less than all the stockholders entitled to vote consent in writing to the proposed corporate action, prompt notice of the taking of such corporate action by consent of stockholders is given to all stockholders of the Corporation. Any action taken pursuant to the written consent of the stockholders, as provided for in the preceding sentence, shall have the same force and effect as if taken by the stockholders at a meeting thereof.

ARTICLE III

DIRECTORS

Section 1
Number; Election

The number of directors which shall constitute the whole Board shall be determined by the Board but shall not be less than three. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified.

Section 2
Vacancies

Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, unless sooner displaced.

Section 3
Quorum; Voting

At all meetings of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present.

Section 4
Meetings

Meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board of Directors may be called by the Chief Executive Officer, the President or the Secretary on 24 hours notice to each director, either personally, by telephone, by mail, or by telegraph; in like manner and on like notice, the Chief Executive Officer or the President must call a special meeting on the written request of three directors.

Section 5
Committees

The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the directors of the Corporation, which to the extent provided in the resolution shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require the same.

Section 6
Committee Rules and Quorum

Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by the resolution of the Board of Directors designating such committee, but in all cases the presence of at least a majority of the members of such committee shall be necessary to constitute a quorum. In the event that a member of such committee is absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 7
Action by Written Consent

Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 8
Fees

The directors, other than directors who are employees of the Company or its parent corporation, may be paid for expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in

any other capacity and receiving compensation therefor. Members of committees designated by the Board of Directors may be allowed like compensation for attending committee meetings.

ARTICLE IV

OFFICERS

Section 1

Section 1 Election

The officers of the Corporation shall be chosen by the Board of Directors and shall consist of a Chief Executive Officer, President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary by the Board of Directors. Any number of offices may be held by the same person. In its discretion, the Board of Directors may leave unfilled for any period as it may deem advisable any office except offices of President and Secretary.

Section 2

Term; Removal; Vacancies

The officers of the Corporation shall hold office until their successors are chosen and qualified. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 3

The Chief Executive Officer and The President

The Chief Executive Officer shall be the chief executive officer of the Corporation, shall preside at all meetings of the stockholders, shall have responsibility for general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

The President shall be the chief operating officer of the Corporation and shall have responsibility for day to day management of the business of the Corporation as directed by the Chief Executive Officer. In the absence or disability of the Chief Executive Officer, the President shall perform the duties of and exercise the powers of the Chief Executive Officer. The President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 4

The Vice-Presidents

The Vice-President, or if there shall be more than one, the Vice-Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform

the duties and exercise the powers of the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5
The Secretary and Assistant Secretaries

The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall have custody of the corporate seal of the Corporation and he, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the fixing by his signature. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 6
The Treasurer and Assistant Treasurers

The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give the Corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration of the Corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Corporation. The Assistant Treasurer or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE V

CERTIFICATES OF STOCK

Section 1
Certificates

Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by the President or a Vice-President and the Treasurer or an Assistant Treasurer or, the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates have been delivered by the Corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 2
Lost Certificates

The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen, or destroyed.

Section 3
Fixing a Record Date

The Board of Directors may fix in advance a date, not more than 60 nor less than 10 days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining such consent, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consents, as the case may be, notwithstanding any transfer of any stock on the books of the

Corporation after any such record date fixed as aforesaid. If no record date is fixed, the time for determining stockholders entitled to notice of or to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. The time for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 4
Registered Stockholders

The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VI

INDEMNIFICATION

Directors and officers of the Corporation shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any threatened, pending or completed action, suit or proceeding (including civil, criminal, administrative or investigative proceedings or any settlements thereof) arising out of or in connection with their service to the Corporation or to another organization at the corporation's request; and without limiting the generality of the foregoing, the Corporation shall indemnify any person within the scope of the foregoing to the same extent as it is expressly given the power to do so by the General Corporation Law of the State of Delaware, as in effect from time to time.

Expenses incurred with respect to any threatened, pending or contemplated action, suit or proceeding to which this ARTICLE may apply may be paid by the Corporation in advance of the final disposition thereof upon receipt of an undertaking by the person to repay such amount or amounts if and when it shall be ultimately determined, in accordance with Delaware law, that he is not entitled to indemnification.

The provisions of this ARTICLE shall be applicable to actions or proceedings commenced or settled prior to or after the adoption hereof (whether the service to the Corporation in connection with which such actions or proceedings arise shall have occurred prior to or after the adoption hereof), and to persons who have ceased to be directors, officers, employees or agents of the Corporation and shall inure to the benefit of their heirs, executors and administrators.

The indemnification provided by this ARTICLE shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of stockholders or disinterested directors, statute, bylaw of the Corporation or otherwise.

It shall be conclusively presumed that every person entitled to indemnification under this ARTICLE served the Corporation in reliance thereon. The revocation or modification of this ARTICLE shall have absolutely no adverse effect upon the rights of any person which, aside from said revocation or modification, may arise or shall have then arisen out of or in connection with his service to or at the request of the Corporation prior to said revocation or modification

ARTICLE VII

GENERAL PROVISIONS DIVIDENDS

Section 1 Declaration; Payment

Dividends upon the capital stock of the Corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2 Checks

All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3 Fiscal Year

The fiscal year of the Corporation shall be the calendar year.

Section 4 Seal

The corporate seal shall have inscribed thereon the names of the Corporation, and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

AMENDMENTS

Section 1

These bylaws may be altered or repealed at any meeting of the Board of Directors.

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

SCG Puerto Rico, Inc., (the "Corporation"), a corporation organized under the laws of the State of Delaware, by its Assistant Secretary does hereby certify:

1. That the Board of Directors of the Corporation by Unanimous Written Consent of the Board of Directors and the Sole Shareholder of the Corporation by Written Consent of the Sole Shareholder on July 22, 1999 passed resolutions declaring that the following changes and amendment in the Certificate of Incorporation be made.

RESOLVED, that Article One of said Certificate of Incorporation be amended to read as follows:

The name of the Corporation is Semiconductor Components Industries Puerto Rico, Inc.

IN WITNESS THEREOF, this certificate has been signed by its Assistant Secretary and its corporate seal affixed this 22nd day of July 1999.

By: /s/ Carol Forsyte
Carol Forsyte
Assistant Secretary

State of Illinois)
)ss.
County of Cook)

Signed and sworn (or affirmed) to before me on this 22nd day of July 1999.

/s/ Laura C. Ramussen
Notary Public

CERTIFICATE OF INCORPORATION
OF
SCG PUERTO RICO, INC.

- FIRST: The name of the corporation is SCG Puerto Rico, Inc.
- SECOND: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
- THIRD: The name of the corporation's initial agent for service of process in the state of Delaware is:
The Corporation Trust Company
1209 Orange Street, New Castle County
Wilmington, DE 19801
- FOURTH: The total number of shares which the Corporation shall have authority to issue is One Thousand (1,000) with \$.01 par value.
- FIVE: The name and mailing address of the incorporator are as follows:
Name: Virginia Wilhite
Mailing Address: 1303 East Algonquin Road
Schaumburg, IL 60196

I, THE UNDERSIGNED, for the purposes of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 24th day of June, 1999.

/s/ Virginia Wilhite
Virginia Wilhite

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Subscribed and sworn to before me this
24 day of June, 1999.

/s/ Kathleen M. Amato
Notary Public

SCG Puerto Rico, Inc.**BYLAWS**ARTICLE IOFFICESSection 1
Registered Office

The registered office in the State of Delaware shall be at 1209 Orange Street, Wilmington, DE 19801. The name of the Corporation's registered agent at such address shall be the Corporation Trust Incorporated.

Section 2
Other Offices

The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE IIMEETINGS OF STOCKHOLDERSSection 1
Annual and Special Meetings

The annual meeting of the stockholders shall be held on any day in July in each year at 10:00 A.M. at its principal business office in the State of Illinois or at such other date, time, and place as may be fixed by the Board of Directors. Special meetings of stockholders may be called by the Board of Directors for any other purpose may be held at such time and place, within or without the State of Illinois, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2
Notice of Meetings

Written or printed notice of every annual or special meeting of the stockholders, stating the place, date, time and in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each stockholder entitled to vote at such meeting not less than 10, nor more than 60 days, before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the Board of Directors, the President or the Secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the stockholder at his address as it appears on the records of the Corporation, with postage prepaid.

Section 3
Stockholder List

The officer having charge of the stock ledger of the Corporation shall make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetic order, specifying the address of and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. This list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 4
Quorum

The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by statute or by the certificate of incorporation. If a quorum is not present, the holders of the shares present in person or represented by proxy at the meeting, and entitled to vote thereat, shall have the power, by the affirmative vote of the holders of a majority of such shares, to adjourn the meeting to another time and/or place. Unless the adjournment is for more than 30 days or unless a new record date is set for the adjourned meeting, no notice of the adjourned meeting need be given to any stockholder, provided that the time and place of the adjourned meeting were announced at the meeting at which the adjournment was taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

Section 5
Majority Vote

When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of an applicable statute or of the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 6
Proxy

Every stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, except that no proxy shall be voted on after three years from its date, unless such proxy provides for a longer period.

Section 7
Action by Written Consent

Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken in connection with any corporate action, the meeting and vote of stockholders may be dispensed with if all the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken, or if the stockholders having not less than the percentage of the total number of shares of stock required by The General Corporation Law of Delaware for passage of the proposed corporate action shall consent in writing to such corporate action being taken, provided that if less than all the stockholders entitled to vote consent in writing to the proposed corporate action, prompt notice of the taking of such corporate action by consent of stockholders is given to all stockholders of the Corporation. Any action taken pursuant to the written consent of the stockholders, as provided for in the preceding sentence, shall have the same force and effect as if taken by the stockholders at a meeting thereof.

ARTICLE III

DIRECTORS

Section 1
Number; Election

The number of directors which shall constitute the whole Board shall be determined by the Board but shall not be less than three. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified.

Section 2
Vacancies

Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, unless sooner displaced.

Section 3
Quorum; Voting

At all meetings of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present.

Section 4
Meetings

Meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board of Directors may be called by the Chief Executive Officer, the President or the Secretary on 24 hours notice to each director, either personally, by telephone, by mail, or by telegraph; in like manner and on like notice, the Chief Executive Officer or the President must call a special meeting on the written request of three directors.

Section 5
Committees

The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the directors of the Corporation, which to the extent provided in the resolution shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require the same.

Section 6
Committee Rules and Quorum

Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by the resolution of the Board of Directors designating such committee, but in all cases the presence of at least a majority of the members of such committee shall be necessary to constitute a quorum. In the event that a member of such committee is absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 7
Action by Written Consent

Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 8
Fees

The directors, other than directors who are employees of the Company or its parent corporation, may be paid for expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in

any other capacity and receiving compensation therefor. Members of committees designated by the Board of Directors may be allowed like compensation for attending committee meetings.

ARTICLE IV

OFFICERS

Section 1

Election

The officers of the Corporation shall be chosen by the Board of Directors and shall consist of a Chief Executive Officer, a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary by the Board of Directors. Any number of offices may be held by the same person. In its discretion, the Board of Directors may leave unfilled for any period as it may deem advisable any office except offices of President and Secretary.

Section 2

Term; Removal; Vacancies

The officers of the Corporation shall hold office until their successors are chosen and qualified. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 3

The Chief Executive Officer and The President

The Chief Executive Officer shall be the chief executive officer of the Corporation, shall preside at all meetings of the stockholders, shall have responsibility for general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

The President shall be the chief operating officer of the Corporation and shall have responsibility for day to day management of the business of the Corporation as directed by the Chief Executive Officer. In the absence or disability of the Chief Executive Officer, the President shall perform the duties of and exercise the powers of the Chief Executive Officer. The President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 4

The Vice-Presidents

The Vice-President, or if there shall be more than one, the Vice-Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform

the duties and exercise the powers of the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5
The Secretary and Assistant Secretaries

The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall have custody of the corporate seal of the Corporation and he, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the fixing by his signature. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 6
The Treasurer and Assistant Treasurers

The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give the Corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration of the Corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Corporation. The Assistant Treasurer or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE V

CERTIFICATES OF STOCK

Section 1
Certificates

Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by the President or a Vice-President and the Treasurer or an Assistant Treasurer or, the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates have been delivered by the Corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 2
Lost Certificates

The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen, or destroyed.

Section 3
Fixing a Record Date

The Board of Directors may fix in advance a date, not more than 60 nor less than 10 days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining such consent, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consents, as the case may be, notwithstanding any transfer of any stock on the books of the

Corporation after any such record date fixed as aforesaid. If no record date is fixed, the time for determining stockholders entitled to notice of or to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. The time for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 4
Registered Stockholders

The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VI

INDEMNIFICATION

Directors and officers of the Corporation shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any threatened, pending or completed action, suit or proceeding (including civil, criminal, administrative or investigative proceedings or any settlements thereof) arising out of or in connection with their service to the Corporation or to another organization at the corporation's request; and without limiting the generality of the foregoing, the Corporation shall indemnify any person within the scope of the foregoing to the same extent as it is expressly given the power to do so by the General Corporation Law of the State of Delaware, as in effect from time to time.

Expenses incurred with respect to any threatened, pending or contemplated action, suit or proceeding to which this ARTICLE may apply may be paid by the Corporation in advance of the final disposition thereof upon receipt of an undertaking by the person to repay such amount or amounts if and when it shall be ultimately determined, in accordance with Delaware law, that he is not entitled to indemnification.

The provisions of this ARTICLE shall be applicable to actions or proceedings commenced or settled prior to or after the adoption hereof (whether the service to the Corporation in connection with which such actions or proceedings arise shall have occurred prior to or after the adoption hereof), and to persons who have ceased to be directors, officers, employees or agents of the Corporation and shall inure to the benefit of their heirs, executors and administrators.

The indemnification provided by this ARTICLE shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of stockholders or disinterested directors, statute, bylaw of the Corporation or otherwise.

It shall be conclusively presumed that every person entitled to indemnification under this ARTICLE served the Corporation in reliance thereon. The revocation or modification of this ARTICLE shall have absolutely no adverse effect upon the rights of any person which, aside from said revocation or modification, may arise or shall have then arisen out of or in connection with his service to or at the request of the Corporation prior to said revocation or modification

ARTICLE VII

GENERAL PROVISIONS

DIVIDENDS

Section 1

Declaration; Payment

Dividends upon the capital stock of the Corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2

Checks

All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3

Fiscal Year

The fiscal year of the Corporation shall be the calendar year.

Section 4

Seal

The corporate seal shall have inscribed thereon the names of the Corporation, and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

AMENDMENTS

These bylaws may be altered or repealed at any meeting of the Board of Directors.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Office of the Secretary of State

James R. Langevin, Secretary of State

CERTIFICATE OF MERGER OR CONSOLIDATION
INTO

Semiconductor Components Industries of Rhode Island, Inc.

I, JAMES R. LANGEVIN, Secretary of State of the State of Rhode Island and Providence Plantations, hereby certify that duplicate originals of Articles of MERGER *or* CONSOLIDATION of Semiconductor Components Industries of Rhode Island, Inc., a Domestic Corporation, and Redbird Acquisition Corp., a Domestic Corporation, and N/A, I _____, duly signed and verified pursuant to the applicable provisions of the Rhode Island General Laws, 1956, as amended, have been received in this office and are found to conform to law. The affixed is a duplicate original of the Articles of Merger or Consolidation.

WITNESS my hand and the seal of the State of Rhode Island and Providence Plantations this 1st day of May, 2000.

James R. Langevin

Secretary of State

Cathryn J. Villanis

By _____





STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

FILED
MAY 01 2000
By [Signature]

ARTICLES OF MERGER OR CONSOLIDATION INTO
(To Be Filed In Duplicate Original)

Semiconductor Components Industries of Rhode Island, Inc.

(Insert full name of surviving or new entity on this line)

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Pursuant to the applicable provisions of the Rhode Island General Laws, 1956, as amended, the undersigned entities submit the following Articles of [X] Merger or [] Consolidation (check one box only) for the purpose of merging or consolidating them into one entity.

a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the states under which each is organized are:

Table with 3 columns: Name of entity, Type of entity, State under which entity is organized. Rows include Redbird Acquisition Corp. and Semiconductor Components Industries of Rhode Island, Inc.

The laws of the state under which each entity is organized permit such merger or consolidation.

- c. The full name of the surviving or new entity is Semiconductor Components Industries of Rhode Island, Inc. which is to be governed by the laws of the State of Rhode Island.
d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized.
e. If the surviving entity's name has been amended via the merger, please state the new name: N/A
f. If the surviving or new entity is to be governed by the laws of a state other than Rhode Island, and such surviving or new entity is not qualified to conduct business in the State of Rhode Island, the entity agrees that: it may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; it irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:
g. The future effective date (which shall be a date or time certain no more than thirty (30) days after the filing of the Articles of Merger or, in the case of a subsidiary merger, on or after the 30th day after the mailing of a copy of the agreement of merger to the shareholders of the subsidiary corporation) of the merger or consolidation is upon filing (if upon filing, so state).

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.1 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

a. If one or more of the merging or consolidating entities is a business corporation (except one whose shareholders are not required to approve the agreement under Section 7-1.1-67, or does not require shareholder approval pursuant to the laws of the state under which the corporation is organized, in which event that fact shall be set forth), state below as to each business corporation, the total number of shares outstanding entitled to vote on the Plan of Merger or Consolidation, respectively, and, if the shares



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

FILED
MAY 01 2000
By [Signature]

ARTICLES OF MERGER OR CONSOLIDATION INTO
(To Be Filed In Duplicate Original)

Semiconductor Components Industries of Rhode Island, Inc.

(Insert full name of surviving or new entity on this line)

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Pursuant to the applicable provisions of the Rhode Island General Laws, 1956, as amended, the undersigned entities submit the following Articles of [X] Merger or [] Consolidation (check one box only) for the purpose of merging or consolidating them into one entity.

a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the states under which each is organized are:

Table with 3 columns: Name of entity, Type of entity, State under which entity is organized. Rows include Redbird Acquisition Corp. and Semiconductor Components Industries of Rhode Island, Inc.

The laws of the state under which each entity is organized permit such merger or consolidation.

- c. The full name of the surviving or new entity is Semiconductor Components Industries of Rhode Island, Inc. which is to be governed by the laws of the State of Rhode Island.
d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized.
e. If the surviving entity's name has been amended via the merger, please state the new name: N/A
f. If the surviving or new entity is to be governed by the laws of a state other than Rhode Island, and such surviving or new entity is not qualified to conduct business in the State of Rhode Island, the entity agrees that: it may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; it irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:
g. The future effective date (which shall be a date or time certain no more than thirty (30) days after the filing of the Articles of Merger or, in the case of a subsidiary merger, on or after the 30th day after the mailing of a copy of the agreement of merger to the shareholders of the subsidiary corporation) of the merger or consolidation is upon filing (if upon filing, so state).

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.1 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

a. If one or more of the merging or consolidating entities is a business corporation (except one whose shareholders are not required to approve the agreement under Section 7-1.1-67, or does not require shareholder approval pursuant to the laws of the state under which the corporation is organized, in which event that fact shall be set forth), state below as to each business corporation, the total number of shares outstanding entitled to vote on the Plan of Merger or Consolidation, respectively, and, if the shares

SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED

- a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:

- b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Redbird Acquisition Corp.

Entity Name

By: Judith G. Boyle
 Name of person signing

Vice President
 Title of person signing

By: George H. Cave
 Name of person signing

Secretary
 Title of person signing

STATE OF Arizona
COUNTY OF Maricopa

In Phoenix, AZ on this 5th day of April, 2000, before me personally appeared Judith A. Boyle & George H. Cave, who being duly sworn declared that he/she is the Vice Pres. / Secretary of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements therein contained are true.



Annmarie Klein
 Notary Public
 My Commission Expires: 17-Dec-2000

Semiconductor Components Industries of Rhode Island, Inc.

Entity Name

By: George H. Cave
 Name of person signing

Vice President
 Title of person signing

By: Judith G. Boyle
 Name of person signing

Secretary
 Title of person signing

STATE OF Arizona
COUNTY OF Maricopa

In Phoenix on this 5th day of April, 2000, before me personally appeared George H. Cave & Judith A. Boyle, who being duly sworn declared that he/she is the Vice Pres / Secretary of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements therein contained are true.



Annmarie Klein
 Notary Public
 My Commission Expires: 17-Dec-2001



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF TAXATION
One Capitol Hill
Providence, RI 02908-5800

April 28, 2000

TO WHOM IT MAY CONCERN:

Re: REDBIRD ACQUISITION CORP.

It appears from our records that the above named corporation has filed all the required Business Corporation Tax Returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of this date regarding any liability under the Rhode Island Business Corporation Tax Law.

This letter is issued pursuant to the request of the above named corporation for the purpose of:

A MERGER – CORPORATION IS THE NONSURVIVOR

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Gary Clark".

R. Gary Clark
Tax Administrator

A handwritten signature in black ink, appearing to read "Edward J. Flanagan, Jr.".

Edward J. Flanagan, Jr.
Chief Revenue Agent
Corporations

EXHIBIT A

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan"), is made and executed as of the __ day of April, 2000 by Redbird Acquisition Corp., a Rhode Island corporation (the "Parent Company"), Semiconductor Components Industries of Rhode Island, Inc. a Rhode Island corporation (the "Subsidiary"), and Semiconductor Components Industries, LLC, a Delaware limited liability company ("Components").

1. Capital Structure and Ownership

The Subsidiary has a total authorized capital stock consisting of 250,000 shares of common stock, of which 160,190 shares are issued and outstanding on the date hereof and held of record by the Parent Company.

The Parent Company has a total authorized capital stock consisting of 8,000 shares of common stock, \$1.00 par value, of which 100 shares are issued and outstanding on the date hereof and held of record by Components.

2. Merger

At the Effective Time (as hereinafter defined), the Parent Company shall, pursuant to Section 7-1.1-65 of the Rhode Island General Laws, be merged with and into the Subsidiary, which shall be the surviving corporation and shall continue in existence, on the terms and conditions hereinafter set forth. At the Effective Time, the separate existence of the Parent Company shall cease and the effect of the merger shall otherwise be as provided under Section 7-1.1-69 of the Rhode Island General Laws.

3. Effective Time

The effective time of the merger provided for herein shall be upon filing of the Articles of Merger with the Rhode Island Secretary of State (the "Effective Time").

4. Conversion of Shares

At the Effective Time of the merger of the Parent Company with and into the Subsidiary:

a. Each share of the common stock of the Parent Company outstanding immediately prior to the Effective Time shall be converted into ten (10) shares of the common stock of the Subsidiary; and

b. Each share of the common stock of the Subsidiary outstanding immediately prior to the Effective Time shall be canceled and retired and shall constitute authorized and unissued shares of common stock of the Subsidiary.

5. The Surviving Corporation

a. From and after the Effective Time until thereafter amended as provided by law, the Articles of Incorporation and Bylaws of the Subsidiary as in effect immediately prior to the merger shall be and continue to be the Articles of Incorporation and Bylaws of the Subsidiary.

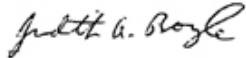
b. The persons who are directors and officers of the Subsidiary immediately prior to the merger shall, until otherwise changed in the manner provided by law, continue as the directors and officers of the Subsidiary following the merger, and shall hold office as provided in the Articles of Incorporation and Bylaws of the Subsidiary.

6. Waiver of Mailing

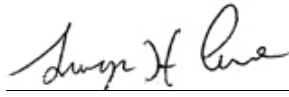
The Parent Company, as the sole shareholder of the Subsidiary, and Components, as the sole shareholder of the Parent Company, hereby waive mailing of a copy of the Plan and hereby agree that the Plan, the articles of merger and any other certificates or other instruments required by law to be recorded with respect to the Parent Company and the Subsidiary may be recorded in the appropriate offices in the State of Rhode Island at any time following the adoption of the Plan.

IN WITNESS WHEREOF, the parties hereto have executed this Plan of Merger as of the day and year first above written.

REDBIRD ACQUISITION CORP.

By: 
Name: Judith A. Boyle
Title: Vice President

SEMICONDUCTOR COMPONENTS
INDUSTRIES OF RHODE ISLAND, INC.

By: 
Name: George H. Cave
Title: Vice President



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

BUSINESS CORPORATION

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
(To Be Filed In Duplicate Original)

Pursuant to the provisions of Section 7-1.1-56 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

- 1. The name of the corporation is Cherry Semiconductor Corporation
2. The shareholders of the corporation (or, where no shares have been issued, the board of directors of the corporation) on April 3, 2000, in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, adopted the following amendment(s) to the Articles of Incorporation:

[Insert Amendment(s)]
(If additional space is required, please list on separate attachment)

"FIRST: The name of the corporation is Semiconductor Components Industries of Rhode Island, Inc."

- 3. The number of shares of the corporation outstanding at the time of such adoption was 160,190; and the number of shares entitled to vote thereon was 160,190.
4. The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows: (If inapplicable, insert "none.")

Table with 2 columns: Class, Number of Shares. Row 1: None

5. The number of shares voted for such amendment was 160,190; and the number of shares voted against such amendment was -0-.
6. The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was: (If inapplicable, insert "none.")

Class	Number of Shares Voted	
	For	Against
None		

7. The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: (If no change, so state)

No change

8. The manner in which such amendment effects a change in the amount of stated capital, and the amount (expressed in dollars) of stated capital as changed by such amendment, are as follows: (If no change, so state)

No change

9. As required by Section 7-1.1-57 of the General Laws, the corporation has paid all fees and franchise taxes.

10. Date when amendment is to become effective upon filing
(not prior to, nor more than 30 days after, the filing of these articles of amendment)

Date: April 3, 2000

Cherry Semiconductor Corporation
Print Corporate Name

By Steven P. Hanson
 President or Vice President (check one)

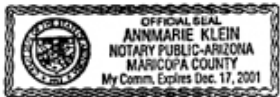
AND

By Judith A. Boyle
 Secretary or Assistant Secretary (check one)

APR 03 2000
By JMD 241349

STATE OF Arizona
COUNTY OF Maricopa

In Phoenix, AZ, on this 3rd day of April, 2000 personally appeared before me Steven P. Hanson / Judith A. Boyle who, being by me first duly sworn, declared that he/she is the Pres / Sec. of the corporation and that he/she signed the foregoing document as such officer of the corporation, and that the statements herein contained are true.



Annmarie Klein
Notary Public
My Commission Expires: 17-Dec-2001

State of Rhode Island and Providence Plantations

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF**

MICRO COMPONENTS CORPORATION

Pursuant to the provisions of Section 7-1.1-56 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is CHERRY SEMICONDUCTOR CORPORATION (a close corporation pursuant to Section 7-1.1-51 of the General Laws, 1956, as amended)

SECOND: The shareholders of the corporation on March 1, 1978, in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, adopted the following amendment(s) to the Articles of Incorporation:

[Insert Amendment(s)]

ARTICLE FIRST. of said Articles of Incorporation is hereby amended to change the name of Corporation to:

“CHERRY SEMICONDUCTOR CORPORATION,” (a close corporation pursuant to Section 7-1.1-51 of the General Laws, 1956, as amended.)

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 160,190; and the number of shares entitled to vote thereon was 160,190

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares</u>
None	

FIFTH: The number of shares voted for such amendment was 160,190; and the number of shares voted against such amendment was -0-.

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>
None		

SEVENTH: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: (If no change, so state)


No change

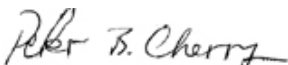
EIGHTH: The manner in which such amendment effects a change in the amount of stated capital, and the amount of stated capital as changed by such amendment, are as follows: (If no change, so state)

No change

Dated March 1, 1978

MICRO COMPONENTS CORPORATION

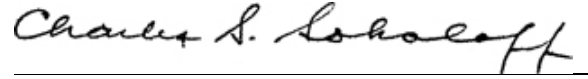
By 
Its _____ President

and 
Its _____ Secretary

STATE OF RHODE ISLAND
COUNTY OF Providence

} SC.

At Providence in said county on this 1st day of March, 1978, personally appeared before me Alfred S. Budnick, who, being by me first duly sworn, declared that he is the President of Micro Components Corporation that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.



Notary Public

(NOTARIAL SEAL)

State of Rhode Island and Providence Plantations

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
MICRO COMPONENTS CORPORATION**

Pursuant to the provisions of Section 7-1.1-56 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is MICRO COMPONENTS CORPORATION

SECOND: The shareholders of the corporation on February 26, 1974, in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, adopted the following amendment(s) to the Articles of Incorporation:

[Insert Amendment (s)]

That Article FOURTH of the Articles of Incorporation be and hereby is amended to read as follows:

“FOURTH: The aggregate number of shares which the corporation shall have authority to issue is 250,000, such shares to have a par value of One Cent (\$0.01) per share.”

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 11,225; and the number of shares entitled to vote thereon was 11,225

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares</u>
	NONE

FIFTH: The number of shares voted for such amendment was 11,225; and the number of shares voted against such amendment was NONE.

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>
	NONE	

SEVENTH: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: (If no change, so state)


NO CHANGE

EIGHTH: The manner in which such amendment effects a change in the amount of stated capital, and the amount of stated capital as changed by such amendment, are as follows: (If no change, so state)

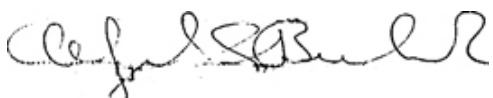
NO CHANGE

Dated MARCH 12, 1974

MICRO COMPONENTS CORPORATION

By 

Its Selig Gertzis
President

and 

Its Alfred S. Budnick
Secretary

STATE OF RHODE ISLAND

COUNTY OF

} SC.

At Cranston in said county on this 12th day of MARCH, 1974 personally appeared before me Selig Gertzis, who, being by me first duly sworn, declared that he is the President of Micro Components Corporation that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.



Notary Public

[ILLEGIBLE]

(NOTARIAL SEAL)

State of Rhode Island and Providence Plantations

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF**

MICRO COMPONENTS CORPORATION

Pursuant to the provisions of Section 7-1.1-56 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is MICRO COMPONENTS CORPORATION

SECOND: The shareholders of the corporation on February 13, 1973, in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, adopted the following amendment(s) to the Articles of Incorporation:

[Insert Amendment (s)]

That Article FOURTH of the Articles of Incorporation be and hereby is amended to read as follows:

“FOURTH: The aggregate number of shares which the corporation shall have authority to issue is 25,000, such shares to have a par value of One Cent (1¢) per share.”

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 10,925; and the number of shares entitled to vote thereon was 10,925

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares</u>
	NONE

FIFTH: The number of shares voted for such amendment was 7,699; and the number of shares voted against such amendment was None. Such action was taken without a meeting pursuant to the written consents

SIXTH: The number of shares of each class entitled to vote thereon as a class voted of the for and against such amendment, respectively, was: (if inapplicable, insert "none") Shareholders.

<u>Class</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>
	NONE	

SEVENTH: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: (If no change, so state)

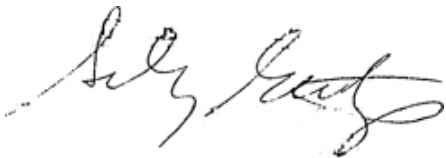
NONE

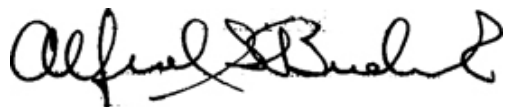
EIGHTH: The manner in which such amendment effects a change in the amount of stated capital, and the amount of stated capital as changed by such amendment, are as follows: (If no change, so state)

NONE

Dated May 24, 1973

MICRO COMPONENTS CORPORATION


By 
Its _____
President

and 
Its _____
Secretary

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

} SC.

At CRANSTON in said county on this 24th day of MAY, 1973, personally appeared before me ALFRED S. BUDNICK, who, being by me first duly sworn, declared that he is the SECRETARY of MICRO COMPONENTS CORPORATION that he signed the foregoing document as SECRETARY of the corporation, and that the statements therein contained are true.



Notary Public

(NOTARIAL SEAL)

State of Rhode Island and Providence Plantations

BUSINESS CORPORATION

ORIGINAL ARTICLES OF INCORPORATION

The undersigned acting as incorporator (s) of a corporation under Chapter 7-1.1 of the General Laws, 1956, as amended, adopt (s) the following Articles of Incorporation for such corporation:

FIRST. The name of the corporation is

MICRO COMPONENTS CORPORATION

(A close corporation pursuant to §7-1.1-51 of the General Laws, 1956, as amended) (strike if inapplicable)

SECOND. The period of its duration is (if perpetual, so state) PERPETUAL

THIRD. The purpose or purposes for which the corporation is organized are:

To engage in any lawful business, act or activity for which corporations may be organized under the Rhode Island business corporation act.

The corporation shall have power: (See §7-1.1-4 of the General Laws, 1956, as amended.)

(a) To have perpetual succession by its corporate name

(b) To sue and be sued, complain and defend, in its corporate name.

(c) To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

(d) To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated.

(e) To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets.

(f) To lend money and to use its credit to assist its employees.

(g) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district or municipality or of any instrumentality thereof.

(h) To make contracts and guarantees and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchises, and income.

(i) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

(j) To conduct its business, carry on its operations, and have offices and exercise the powers granted by this chapter, within or without this state.

(k) To elect or appoint officers and agents of the corporation, and define their duties and fix their compensation.

(l) To make and alter by-laws, not inconsistent with its articles of incorporation or with the laws of this state, for the administration and regulation of the affairs of the corporation.

(m) To make donations for the public welfare or for charitable, scientific or educational purposes.

(n) To transact any lawful business which the board of directors shall find will be in aid of governmental authority.

(o) To pay pensions and establish pension plans, pension trusts, profit-sharing plans, stock bonus plans, stock option plans and other incentive plans for any or all of its directors, officers and employees.

(p) To provide insurance for its benefit on the life of any of its directors, officers, or employees, or on the life of any stockholder for the purpose of acquiring at his death shares of its stock owned by such stockholder.

(q) To be a promoter, partner, member, associate, or manager of any partnership, enterprise or venture.

(r) To have and exercise all powers necessary or convenient to effect its purposes.

FOURTH. The aggregate number of shares which the corporation shall have authority to issue is:

(a) *If only one class:* Total number of shares 20,000

(If the authorized shares are to consist of one class only, state the par value of such shares or a statement that all of such shares are to be without par value.)

Such shares to have a par value of one cent (1¢) per share.

or

(b) *If more than one class:* Total number of shares _____

(State (A) the number of the shares of each class thereof that are to have a par value and the par value of each share of each such class, and/or (B) the number of such shares that are to be without par value, and (C) a statement of all or any of the designations and the powers, preferences and rights, including voting rights, and the qualifications, limitations or restrictions thereof, which are permitted by the provisions of title 7 of the General Laws in respect of any class or classes of stock of the corporation and the fixing of which by the articles of association is desired, and an express grant of such authority as it may then be desired to grant to the board of directors to fix by vote or votes any thereof that may be desired but which shall not be fixed by the articles.)

FIFTH. Provisions (if any) dealing with the preemptive right of shareholders pursuant to §7-1.1-24 of the General Laws, 1956, as amended:

Shareholders shall have no preemptive rights to acquire unissued or treasury shares or securities convertible into shares or carrying a right to subscribe to or acquire shares in the corporation.

SIXTH. Provisions for the regulation of the internal affairs of the corporation: Any action required or permitted to be taken at a meeting of shareholders by law or by the certificate of incorporation or by the by-laws of this corporation may be taken without a meeting upon the written consent of such shareholders as would entitled to cast at least the minimum number of votes which would be required to take such action at a meeting at which all shareholders entitled to vote thereon are present. The corporation is hereby authorized to make distributions to its share-holders out of its unreserved and unrestricted capital surplus in accordance with Section 7-1.1-41 of the General Laws, 1956, as amended.

SEVENTH. The address of the initial registered office of the corporation is 1122 Industrial Bank Building, Providence, R.I. 02903 (add Zip Code) and the name of its initial registered agent at such address is: Charles S. Sokoloff

EIGHTH. The number of directors constituting the initial board of directors of the corporation is one and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

(If this is a close corporation pursuant §7-1.1-51 of the General Laws, 1956, as amended, state the name(s) and address(es) of the officers of the corporation.)

<i>Name</i>	<i>Address</i>
Charles S. Sokoloff	1122 Industrial Bank Bldg.
	Providence, Rhode Island 02903

NINTH. The name and address of each incorporator is:

<i>Name</i>	<i>Address</i>
Charles S. Sokoloff	1122 Industrial Bank Bldg.
	Providence, Rhode Island 02903

TENTH. Date when corporate existence to begin (not more than 30 days after filing of these articles of incorporation):

Upon filing

Dated April 3, 1972

Charles S. Sokoloff

STATE OF RHODE ISLAND }
COUNTY OF PROVIDENCE } In the City } of WOONSOCKET

in said county this _____ day of April, A.D. 1972 then personally appeared before me Charles S. Sokoloff each and all known to me and known by me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed.



Notary Public

Cherry Semiconductor Corporation

Action by Written Consent of the Shareholders

April, 3, 2000

The undersigned, being the sole shareholder of Cherry Semiconductor Corporation, a Rhode Island corporation (the "Corporation"), hereby consent to and adopt the following vote:

VOTED: That Article IV of the Bylaws of the Corporation be amended to read as follows:

DIRECTORS

Section 1. Powers. The business and affairs of the Corporation shall be managed by the board of directors.

Section 2. Number. The number of directors shall be not less than one nor more than five. The number constituting the initial board shall be three. Thereafter, within the limits above specified, the number of directors shall be fixed by vote of the board of directors or by the shareholders at the annual meeting. If pursuant to the foregoing authority, the board of directors shall decrease the number of directors, such decrease shall not be effective with respect to the terms of directors then holding office until the next annual meeting of shareholders.

Section 3. Election and Term. The directors shall be elected at the annual meeting of the shareholders, except as provided in Section 5 of this Article, and each director elected shall hold office until the next annual meeting of the shareholders and thereafter until his successor is elected and qualified (unless there shall be no successor as a result of a decrease in the number of the board of directors), Any or all of the directors may be removed with or without cause by vote of the shareholders, and any director may be removed for cause by vote of the board of directors. Directors need not be shareholders of the Corporation or residents of the State of Rhode Island,

Section 4. Meetings. The board of directors may hold meetings, both regular and special, either within or without the State of Rhode Island. The first meeting of each newly elected board of directors shall be held at such time and place as shall be specified in a notice delivered as hereinafter provided for special meetings of the board of directors, or as shall be specified In a written waiver signed by all of the directors. Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board of directors. Special meetings of the board of directors may be called by the president on two days' notice to each director, either personally or by mail or by telegram. Special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors. Meetings of the directors may be held by means of a telephone conference circuit and connection to such circuit shall constitute presence at such meeting.

Section 5. Vacancies. Any vacancy occurring In the board of directors may be filled by the affirmative vote of a majority of the remaining directors through less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of

his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by the board of directors for a term of office continuing only until the next election of directors by the shareholders.

Section 6. Quorum. At all meetings of the board of directors, a majority of the number of directors fixed pursuant to Section 2 of this Article shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by the Act or by the articles of Incorporation.

Section 7. Directors' Consent Vote. Any action required or permitted to be taken at a meeting of the board of directors or of any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed before or after such action by all of the directors, or all of the members of such committee, as the case may be.

Section 8. Committees of Directors. The board of directors may, by vote passed by a [majority] of the whole board, designate one or more committees, including an executive committee, each committee to consist of two or more of the directors of the Corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Except as provided by the Act, any such committee, to the extent provided in the resolution, shall have and may exercise all the authority of the board of directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. Each committee shall keep regular minutes of its proceedings and report the same to the board of directors when required.

Section 9. Compensation of Directors. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings,

This writing shall be filed with the records of the meetings of the shareholders of the Corporation and shall for all purposes be treated as action taken and votes adopted at a meeting of the shareholders duly called, noticed and held.

Redbird Acquisition Corp.

By: /s/ George Cave
Secretary

BY LAWS OF
MICRO COMPONENTS COMPANY, INC.

ARTICLE I
IDENTIFICATION

Section 1.01. Name.

The name of the corporation is Micro Components Company, Inc.

Section 1.02. Registered. Office and Registered Agent.

The address, of the registered office of the corporation is 1122 Industrial Bank Building, Providence, Rhode Island; and the name of the registered agent at this address is Charles S. Sokoloff. The corporation may change its registered office or registered agent or both upon filing in the office of the Secretary of State of the State of Rhode Island a statement as prescribed by Section 7-1.1-12 of the Rhode Island business corporation act.

Section 1.03. Seal.

The seal of the corporation shall be circular in form and mounted upon a metal die, suitable for impressing the same upon paper. About the upper periphery of the seal shall appear the words Micro Components Company, Inc. In the center of the seal shall appear the words "Incorporated Rhode Island" and "1973".

Section 1.04. Fiscal Year.

The fiscal year of the corporation shall begin on the first day of November in each year and end on the last day of October in the following year.

ARTICLE II
CAPITAL STOCK

Section 2.01. Consideration for Shares.

The capital stock may be issued for such consideration, expressed in dollars, not less than the par value thereof, as shall be fixed from time to time by a majority of the shareholders. Treasury shares may be disposed of by the corporation for such consideration expressed in dollars as may be fixed from time to time by a majority of the shareholders.

Section 2.02. Payment for Shares.

The consideration for the issuance of shares may be paid, in whole or in part, in money, in other property, tangible or intangible, or in labor or services actually performed for the corporation. When payment of the consideration for which shares are to be issued shall have been received by the corporation, such shares shall be deemed to be fully paid and nonassessable. Neither promissory notes nor future services shall constitute payment or part payment for the issuance of shares of the corporation. In the absence of fraud in the transaction, the judgment of a majority of shareholders as to the value of the consideration received for shares shall be conclusive. No certificate shall be issued for any share until the share is fully paid.

Section 2.03. Certificates Representing Shares.

Each holder of the capital stock of the corporation shall be entitled to a certificate signed by the president or a vice-president and the secretary of the corporation, and sealed with the seal of the corporation, certifying the number of shares owned by him in the corporation. This certificate shall be in the following form:

(Form for Face of Certificate)
INCORPORATED UNDER THE LAWS OF THE
STATE OF RHODE ISLAND

Number

Shares

THIS CERTIFIES THAT
is the owner of
shares of the capital stock of

MICRO.COMPONENTS COMPANY, INC.

(A. Close Corporation pursuant to Section 7-1.1-51 of the General Laws of the State of Rhode Island, 1956, as amended.)

transferable only on the Books of the Corporation by the holder hereof in person or by duly authorized Attorney and surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the duly authorized officers of this Corporation have hereunto subscribed their names and caused the corporate seal to be hereto affixed at this day of , 197 .

(Corporate Seal)

President

Secretary

FOR VALUE RECEIVED, hereby sell, assign, and transfer unto
represented by the within Certificate, and do hereby irrevocably constitute and appoint
Corporation with full power of substitution in the premises.

Shares of the Capital Stock
to transfer this stock on the books of the within named

Dated 197

In the presence of

Section 2.04. Transfer of Stock.

The corporation shall register a transfer of stock certificate presented to it for transfer if:

- (a) Endorsement. The Certificate is properly endorsed by the registered holder or by his duly authorized attorney;
- (b) Witnessing. The endorsement or endorsements are witnessed by one witness unless this requirement is waived by the Secretary of the corporation.
- (c) Adverse Claims. The corporation of any adverse claims or has discharged inquire into any such claims;
- (d) Collection of Taxes. There has been compliance with any applicable law relating to the collection of taxes; and
- (e) Restriction on Transfer. The transfer is made in compliance with any provisions restricting transfer approved by the shareholders and endorsed on the certificate.

Section 2.05. Lost, Stolen, or Destroyed Certificates.

The corporation shall issue a new stock certificate in the place of any certificate previously issued where the holder of record of the certificate:

- (a) Claim. Makes proof in affidavit form that it has been lost, destroyed, or wrongfully taken;

- (b). Timely Request. Requests the issue of a new certificate before the corporation has notice that the certificate has been acquired by a purchaser for value in good faith and without notice of any adverse claim;
- (c). Bond. Gives a bond in such form, and with such surety or sureties, with fixed or open penalty, as the corporation may direct, to indemnify the corporation, the Transfer Agent, and Registrar against any claim that may be made on account of the alleged loss, destruction, or theft of the certificate; and
- (d). Other Requirements. Satisfies any other reasonable requirements imposed by the corporation.

When a certificate has been lost, apparently destroyed, or wrongfully taken and the holder of record fails to notify the corporation within a reasonable time after he has notice of it, and the corporation registers a transfer of the shares represented by this certificate before receiving such notification, the holder of record is precluded from making any claim against the corporation for the transfer or for a new certificate.

Section 2.06. Fixing Record Date.

In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporation action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, a majority of shareholders may fix, in advance, a record date, which shall not be more than fifty nor less than ten days before the date of such meeting, nor more than fifty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that a majority of the shareholders may fix a new record date for the adjourned meeting.

Section 2.07. Registered Stockholders.

The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on

the part of any other person, whether or not is shall have express or other notice thereof, except as otherwise provided by the laws of Rhode Island.

ARTICLE III

MEETINGS OF SHAREHOLDERS

Section 3.01. Place of Meetings.

Meetings of the shareholders of the corporation shall be held at 1122 Industrial Bank Building, Providence, Rhode Island or at such other place either within or without the State of Rhode as shall be specified in the notice of said meeting.

Section 3.02. Annual Meeting.

The annual meeting of the shareholders shall be held on the second Thursday in December of each year, if this day is not a legal holiday, and if a holiday, then on the first following day that is not a legal holiday. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the corporation.

Section 3.03. Special Meetings.

Special meetings of the shareholders may be called by the president or the holders of not less than one-tenth of all the shares entitled to vote, at the meeting.

Section 3.04. Notice of Meetings — Waiver.

Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten, nor more than fifty, days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid. Waiver by a shareholder in writing of notice of a shareholders' meeting, signed by him, whether before or after the time of the meeting, shall, be equivalent to the giving of such notice. Attendance by a shareholder, whether in person or by proxy, without objection to the notice, at a shareholders' meeting shall constitute a waiver of notice of the meeting.

Section 3.05. Quorum.

A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. The shareholders present at a duly organized

meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 3.06. Proxies.

A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section. 3.07. Action Without a Meeting.

Any action required or permitted to be taken at a meeting of the shareholders of the corporation, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by such shareholders as would be entitled to cast the minimum number of votes which would be required to take such action at a meeting at which all shareholders entitled to vote thereon are present. Such consent shall have the same effect for all purposes as if action had been taken at a meeting of shareholders. Prompt notice of such action shall be given to all shareholders who would have been entitled to vote upon the action if such meeting were held.

ARTICLE IV

NO BOARD OF DIRECTORS

There shall be no Board of Directors. The Shareholders acting by majority vote shall have general control and management of all the business and property of the corporation and may exercise all powers of the corporation and do all lawful actions and things consistent and permitted by the common or statutory law of the State of Rhode Island, the Articles of Incorporation and these By-Laws.

ARTICLE V

THE OFFICERS

Section 5.01. Officers.,

The officers shall consist of the president, a vice-president, a secretary, and a treasurer, and such other officers as may be deemed necessary and elected or appointed by the shareholders. Any two or more principal offices may be held by the same person except the offices of president and secretary.

Section 5.02. Election, Term of Office, and Qualification.

The officers shall be elected by the shareholders at their annual meeting or as soon thereafter as conveniently possible. Each officer shall hold office until his successor is chosen

and qualified his death, his resignation, or his removal, whichever event shall first occur. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5.03. Removal.

Any officer or agent may be removed at any time by majority vote of the shareholders of the corporation entitled to vote at any meeting of shareholders held for that purpose.

Section 5.04. Resignations.

Any officer or agent may resign at any time by giving written notice to the president or secretary. The resignation shall take effect at the time specified in the notice, and, unless otherwise specified in it, the acceptance of the resignation shall not be necessary to make it effective.

Section 5.05. Vacancies.

Any vacancy in any office because of death, resignation, removal, or any other cause shall be filled for the unexpired portion of the term in the manner prescribed in these by-laws for election or appointment to the office.

Section 5.06. The President.

The president shall have active executive management of the operations of the corporation. He shall, in general, perform all duties incident to the office of president.

Section 5.07. The Vice-President.

The vice-president shall have such powers and perform such duties as the shareholders prescribe or as the president may delegate to him. In case of the death of the president, or in the event of his absence or inability to act, the vice-president may temporarily act in the president's place until a new president is elected in the manner prescribed in these by-laws.

Section 5.08. The Secretary.

The secretary shall keep or cause to be kept in books provided for the purpose the minutes of the meetings of the shareholders; shall see that all notices are duly given in accordance with the provisions of these by-laws and as required by law; shall be custodian of the records and of the seal of the corporation and shall see that the seal is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized; and, in general, shall perform all duties as may be assigned to him by the president.

Section 5.09. The Treasurer.

The treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the corporation. He shall be the legal custodian of all moneys, notes, securities, and other valuables that may from time to time come into the possession of the corporation. He shall immediately deposit all funds of the corporation coming into his hands in some reliable bank or other depository to be designated by the shareholders and shall keep this bank account in the name of the corporation. He shall furnish, whenever requested, a statement of the financial condition of the corporation, and shall perform such other duties as these by-laws may provide. The treasurer may be required to furnish bond in such amount as shall be determined by the shareholders.

ARTICLE VI

SPECIAL CORPORATE ACTS

Section 6.01. Negotiable Instruments, Deeds, and Contracts.

All checks, drafts, notes, bands, bills of exchange, and orders for the payment of money of the corporation; all deeds, mortgages, and other written contracts and agreements to which the corporation shall be a party; and all assignments or endorsements of stock certificates, registered bonds, or other securities owned by the corporation, shall, unless otherwise directed by a majority of shareholders, or unless otherwise required by law, be signed by the president or by any two of the following persons who are different persons: vice-president, secretary, or treasurer. A majority of shareholders may, however, designate officers or employees of the corporation, other than those named above who may, in the name of the corporation, sign such instruments; and may authorize the use of facsimile signatures of any of such persons. Any shares of stock issued by any other corporation and owned or controlled by the corporation may be voted at any shareholders' meeting of the other corporation by the president of the corporation, if he be present, or in his absence, by the vice-president of the corporation, if he be present; and in the event both the president and vice-president shall be absent, then by such person as the president of the corporation shat by duly executed proxy, designate to represent the corporation at such shareholders' meeting.

ARTICLE VII

INDEMNIFICATION

Section 7.01. Third-party Actions.

The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was an officer, employee or agent of the corporation or a stockholder purporting to act on behalf of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any criminal action or proceeding as to which such person shall have been adjudged to be guilty unless and only to the extent that the court in which such action or proceeding was brought shall determine upon application that despite adjudication of guilt, in view of all of the circumstance of the case, such person is entitled to indemnity for such expenses or fines which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 7.02. Actions by or in the Right of the Corporation.

The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was an officer, employee or agent of the corporation or a stockholder purporting to act on behalf of the corporation, or is or was serving at the request of the corporation as a director, officer employee or agent of another corporation, partnership, joint venture trust or other enterprise against expenses (including attorneys' fee actually and reasonably incurred by him in connection with the defer or settlement of such action or suit if he acted in good faith and a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no such

indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court shall deem proper.

Section 7.03. Successful defense.

To the extent that an officer, employee or agent of the corporation or a stockholder purporting to act on behalf of the corporation, shall be successful on the merits or otherwise in defense, of any action, suit or proceeding referred to in Sections 7.01 and 7.02, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 7.04. Determination of proper conduct.

Any indemnification under Sections 7.01 and 7.02 (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the officer, employee, agent or stockholder is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 7.01 and 7.02. Such determination shall be made by the shareholders by a majority vote of a quorum consisting of shareholders who were not parties to such action, suit or proceeding.

Section 7.05. Advance Payment and Repayment.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorize in the manner provided in, Section 7.04 upon receipt of an undertaking by or on behalf of the officer, employee, agent or stockholder to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this Article.

Section 7.06. Nonexclusivity of Article.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of stockholders or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an

officer, employee, agent or stockholder and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7.07. Liability Insurance.

The shareholders may authorize the corporation to purchase and maintain insurance on behalf of any person who is or was an officer, employee, agent or stockholder of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provision of this Article but such insurance shall only cover a stockholder to the extent he purports to act on behalf of the corporation.

ARTICLE VIII

AMENDMENTS

These By-Laws may be altered or amended by vote of a majority of the shareholders entitled to vote at any annual or special meeting of the shareholders, provided that notice of such meeting shall contain a statement of the substance of the proposal alteration or amendment. A shareholder may, however, waive notice of any such meeting.

CERTIFICATE OF FORMATION

OF

SCG INTERNATIONAL DEVELOPMENT LLC

1. The name of the limited liability company is SCG International Development LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware. The name of its registered agent at such address is The Corporation Trust Company.
3. IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation on this 28th day of April, 1999.

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

By: /s/ Carl F. Koenemann

Carl F. Koenemann

Manager

LIMITED LIABILITY COMPANY AGREEMENT

OF

SCG INTERNATIONAL DEVELOPMENT, LLC

a Delaware limited liability company

effective as of April 30, 1999

LIMITED LIABILITY COMPANY AGREEMENT

OF

SCG INTERNATIONAL DEVELOPMENT, LLC

This LIMITED LIABILITY COMPANY AGREEMENT (as amended, restated or otherwise modified, this "Agreement") of SCG INTERNATIONAL DEVELOPMENT, LLC (the "LLC") is being executed by SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC, a Delaware limited liability company (the "Member"), as of this 30th day of April, 1999, pursuant to the provisions of the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.)(as amended from time to time, the "Act"), on the following terms and conditions:

ARTICLE 1

THE LLC

1.1 Organization. The Member hereby creates a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement. The Member shall be deemed admitted as a member of the LLC upon its execution of this Agreement.

1.2 LLC Name. The name of the limited liability company formed hereby shall be "SCG International Development, LLC" and all business of the LLC shall be conducted in such name or such other name as the Member shall determine. The LLC shall hold all of its property in the name of the LLC and not in the name of the Member.

1.3 Purpose. The purpose and the business of the LLC shall be to conduct and transact any and all lawful business for which limited liability companies may be organized under the Act.

1.4 Powers. The LLC shall possess and may exercise all the powers and privileges granted by the Act, all other applicable law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion and attainment of the business, purposes or activities of the LLC.

1.5 Principal Place of Business. The principal place of business of the LLC shall be 1303 E. Algonquin Road, Schaumburg, Illinois, 60196, or at such other location as may be designated by the Member from time to time.

1.6 Term. The term of the LLC shall be perpetual unless and until the LLC is dissolved by the Member or as set forth herein. The existence of the LLC as a separate legal entity shall continue until the cancellation of the Certificate of Formation of the LLC (the "Certificate") in the manner required by the Act.

1.7 Filings; Agent for Service of Process.

(a) The Certificate has been or shall be filed in the office of the Secretary of State of the State of Delaware in accordance with the provisions of the Act. The Member, as an “authorized person” within the meaning of the Act, shall execute, deliver and file the Certificate with the Secretary of State of the State of Delaware. The Member shall take any and all other actions reasonably necessary to perfect and maintain the status of the LLC under the laws of the State of Delaware. The Member shall execute and file amendments to the Certificate whenever required by the Act.

(b) The Member shall execute and file such forms or certificates and may take any and all other actions as may be reasonably necessary to perfect and maintain the status of the LLC under the laws of any other states or jurisdictions in which the LLC engages in business.

(c) The initial registered agent for service of process on the LLC in the State of Delaware, and the address of such registered agent, shall be the agent for service of process set forth in the Certificate. The Member may change the registered agent and appoint successor registered agents.

(d) Upon the dissolution and completion of winding up of the LLC, the Member (or, in the event the Member no longer exists, the person responsible for winding up and dissolution of the LLC pursuant to Article IV hereof) shall promptly execute and file a certificate of cancellation of the Certificate in accordance with the Act and such other documents as may be required by the laws of any other states or jurisdictions in which the LLC has registered to transact business or otherwise filed articles.

1.8 Reservation of Other Business Opportunities. No business opportunities other than those actually exploited by the LLC shall be deemed the property of the LLC, and the Member may engage in or possess an interest in any other business venture, independently or with others, of any nature or description, even if such venture or opportunity is in direct competition with the business of the LLC; and the LLC shall have no rights by virtue hereof in or to such other business ventures, or to the income or profits derived therefrom.

ARTICLE 2

MANAGEMENT AND MEMBERSHIP

2.1 Management of LLC. The business and affairs of the LLC shall be managed under the direction and by the approval of the Member. The Member agrees to delegate this right and authority to manage and direct the management of the business and affairs of the LLC and to make all decisions to be made by or on behalf of the LLC to such managers as are appointed herein (the “Officers” and each an “Officer”). The Member hereby delegates to the Officers all power and authority to manage, and direct the management of, the business and affairs of, and to make all decisions to be made by the LLC. Approval by, or on behalf of the LLC, consent of or action taken by any of the Officers shall constitute approval or action by the LLC and shall be binding upon the LLC. Any Person dealing with the LLC shall be entitled to rely on a certificate or any writing signed by an Officer as the duly authorized action of the LLC.

2.2 Officers. The Officers of the LLC shall not be required to be Members of the LLC. Initially, the only Officer shall be the Chief Executive Officer. Such other Officers as may be deemed necessary may be appointed by the Chief Executive Officer or the Member and shall have such titles, power, duties and term as may be prescribed by the Chief Executive Officer or the Member. The Member may assign titles to particular officers. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the General Corporation Law of the State of Delaware, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any restrictions on such authority imposed by the Member. Any number of offices may be held by the same person.

2.3 Election of Officers and Term of Office. The initial Chief Executive Officer shall be Carl F. Koenemann. The Chief Executive Officer shall be elected from time to time by the Member. Each Officer shall hold office until a successor shall have been duly elected or appointed and shall have qualified or until such Officer's death, resignation or removal in the manner provided hereinafter.

2.4 Removal of Officers. Any Officer may be removed by the Member whenever in his judgment the best interests of the LLC would be served thereby. The Chief Executive Officer may remove any Officer appointed by the Chief Executive Officer.

2.5 Vacancies. Any Officer who dies or resigns or is removed or disqualified may be replaced by the Member for the unexpired portion of the replaced Officer's term.

2.6 Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the LLC and shall be generally in charge of its business and affairs, subject to the control of the Member. The Chief Executive Officer shall preside at all meetings of the Officers. The Chief Executive Officer may execute on behalf of the LLC all contracts, agreements, certificates and other instruments. The Chief Executive Officer shall from time to time report to the Member all matters within the Chief Executive Officer's knowledge affecting the LLC which should be brought to the attention of the Member. The Chief Executive Officer shall vote all shares of stock or other interests in other entities owned by the LLC, and shall be empowered to execute proxies, waivers of notice, consents and other instruments in the name of the LLC with respect to such stock or interest. The Chief Executive Officer shall perform such other duties as are required by the Member.

2.7 Written Consent. Any action requiring the vote, consent, approval or action of the Member may be taken by consent in writing, setting forth the action so taken, by the Member. Any action requiring the vote, consent, approval or action of any of the Officers or any group of Officers may be taken by a consent in writing, setting forth the action to be so taken, by such Officer or Officers.

2.8 Books and Records. The Chief Executive Officer shall keep, or shall designate an individual to keep, proper and usual books and records pertaining to the business of the LLC. The books and records of the LLC shall be kept at the principal office of the LLC or at such other places, within or without the State of Delaware, as the Member shall from time to time determine.

2.9 Salary. No salary shall be paid to the Member or to any Officer for its duties set forth hereunder.

2.10 Resignation. Subject to Section 4.1, the Member may resign from the LLC.

2.11 Limited Liability.

(a) Except as otherwise provided by the Act, the debts, obligations and liabilities of the LLC, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the LLC, and the Member shall not be obligated personally for any such debt, obligation or liability of the LLC solely by reason of being a member of the LLC.

(b) To the extent that at law or in equity, the Member, an Officer or any other party shall have duties (including fiduciary duties) and liabilities to the LLC, such duties and liabilities may be restricted by provisions of this Agreement. None of the Member or any Officer shall be liable to the LLC (or, in the case of an Officer, to the Member) for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Member or such Officer in good faith on behalf of the LLC and in a manner reasonably believed to be within the scope of authority conferred on the Member or such Officer by this Agreement.

(c) The Member and each of the Officers shall be fully protected in relying in good faith upon the records of the LLC and upon such information, opinions, reports or statements presented to the LLC by any person as to the matters the Member or such Officer reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or net cash flow or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Any repeal or modification of this Section 2.11 shall not adversely affect any right or protection of the Member or any Officer existing prior to such repeal or modification.

2.12 Indemnification.

(a) The LLC shall indemnify and hold harmless the Member, each Officer and each of their respective affiliates, officers, directors, shareholders, agents or employees (the "Parties") from and against any loss, expense, damage or injury suffered or sustained by the Parties (or any of them) by reason of any acts, omissions or alleged acts or omissions arising out of its or their activities on behalf of the LLC or in furtherance of the interests of the LLC, including, but not limited to, any judgment, award, settlement, reasonable attorney's fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim; provided that the acts, omissions or alleged acts or omissions of such Party are not found by a court of competent jurisdiction upon entry of a final judgment to constitute bad faith, gross negligence or willful misconduct by such Party. Such indemnification shall be made only to the extent of the assets of the LLC.

(b) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Party (or any of them) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the LLC prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the LLC of an undertaking by or on behalf of the Party (or any of them) to repay such amount if it shall be determined that the Party is not entitled to be indemnified as authorized in this Section 2.12 hereof.

2.13 Transfer of Interest. The Member may transfer or assign all or a portion of its interest in the LLC. Upon a transfer of the Member's entire interest in the LLC, such transferee or assignee shall become the "Member" for all purposes of this Agreement. Upon a transfer or assignment of less than the Member's entire interest the LLC, the Member and such transferee or assignee shall amend this Agreement to reflect such transfer or assignment, or if the terms of such an amendment shall not be agreed upon, the Member may elect to dissolve the LLC in its sole discretion.

2.14 No Tax Election. The Member shall not make an election to have the Company treated as an association taxable as a corporation for federal income tax purposes.

ARTICLE 3

FISCAL MATTERS

3.1 Deposits. All funds of the LLC shall be deposited in an account or accounts in such banks, trust companies or other depositories as the Member may select.

3.2 Financial Records. All financial records shall be maintained and reported using GAAP, consistently applied.

3.3 Fiscal Year. The fiscal year of the LLC shall begin on the first day of January each year (except for the first fiscal year of the LLC, which shall begin on the date of this Agreement) and end on the last day of December each year (except for the last fiscal year of the LLC, which shall end on the date on which the LLC is terminated), unless otherwise determined by the Member.

3.4 Agreements, Consents, Checks, Etc. All agreements, consents, checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the LLC shall be signed by the Member or those persons authorized from time to time by the Member.

3.5 Transactions with the Member. Except as provided in the Act, the Member may lend money to, borrow money from, act as surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with the LLC and has the same rights and obligations with respect to any such matter as a person who is not the Member.

3.6 Contribution.

(a) The Member shall make the contribution of capital described for that Member on Exhibit A (the "Initial Contribution"). If no time for the Initial Contribution is specified, the Initial Contribution shall be made upon the filing of the Certificate with the Secretary of State. The value of the Initial Contribution shall be as set forth on Exhibit A. No interest shall accrue on any contribution and the Member shall not have the right to withdraw or be repaid any contribution except as provided herein.

(b) In addition to the Initial Contribution, the Member may make additional contributions. Except to the extent of any outstanding commitment of the Member to make a contribution, the Member shall not be obligated to make any additional contributions. The Member shall adjust the contribution reflected on Exhibit A at any time when the Member makes or promises to make a contribution to the LLC.

3.7 Distributions. The Company may make distributions as determined by the Member from time to time in accordance with this Agreement; provided, however, that no distribution shall be declared and paid unless, after the distribution is made, the assets of the LLC are in excess of the liabilities of the LLC and such distribution does not violate the Act or other applicable law. The Member may, at its sole discretion, elect to receive a distribution from assets other than cash.

ARTICLE 4

LIQUIDATION

4.1 Liquidating Events. The LLC shall dissolve and commence winding up and liquidation only upon the first to occur of any of the following ("Liquidation Events"):

(a) The sale of all or substantially all of the property of the LLC;

(b) The resignation of the Member or any other event that causes the last remaining member of the LLC to cease to be a member of the LLC, unless the business of the LLC is continued in a manner permitted by the Act; or

(c) The entry of a decree of judicial dissolution pursuant to Section 18-802 of the Act.

4.2 Winding Up. Upon the occurrence of a Liquidating Event, the LLC shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and Member. The Member shall not take any action which is inconsistent with, or not necessary to or appropriate for, the winding up of the LLC's business and affairs. The Member (or in the event that the Member is dead or no longer exists, the person responsible for winding up the Member's business and affairs) shall be responsible for overseeing the winding up and dissolution of the LLC and shall take full account of the LLC's liabilities. The property of the LLC shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient, shall be applied and distributed, subject to any reasonable reserves maintained for contingent, conditional or unmatured obligations of the LLC, in the following order:

(a) first, to the satisfaction (whether by payment or the making of reasonable provision for payment thereof) of all of the LLC's debts and liabilities to creditors other than the Member;

(b) second, to the satisfaction (whether by payment or the making of reasonable provision for payment thereof) of all of the LLC's debts and liabilities to the Member; and

(c) the balance, if any, to the Member.

4.3 Member's Bankruptcy. The Member shall not cease to be the Member solely as a result of the occurrence of any of the following and upon the occurrence of any such event, the business of the LLC shall continue without dissolution:

(a) the Member makes an assignment for the benefit of creditors;

(b) the Member files a voluntary petition in bankruptcy;

(c) the Member is adjudged a bankrupt or insolvent, or has entered against him an order of relief, in any bankruptcy or insolvency proceeding;

(d) the Member files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(e) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature;

(f) the Member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the member or of all or any substantial part of his properties;

(g) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation is not dismissed; or

(h) appointment of a trustee, receiver or liquidator of the Member.

4.4 Accounting on Liquidation. Upon liquidation, a proper accounting shall be made by the LLC's accountants of the LLC's assets, liabilities and results of operations through the last day of the month in which the LLC is terminated.

ARTICLE 5

MISCELLANEOUS

5.1 Amendments. This Agreement may be altered, amended or repealed, or a new Agreement may be adopted, upon the written consent of the Member.

5.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its respective heirs, legatees, legal representatives, successors, transferees and assigns.

5.3 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforced by any creditor of the LLC or Member.

5.4 Construction. The Member shall have the full power and authority to construe and interpret this Agreement.

5.5 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

5.6 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

5.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

5.8 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member, without regard to the principles of conflicts of laws.

[signature page follows]

IN WITNESS WHEREOF, the Member has executed this Agreement as of the day first above set forth.

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

By: /s/ Carl F. Koenemann

Name: Carl F. Koenemann

Title: Chief Executive Officer

EXHIBIT A

CAPITAL CONTRIBUTIONS OF MEMBER

<u>NAME</u>	<u>CAPITAL CONTRIBUTION</u>	<u>PERCENTAGE INTEREST</u>
Semiconductor Components Industries, LLC	\$ 10.00	100%
TOTAL	\$ 10.00	100%



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

BUSINESS CORPORATION

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
(To Be Filed In Duplicate Original)

Pursuant to the provisions of Section 7-1.1-56 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

- 1. The name of the corporation is Cherry Semiconductor International, Inc.
2. The shareholders of the corporation (or, where no shares have been issued, the board of directors of the corporation) on April 3, 2000, in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, adopted the following amendment(s) to the Articles of Incorporation:

[Insert Amendment(s)]
(If additional space is required, please list on separate attachment)

FIRST: The name of the corporation is Semiconductor
Components Industries International of Rhode Island, Inc.

- 3. The number of shares of the corporation outstanding at the time of such adoption was 100; and the number of shares entitled to vote thereon was 100.
4. The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows: (If inapplicable, insert "none.")

Class
None

Number of Shares

5. The number of shares voted for such amendment was 100; and the number of shares voted against such amendment was -0-.
6. The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was: (If inapplicable, insert "none.")

Class	Number of Shares Voted	
	For	Against
None		

7. The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: (If no change, so state)

No change

8. The manner in which such amendment effects a change in the amount of stated capital, and the amount (expressed in dollars) of stated capital as changed by such amendment, are as follows: (If no change, so state)

No change

9. As required by Section 7-1.1-57 of the General Laws, the corporation has paid all fees and franchise taxes.

10. Date when amendment is to become effective upon filing
(not prior to, nor more than 30 days after, the filing of these articles of amendment)

Date: April 3, 2000

Cherry Semiconductor International, Inc.
Print Corporate Name

FILED
APR 03 2000
By JMD 241350

By *Steve P. Hanson*
 President or Vice President (check one)

AND

By *Judith A. Boyle*
 Secretary or Assistant Secretary (check one)

STATE OF Arizona
COUNTY OF Maricopa

In Arizona, on this 3rd day of April, 2000 personally appeared before me Steve Hanson & Judith Boyle who, being by me first duly sworn, declared that he/she is the President & Secretary of the corporation and that he/she signed the foregoing document as such officer of the corporation, and that the statements herein contained are true.



Annmarie Klein
Notary Public
My Commission Expires: 17-Dec-2001



State of Rhode Island and Providence Plantations
OFFICE OF THE SECRETARY OF STATE
CORPORATIONS DIVISION
100 NORTH MAIN STREET
PROVIDENCE, RI 02903-1335

Corp. I.D. # _____

BUSINESS CORPORATION

**DUPLICATE ORIGINAL
ARTICLES OF INCORPORATION**

The undersigned acting as incorporator (s) of a corporation under Chapter 7-1.1 of the General Laws, 1956, as amended, adopt(s) the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is Cherry Semiconductor International, Inc.

(A close corporation pursuant to §7-1.1-51 of the General Laws, 1956, as amended) (strike if inapplicable)

SECOND: The period of its duration is (if perpetual, so state) perpetual

THIRD: The purpose or purposes for which the corporation is organized are:

To conduct an international product technical support and marketing business and to transact any or all other lawful business for which corporations may be incorporated under the Rhode Island Business Corporation Act, as the same may be from time to time amended hereafter.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is:

(a) *If only one class:* Total number of shares 8,000 shares common stock, \$1.00 par value each

(If the authorized shares are to consist of one class only, state the par value of such shares or a statement that all of such shares are to be without par value.)

or

(b) *If more than one class:* Total number of shares _____.

(State (A) the number of shares of each class thereof that are to have a par value and the par value of each share of each such class, and/or (B) the number of such shares that are to be without par value, and (C) a statement of all or any of the designations and the powers, preferences and rights, including voting rights, and the qualifications, limitations or restrictions thereof, which are permitted by the provisions of title 7 of the General Laws in respect of any class or classes of stock of the corporation and the fixing of which by the articles of association is desired, and an express grant of such authority as it may then be desired to grant to the board of directors to fix by vote or votes any thereof that may be desired but which shall not be fixed by the articles.)

FIFTH: Provisions (if any) dealing with the preemptive right of shareholders pursuant to §7-1.1-24 of the General Laws, 1956, as amended:

The shareholders shall not have preemptive rights to acquire unissued or treasury shares or securities convertible into shares or carrying a right to subscribe to or acquire shares.

SIXTH: Provisions (if any) for the regulation of the internal affairs of the corporation:

See Exhibit A attached hereto and made a part hereof.

SEVENTH: The address of the initial registered office of the corporation is 1500 Fleet Center, Providence, RI 02903 (add Zip Code) and the name of its initial registered agent at such address is: Gerald J. Petros, Esq.



Signature of registered agent

EIGHTH: The number of directors constituting the initial board of directors of the corporation is two (2) and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

(If this is a close corporation pursuant to §7-1.1-51 of the General Laws, 1956, as amended, state the name (s) and address (es) of the officers of the corporation.)

<i>Name</i>
<u>Alfred S. Budnick</u>
<u>Peter B. Cherry</u>

<i>Address</i>
<u>2000 South County Tr., East Greenwich, RI 02818</u>
<u>2000 South County Tr., East Greenwich, RI 02818</u>

NINTH: The name and address of each incorporator is:

<i>Name</i>
<u>Malcolm Farmer III</u>

<i>Address</i>
<u>1500 Fleet Center, Providence, RI 02903</u>

TENTH: Date when corporate existence to begin (not more than 30 days after filing of these articles of incorporation):

Upon filing of these Articles of Incorporation with the Rhode Island Secretary of State

Dated July 11, 1996



Signature of each incorporator

Malcolm Farmer III

STATE OF RHODE ISLAND

City

COUNTY OF Providence } In the

Town } of Providence

in said County this 11th day of July, A.D. 1996 then personally appeared before me Malcolm Farmer III each and all known to me and known by me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed.

Laurie C. Wilkins

Notary Public

Laurie C. Wilkins, Notary Public
State of Rhode Island and Providence Plantations
My Commission Expires: 6/25/97

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF INCORPORATION
OF

Cherry Semiconductor International, Inc.

I, Jane Berthiaume, Acting Deputy Secretary of State, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of Cherry Semiconductor International, Inc. duly signed and verified pursuant to the provisions of Chapter 7-1.1 of the General Laws, 1956, as amended, have been received in this office and are found to conform to law, and that the foregoing is a duplicate original of the Articles of Incorporation.



WITNESS my hand and the seal of the State of Rhode Island this twelfth day of July, 1996

Jane Berthiaume

Acting Deputy Secretary of State

FILED

JUL 12 1996

By [Signature] #9
143802

EXHIBIT A

SIXTH: Provisions (if any) for the regulation of the internal affairs of the corporation:

I. (A) A Director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of the Director's duty as a Director, except for (i) liability for any breach of the Director's duty of loyalty to the corporation or its shareholders, (ii) liability for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) liability imposed pursuant to the provisions of Section 43 of the Rhode Island Business Corporation Act, as amended (the "Act"), or (iv) liability for any transaction (other than transactions approved in accordance with Section 37.1 of the Act) from which the Director derived an improper personal benefit. If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director of the corporation shall be eliminated or limited to the fullest extent so permitted. Any repeal or modification of this provision by the corporation shall not adversely affect any right or protection of a Director of the corporation existing prior to such repeal or modification.

(B) The Directors of the corporation may include provisions in the corporation's by-laws, or may authorize agreements to be entered into with each Director, officer, employee or other agent of the corporation (an "Indemnified Person"), for the purpose of indemnifying an Indemnified Person in the manner and to the extent permitted by the Act.

In addition to the authority conferred upon the Directors of the corporation by the foregoing paragraph, the Directors of the corporation may include provisions in its by-laws, or may authorize agreements to be entered into with each Indemnified Person, for the purpose of indemnifying such person in the manner and to the extent provided herein:

(i) The by-law provisions or agreements authorized hereby may provide that the corporation shall, subject to the provisions of this Article, pay, on behalf of an

Indemnified Person any Loss or Expenses arising from any claim or claims which are made against the Indemnified Person (whether individually or jointly with other Indemnified Persons) by reason of any Covered Act of the Indemnified Person.

(ii) For the purposes of this Article, when used herein

(1) "Directors" means any or all of the directors of the corporation or those one or more shareholders or other persons who are exercising any powers normally vested in the board of directors;

(2) "Loss" means any amount which an Indemnified Person is legally obligated to pay for any claim for Covered Acts and shall include, without being limited to, damages, settlements, fines, penalties or, with respect to employee benefit plans, excise taxes;

(3) "Expenses" means any expenses incurred in connection with the defense against any claim for Covered Acts, including, without being limited to, legal, accounting or investigative fees and expenses or bonds necessary to pursue an appeal of an adverse judgment; and

(4) "Covered Act" means any act or omission of an Indemnified Person in the Indemnified Person's official capacity with the Corporation and while serving as such or while serving at the request of the Corporation as a member of the governing body, officer, employee or agent of another corporation, including, but not limited to corporations which are subsidiaries or affiliates of the Corporation, partnership, joint venture, trust, other enterprise or employee benefit plan.

(iii) The by-law provisions or agreements authorized hereby may cover Loss or Expenses arising from any claims made against a retired Indemnified Person, the estate, heirs or legal representative of a deceased Indemnified Person or the legal representative of an incompetent, insolvent or bankrupt Indemnified Person, where the Indemnified Person was an Indemnified Person at the time the Covered Act upon which such claims are based occurred.

(iv) Any by-law provisions or agreements authorized hereby may provide for the advancement of Expenses to an Indemnified Person prior to the final disposition of any

action, suit or proceeding, or any appeal therefrom, involving such Indemnified Person and based on the alleged commission by such Indemnified Person of a Covered Act, subject to an undertaking by or on behalf of such Indemnified Person to repay the same to the corporation if the Covered Act involves a claim for which indemnification is not permitted under clause (v), below, and the final disposition of such action, suit, proceeding or appeal results in an adjudication adverse to such Indemnified Person.

(v) The by-law provisions or agreements authorized hereby may not indemnify an Indemnified Person from and against any Loss, and the corporation shall not reimburse for any Expenses, in connection with any claim or claims made against an Indemnified Person which the corporation has determined to have resulted from: (1) any breach of the Indemnified Person's duty of loyalty to the corporation or its shareholders; (2) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (3) action contravening Section 43 of the Act; or (4) a transaction (other than a transaction approved in accordance with Section 37.1 of the Act) from which the person seeking indemnification derived an improper personal benefit.

LW:LW099000 .AL4

July 11, 1996

Secretary of State
Corporation Division
100 North Main Street
Providence, RI 02903

Re: Consent to Use Name - Cherry Semiconductor International, Inc.

Dear Sir:

In connection with the filing of Articles of Incorporation by Cherry Semiconductor International, Inc., the undersigned hereby consents to the use of said corporate name and the filing of said Articles of Incorporation.

CHERRY SEMICONDUCTOR CORPORATION

A handwritten signature in black ink, appearing to read "Walter M. R.", written over a horizontal line.

By: _____
Title: VP FINANCE

B Y - L A W S

of

Cherry Semiconductor International, Inc.

Article IOFFICES

The Corporation shall have offices at such places both within and without the State of Rhode Island as may from time to time be determined by the board of directors or as the business of the Corporation may require.

Article IIMEETINGS OF SHAREHOLDERS

Section 1. Place of Meetings. All annual meetings of the shareholders and all special meetings of the shareholders called by the president or the board of directors shall be held at such place within or without the State of Rhode Island as shall be stated in the notice of meeting. All other special meetings of the shareholders shall be held at an office of the Corporation in the State of Rhode Island.

Section 2. Annual Meetings. An annual meeting of the shareholders shall be held on the fourth Thursday in June of each year if not a legal holiday in the place where it is to be held, and if a legal holiday, then on the next day following which is not a legal holiday, beginning at 10:00 A.M. At each annual meeting, the shareholders shall elect a board of directors and shall transact such other business as may properly come before the meeting. In the event of the failure to hold said annual meeting at any time or for any cause, any and all business which might have been transacted at such meeting may be transacted at the next succeeding meeting, whether special or annual.

Section 3. Special Meetings. A special meeting of the shareholders, for any purpose or purposes, may be called by the president, the board of directors, or the holders of record of not less than one-tenth of the shares entitled to vote at such meeting. Any such call shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Meetings. Written notice of each annual or special meeting stating the place, day and hour of the meeting (and the purpose or purposes of any special meeting) shall be given by or at the direction of the president, the secretary, or the person or persons calling the meeting to each shareholder of record entitled to vote at such meeting not less than ten nor more than sixty days before the meeting. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice of the meeting or any written waiver thereof.

Section 5. Quorum. The holders of a majority of the capital shares issued, outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If adjournment is for more than thirty days, a notice of the adjourned meeting shall be given to each shareholder entitled to vote at the meeting. When a quorum is present at any meeting, the vote of the holders of a majority of the capital

shares entitled to vote and present in person or represented by proxy, shall decide any question brought before such meeting, unless the vote of a greater number is required by law.

Section 6. Proxies. Every shareholder entitled to vote at a meeting or to express consent without a meeting may authorize another person or persons to act for him by proxy, executed in writing by the shareholder or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date thereof, unless otherwise provided in the proxy.

Section 7. Consent Votes. Any action required or permitted to be taken at a meeting of shareholders may be taken without a meeting if all the shareholders entitled to vote thereon consent thereto in writing. In addition to the foregoing, except as otherwise provided by the Rhode Island Business Corporation Act (the "Act"), any action required or permitted to be taken at a meeting of the shareholders by the Act, the articles of incorporation or these by-laws, may be taken without a meeting upon the written consent of less than all the shareholders entitled to vote thereon if the shareholders who so consent would be entitled to cast at least the minimum number of votes which would be required to take such action at a meeting at which all shareholders entitled to vote thereon are present. Prompt notice of such action shall be given to all shareholders who would have been entitled to vote upon the action if such meeting were held.

Article III

DIRECTORS

Section 1. Powers. The business and affairs of the Corporation shall be managed by the board of directors.

Section 2. Number. The number of directors shall be not less than one (1) nor more than seven (7). The number constituting the initial board shall be fixed by the articles of incorporation. Thereafter, within the limits above specified, the number of directors shall be fixed by vote of the board of directors or by the shareholders at the annual meeting. If pursuant

to the foregoing authority, the board of directors shall decrease the number of directors, such decrease shall not be effective with respect to the terms of directors then holding office until the next annual meeting of shareholders.

Section 3. Election and Term. The directors shall be elected at the annual meeting of the shareholders, except as provided in Section 5 of this Article, and each director elected shall hold office until the next annual meeting of the shareholders and thereafter until his successor is elected and qualified (unless there shall be no successor as a result of a decrease in the number of the board of directors). Any or all of the directors may be removed with or without cause by vote of the shareholders, and any director may be removed for cause by vote of the board of directors. Directors need not be shareholders of the Corporation or residents of the State of Rhode Island.

Section 4. Meetings. The board of directors may hold meetings, both regular and special, either within or without the State of Rhode Island. The first meeting of each newly elected board of directors shall be held at such time and place as shall be specified in a notice delivered as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors. Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board of directors. Special meetings of the board of directors may be called by the president on two days' notice to each director, either personally or by mail or by telegram. Special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors. Meetings of the directors may be held by means of a telephone conference circuit and connection to such circuit shall constitute presence at such meeting.

Section 5. Vacancies. Any vacancy occurring in the board of directors may be filled by the affirmative vote of a majority of the remaining directors through less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by the board of directors for a term of office continuing only until the next election of directors by the shareholders.

Section 6. Quorum. At all meetings of the board of directors, a majority of the number of directors fixed pursuant to Section 2 of this Article shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by the Act or by the articles of incorporation.

Section 7. Directors' Consent Vote. Any action required or permitted to be taken at a meeting of the board of directors or of any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed before or after such action by all of the directors, or all of the members of such committee, as the case may be.

Section 8. Committees of Directors. The board of directors may, by vote passed by a majority of the whole board, designate one or more committees, including an executive committee, each committee to consist of two or more of the directors of the Corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Except as provided by the Act, any such committee, to the extent provided in the resolution, shall have and may exercise all the authority of the board of directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers

which may require it; provided, however, that in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. Each committee shall keep regular minutes of its proceedings and report the same to the board of directors when required.

Section 9. Compensation of Directors. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Article IV

NOTICES

Section 1. How Delivered. Whenever under the provisions of the Act or of the articles of incorporation or of these by-laws written notice is required to be given to any person, such notice may be given by mail, addressed to such person, at his address as it appears in the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be delivered, if mailed, at the time when the same shall be deposited in the United States by mail in the State of Rhode Island. Notice may also be given by telegram or personally to any director.

Section 2. Waivers of Notice. Whenever any notice is required to be given under the provisions of the Act or of the articles of incorporation or these by-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3. Specification of Business. Neither the business to be transacted at, nor the purpose of, any meeting of the shareholders or members of a committee need be specified in any written waiver of notice except as otherwise herein expressly provided.

Article V

OFFICERS

Section 1. Number. The officers of the Corporation shall be a president, a secretary, and a treasurer. The board of directors may from time to time elect or appoint such other officers, including a chairman of the board and one or more vice presidents, assistant officers and agents and delegate and assign to them such authorities and duties, as it may deem necessary. Any two or more of the offices may be held by the same person. None of the officers need be either a shareholder or director.

Section 2. Election and Term. The officers of the Corporation shall first be elected by its incorporator or by the initial board of directors and, thereafter, the officers of the Corporation shall be elected by the board of directors at its first meeting after the meeting of shareholders held for the election of directors. Each officer shall be elected to serve until his successor shall have been elected and shall have qualified or until his earlier death, resignation or removal as

hereinafter provided. Any officer or agent may be removed by the board of directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal will be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 3. Authority and Duties. The president shall be the principal executive officer of the Corporation and shall supervise and conduct the business and affairs of the Corporation. The other officers of the Corporation shall have the powers and shall perform the duties customarily appurtenant to their respective offices, and shall have such further powers and shall perform such further duties as shall be from time to time assigned to them.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal or otherwise may be filled by the board of directors for the unexpired portion of the term.

Section 5. Signing of Instruments. All checks, drafts, orders, notes and other obligations of the Corporation for the payment of money, and deeds, mortgages, leases, contracts, bonds and other corporate instruments may be signed by such officer or officers of the Corporation or by such other person or persons as may from time to time be designated by general or special vote of the board of directors.

Section 6. Voting of Securities. Except as the board of directors may generally or in particular cases otherwise specify, the president or the treasurer may on behalf of the Corporation vote or take any other action with respect to shares of stock or beneficial interest of any other corporation, or of any association, trust or firm, of which any securities are held by the Corporation and may appoint any person or persons to act as proxy or attorney-in-fact for the Corporation, with or without power of substitution, at any meeting thereof.

Article VI

CERTIFICATES FOR SHARES

Section 1. Share Certificates. Certificates representing shares of the Corporation shall be in such form as shall be approved by the incorporators or by the board of directors from time to time thereafter and shall be signed by any two officers of the Corporation and shall be sealed with the seal of the Corporation or a facsimile thereof, provided that when any such certificate is countersigned by a transfer agent or by a registrar acting on behalf of the Corporation the signatures of the corporate officers and the corporate seal upon any such certificate may be facsimiles.

Section 2. Transfers of Shares. Transfers of shares shall be registered by the Corporation (or any transfer agent acting for it) upon the surrender of the certificate or certificates therefor, duly endorsed by the appropriate person or persons or accompanied by proper evidence of succession, assignment or authority to transfer, and complying with such other requirements as are established by law.

Section 3. Registered Shareholders. Except as otherwise provided by law, the Corporation may treat the person registered on the books of the Corporation as the owner of shares as the person exclusively entitled to vote, to receive notifications and otherwise to exercise all rights and powers of an owner; and the Corporation shall not be bound to recognize any equitable or legal claim to or interest in such shares on the part of any other person.

Section 4. Issue of New Certificates. In the event of the loss, theft or destruction of any certificates representing shares of the Corporation, the owner thereof shall be entitled to have new certificates, for the same number of shares, issued in lieu of said certificates so lost, stolen or destroyed, upon satisfactory proof of ownership and upon the giving of such bond or security

to the Corporation to indemnify it against any loss, cost, damage or expenses which may accrue to it by reason of the issue of said certificates in lieu of the certificates so lost, stolen, destroyed, as the board of directors may deem necessary.

Article VII

FISCAL YEAR

The fiscal year of the Corporation shall end on the last day of February of each year.

Article VIII

SEAL

The corporate seal shall be in the form of a circle with the name of the Corporation, the words "Incorporated Rhode Island" and the year of its incorporation inscribed therein. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Article IX

INDEMNIFICATION

Section 1. Definitions. As used herein, the following terms will have the following respective meanings:

"Covered Act" means any act or omission of an Indemnified Person in the Indemnified Person's official capacity with the Corporation and while serving as such or while serving at the request of the Corporation as a member of the governing body, officer, employee or agent of another corporation, including, but not limited to corporations which are subsidiaries or affiliates of the Corporation, partnership, joint venture, trust, other enterprise or employee benefit plan.

"Excluded Claim" has the meaning set forth in Section 4, hereof.

“Expenses” means any reasonable expenses incurred by the Indemnified Person in connection with the defense of any claim made against the Indemnified Person for Covered Acts including, without being limited to, legal, accounting or investigative fees and expenses, including the expense of bonds necessary to pursue an appeal of an adverse judgment.

“Indemnified Person” means any director or officer of the Corporation.

“Loss” means any amount which the Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts including, without being limited to, judgments for, and awards of, damages, amounts paid in settlement of any claim, any fine or penalty or, with respect to an employee benefit plan, any excise tax or penalty.

“Proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

Section 2. Indemnification. Subject to the exclusions hereinafter set forth, by adoption of this Article the Corporation agrees that it will indemnify the Indemnified Person against and hold the Indemnified Person harmless from any Loss or Expenses.

Section 3. Advance Payment of Expenses. By the adoption of this Article, the Corporation agrees that it will pay the Expenses of the Indemnified Person in advance of the final disposition of any Proceeding except to the extent that the defense of a claim against the Indemnified Person is undertaken pursuant to any directors’ and officers’ liability insurance maintained by the Corporation. The advance payment of Expenses will be subject to the Indemnified Person’s first agreeing in writing with the Corporation to repay the sums paid by it

hereunder if it is thereafter determined that the Proceeding involved an Excluded Claim or that the Indemnified Person was otherwise not entitled to indemnity under this Article.

Section 4. Exclusions. The Corporation will not be liable to pay any Loss or Expenses (an “Excluded Claim”):

(a) For which payment is actually made to or on behalf of the Indemnified Person under such directors’ and officers’ liability insurance policy as may be maintained by the Corporation (except for any excess beyond the amount covered by such insurance);

(b) For which the Indemnified Person is otherwise indemnified or reimbursed;

(c) With respect to a Proceeding in which a final judgment or other final adjudication determines that the Indemnified Person is liable to the Corporation for: (i) a breach of the Indemnified Person’s duty of loyalty to the Corporation or its shareholders; (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (iii) liability imposed pursuant to the provisions of Section 7-1.1-43 of the Act; or (iv) any transaction (other than a transaction approved in accordance with Section 7-1.1-37.1 of the Act) from which the Indemnified Person derived an improper personal benefit;

(d) For an accounting of profits in fact made from the purchase or sale by the Indemnified Person of securities of the Corporation within the meaning of Section 16 of the Securities Exchange Act of 1934 as amended; or

(e) If a final judgment or other final adjudication determines that such payment is unlawful.

Section 5. Notice to Corporation; Insurance. Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat of commencement of any Proceeding, the Indemnified Person will, if indemnification with respect thereto may be sought

from the Corporation under these Articles, notify the Corporation of the commencement thereof. If, at the time of the receipt of such notice, the Corporation has any directors' and officers' liability insurance in effect, the Corporation will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The Corporation will thereafter take all necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, all Loss and Expenses payable as a result of such Proceeding in accordance with the terms of such policies.

Section 6. Indemnification Procedures. (a) Payments on account of the Corporation's indemnity against Loss will be subject to the Corporation's first determining that the Loss results from a claim which is not an Excluded Claim. Such a determination will be made:

(i) By the board of directors by a majority vote of a quorum consisting of directors not at the time parties to the Proceeding; or

(ii) If a quorum cannot be obtained for purposes of clause (i) of this subparagraph (a), then by a majority vote of a committee of the Board duly designated to act in the matter by a majority vote of the full Board (in which designation directors who are parties to the Proceeding may participate) consisting solely of two or more directors not at the time parties to the Proceeding; or

(iii) By independent legal counsel designated: (A) by the board of directors in the manner described in clause (i) of this subparagraph (a), or by a committee of the Board established in the manner described in clause (ii) of this subparagraph (a), or (B) if the requisite quorum of the full Board cannot be obtained therefor and a committee cannot be so established, by a majority vote of the full Board (in which designation directors who are parties to the Proceeding may participate); or

(iv) By the shareholders.

The determination required by this subparagraph (a) will be made within 60 days of the Indemnified Person's written request for payment of a Loss, and if it is determined that the Loss is not an Excluded Claim payment will be made forthwith thereafter.

(b) Payment of an Indemnified Person's Expenses in advance of the final disposition of any Proceeding will be made within 20 days of the Indemnified Person's written request therefor. From time to time prior to the payment of Expenses the Corporation may, but is not required to, determine (in accordance with subparagraph (a), above) whether the Expenses claimed may reasonably be expected, upon final disposition of the Proceeding, to constitute an Excluded Claim. If such a determination is pending, payment of the Indemnified Person's Expenses may be delayed up to 60 days after the Indemnified Person's written request therefor, and if it is determined that the Expenses are not an Excluded Claim, payment will be made forthwith thereafter.

Section 7. Settlement. The Corporation will have no obligation to indemnify the Indemnified Person under these Articles for any amounts paid in settlement of any Proceeding effected without the Corporation's prior written consent. The Corporation will not unreasonably withhold or delay its consent to any proposed settlement. The Corporation may consent to a settlement subject to the requirement that a determination thereafter will be made as to whether the Proceeding involved an Excluded Claim or not.

Section 8. Rights Not Exclusive. The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under the Act, any by-law, agreement, vote of shareholders or of disinterested directors or otherwise, both as to action in the Indemnified Person's official capacity and as to action in any other capacity while

holding such office, and shall continue after the Indemnified Person ceases to serve the Corporation in an official capacity.

Section 9. Enforcement. (a) The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction and will be enforceable notwithstanding that an adverse determination has been made as provided in Section 6 hereof.

(b) In the event that any action is instituted by the Indemnified Person under these Articles to enforce or interpret any of the terms of these Articles, the Indemnified Person will be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such action was not made in good faith or was frivolous.

Section 10. Severability. If any provision of this Article is determined by a court to require the Corporation to perform or to fail to perform an act which is in violation of applicable law, this Article shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so limited or modified, this Article shall be enforceable in accordance with its terms.

Section 11. Successor and Assigns. This Article will be (a) binding upon all successors and assigns of the Corporation (including any transferee of all or substantially all of its assets) and (b) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person. If the Corporation sells or otherwise transfers all or substantially all of its assets to a third party, the Corporation will, as a condition

of such sale or other transfer, require such third party to assume and perform the obligations of the Corporation under this Article.

Section 12. Amendment. No amendment of this Article will be effective as to an Indemnified Person without his or her written consent.

Article X

AMENDMENTS

These by-laws may be altered, amended or repealed or new by-laws may be adopted at any annual or special meeting of the shareholders by the affirmative vote of the holders of a majority of the shares issued and outstanding and entitled to vote, provided, however, that notice of such alteration, amendment, repeal or adoption of new by-laws shall be contained in the notice of such meeting. The board of directors shall have like authority to alter, amend, repeal or adopt new by-laws by affirmative vote of a majority of the number of directors fixed as provided in these by-laws, provided, however, that any action in that respect by the board of directors may be changed thereafter by the shareholders.

ON SEMICONDUCTOR CORPORATION,

the Guarantors listed herein

and

Deutsche Bank Trust Company Americas,
as Trustee

2.625% Convertible Senior Subordinated Notes due 2026, Series B

INDENTURE

Dated as of

December [—], 2011

TABLE OF CONTENTS

		<u>Page</u>
	ARTICLE 1 DEFINITIONS	
SECTION 1.01.	Definitions	2
	ARTICLE 2 ISSUE, DESCRIPTION, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES	
SECTION 2.01.	Designation Amount and Issue of Notes	16
SECTION 2.02.	Form of Notes	17
SECTION 2.03.	Date and Denomination of Notes; Payments of Interest	18
SECTION 2.04.	Execution of Notes	19
SECTION 2.05.	Exchange and Registration of Transfer of Notes; Restrictions on Transfer	19
SECTION 2.06.	Mutilated, Destroyed, Lost or Stolen Notes	26
SECTION 2.07.	Temporary Notes	27
SECTION 2.08.	Cancellation of Notes	27
SECTION 2.09.	CUSIP Numbers	27
	ARTICLE 3 REDEMPTION AND REPURCHASE OF NOTES	
SECTION 3.01.	Redemption of Notes	28
SECTION 3.02.	Notice of Optional Redemption; Selection of Notes	28
SECTION 3.03.	Payment of Notes Called for Redemption by the Company	29
SECTION 3.04.	Conversion Arrangement on Call for Redemption	30
SECTION 3.05.	Repurchase at Option of Noteholders Upon a Designated Event	30
SECTION 3.06.	Repurchase of Notes by the Company at Option of the Noteholder	34
SECTION 3.07.	Company Repurchase Notice	35
SECTION 3.08.	Effect of Repurchase Notice	36
SECTION 3.09.	Deposit of Repurchase Price	37
SECTION 3.10.	Notes Repurchased in Part	37
SECTION 3.11.	Repayment to the Company	37
	ARTICLE 4 [INTENTIONALLY OMITTED]	
	ARTICLE 5 PARTICULAR COVENANTS OF THE COMPANY	
SECTION 5.01.	Payment of Principal, Premium and Interest	38
SECTION 5.02.	Maintenance of Office or Agency	38

SECTION 5.03.	Appointments to Fill Vacancies in Trustee’s Office	39
SECTION 5.04.	Provisions as to Paying Agent	39
SECTION 5.05.	Rule 144A Information Requirement	40
SECTION 5.06.	Compliance Certificate	40
SECTION 5.07.	Further Instruments and Acts	40
SECTION 5.08.	Future Note Guarantors	40
SECTION 5.09.	Senior Subordinated Indebtedness; Limitations on Liens	41

ARTICLE 6
NOTEHOLDERS’ LISTS AND REPORTS BY THE COMPANY AND THE TRUSTEE

SECTION 6.01.	Noteholders’ Lists	41
SECTION 6.02.	Preservation and Disclosure of Lists	41
SECTION 6.03.	Reports by Trustee	42
SECTION 6.04.	Reports by Company	42

ARTICLE 7
REMEDIES OF THE TRUSTEE AND NOTEHOLDERS ON AN EVENT OF DEFAULT

SECTION 7.01.	Events of Default	43
SECTION 7.02.	Payments of Notes on Default; Suit Therefor	46
SECTION 7.03.	Application of Monies Collected by Trustee	48
SECTION 7.04.	Proceedings by Noteholder	48
SECTION 7.05.	Proceedings by Trustee	49
SECTION 7.06.	Remedies Cumulative and Continuing	49
SECTION 7.07.	Direction of Proceedings and Waiver of Defaults by Majority of Noteholders	50
SECTION 7.08.	Notice of Defaults	50
SECTION 7.09.	Undertaking to Pay Costs	50

ARTICLE 8
THE TRUSTEE

SECTION 8.01.	Duties and Responsibilities of Trustee	51
SECTION 8.02.	Reliance on Documents, Opinions, Etc	52
SECTION 8.03.	No Responsibility for Recitals, Etc	54
SECTION 8.04.	Trustee, Paying Agents, Conversion Agents or Note Registrar May Own Notes	54
SECTION 8.05.	Monies to be Held in Trust	54
SECTION 8.06.	Compensation and Expenses of Trustee	54
SECTION 8.07.	Officers’ Certificate as Evidence	55
SECTION 8.08.	Conflicting Interests of Trustee	55
SECTION 8.09.	Eligibility of Trustee	55
SECTION 8.10.	Resignation or Removal of Trustee.(a) The Trustee may at any time resign by giving written notice of such resignation to the Company and to the holders of Notes	56
SECTION 8.11.	Acceptance by Successor Trustee	57

SECTION 8.12.	Succession by Merger	58
SECTION 8.13.	Preferential Collection of Claims	58
SECTION 8.14.	Trustee's Application for Instructions from the Company	58

ARTICLE 9
THE NOTEHOLDERS

SECTION 9.01.	Action by Noteholders	59
SECTION 9.02.	Proof of Execution by Noteholders	59
SECTION 9.03.	Who Are Deemed Absolute Owners	59
SECTION 9.04.	Company-Owned Notes Disregarded	59
SECTION 9.05.	Revocation of Consents, Future Noteholders Bound	60

ARTICLE 10
MEETINGS OF NOTEHOLDERS

SECTION 10.01.	Purpose of Meetings	60
SECTION 10.02.	Call of Meetings by Trustee	61
SECTION 10.03.	Call of Meetings by Company or Noteholders	61
SECTION 10.04.	Qualifications for Voting	61
SECTION 10.05.	Regulations	61
SECTION 10.06.	Voting	62
SECTION 10.07.	No Delay of Rights by Meeting	62

ARTICLE 11
AMENDMENTS; SUPPLEMENTAL INDENTURES

SECTION 11.01.	Amendment or Supplemental Indentures Without Consent of Noteholders	63
SECTION 11.02.	Amendment or Supplemental Indenture With Consent of Noteholders	64
SECTION 11.03.	Effect of Amendment or Supplemental Indenture	66
SECTION 11.04.	Notation on Notes	66
SECTION 11.05.	Evidence of Compliance of Amendment or Supplemental Indenture to Be Furnished to Trustee	66
SECTION 11.06.	Execution of Amendment or Supplemental Indenture for Future Note Guarantors	67

ARTICLE 12
CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

SECTION 12.01.	When Company May Merge or Transfer Assets	67
SECTION 12.02.	Successor to Be Substituted	68

ARTICLE 13
SATISFACTION AND DISCHARGE OF INDENTURE

SECTION 13.01.	Discharge of Indenture	69
----------------	------------------------	----

SECTION 13.02.	Deposited Monies to Be Held in Trust by Trustee	69
SECTION 13.03.	Paying Agent to Repay Monies Held	70
SECTION 13.04.	Return of Unclaimed Monies	70
SECTION 13.05.	Reinstatement	70

ARTICLE 14
IMMUNITY OF INCORPORATORS, STOCKHOLDERS, OFFICERS AND DIRECTORS

SECTION 14.01.	Indenture and Notes Solely Corporate Obligations	70
----------------	--	----

ARTICLE 15
CONVERSION OF NOTES

SECTION 15.01.	Right to Convert	71
SECTION 15.02.	Exercise of Conversion Privilege; Settlement Upon Conversion; No Adjustment for Dividends	74
SECTION 15.03.	Cash Payments in Lieu of Fractional Shares	78
SECTION 15.04.	Conversion Rate	78
SECTION 15.05.	Adjustment of Conversion Rate	79
SECTION 15.06.	Effect of Reclassification, Consolidation, Merger or Sale	87
SECTION 15.07.	Taxes on Shares Issued	88
SECTION 15.08.	Reservation of Shares, Shares to Be Fully Paid; Listing of Common Stock	89
SECTION 15.09.	Responsibility of Trustee	89
SECTION 15.10.	Notice to Holders Prior to Certain Actions	90
SECTION 15.11.	Shareholder Rights Plans	90

ARTICLE 16
SUBORDINATION

SECTION 16.01.	Agreement to Subordinate	91
SECTION 16.02.	Liquidation, Dissolution, Bankruptcy	91
SECTION 16.03.	Default on Senior Indebtedness	91
SECTION 16.04.	Acceleration of Payment of Notes	92
SECTION 16.05.	When Distribution Must Be Paid Over	93
SECTION 16.06.	Subrogation	93
SECTION 16.07.	Relative Rights	93
SECTION 16.08.	Subordination May Not Be Impaired by Company	93
SECTION 16.09.	Rights of Trustee and Paying Agent	93
SECTION 16.10.	Distribution or Notice to Representative	94
SECTION 16.11.	Article 16 Not to Prevent Events of Default or Limit Right to Accelerate	94
SECTION 16.12.	Trust Monies Not Subordinated	94
SECTION 16.13.	Trustee Entitled to Rely	94
SECTION 16.14.	Trustee to Effectuate Subordination	95
SECTION 16.15.	Trustee Not Fiduciary for Holders of Senior Indebtedness	95

SECTION 16.16.	Reliance by Holders of Senior Indebtedness on Subordination Provisions	95
----------------	--	----

ARTICLE 17
NOTE GUARANTEES

SECTION 17.01.	Note Guarantees	95
SECTION 17.02.	Limitation on Liability	97
SECTION 17.03.	Successors and Assigns	98
SECTION 17.04.	No Waiver	98
SECTION 17.05.	Modification	98
SECTION 17.06.	Execution of Amendment or Supplemental Indenture for Future Note Guarantors	99
SECTION 17.07.	Non-Impairment	99

ARTICLE 18
SUBORDINATION OF THE NOTE GUARANTEES

SECTION 18.01.	Agreement to Subordinate	99
SECTION 18.02.	Liquidation, Dissolution, Bankruptcy	99
SECTION 18.03.	Default on Designated Senior Indebtedness of a Note Guarantor	100
SECTION 18.04.	Demand for Payment	101
SECTION 18.05.	When Distribution Must Be Paid Over	101
SECTION 18.06.	Subrogation	101
SECTION 18.07.	Relative Rights	102
SECTION 18.08.	Subordination May Not Be Impaired by a Note Guarantor	102
SECTION 18.09.	Rights of Trustee and Paying Agent	102
SECTION 18.10.	Distribution or Notice to Representative	102
SECTION 18.11.	Article 18 Not to Prevent Events of Default or Limit Right to Accelerate	103
SECTION 18.12.	Trustee Entitled to Rely	103
SECTION 18.13.	Trustee to Effectuate Subordination	103
SECTION 18.14.	Trustee Not Fiduciary for Holders of Senior Indebtedness of a Note Guarantor	103
SECTION 18.15.	Reliance by Holders of Senior Indebtedness of a Note Guarantor on Subordination Provisions	103
SECTION 18.16.	Defeasance	104

ARTICLE 19
MISCELLANEOUS PROVISIONS

SECTION 19.01	Force Majeure	104
SECTION 19.02	USA Patriot Act Section 326 Customer Identification Program	104
SECTION 19.03	Waiver of Jury Trial	104
SECTION 19.04.	Provisions Binding on Company's Successors	104
SECTION 19.05.	Official Acts by Successor Corporation	105
SECTION 19.06.	Addresses for Notices, Etc	105
SECTION 19.07.	Governing Law	105

SECTION 19.08.	Evidence of Compliance With Conditions Precedent, Certificates to Trustee	105
SECTION 19.09.	Legal Holidays	106
SECTION 19.10.	Trust Indenture Act	106
SECTION 19.11.	No Security Interest Created	106
SECTION 19.12.	Benefits of Indenture	106
SECTION 19.13.	Table of Contents, Headings, Etc	106
SECTION 19.14.	Authenticating Agent	107
SECTION 19.15.	Execution in Counterparts	108
SECTION 19.16.	Severability	108
Schedule A		
Exhibit A Form of Note		

CROSS-REFERENCE TABLE

TIA Section	Indenture Section
310(a)(1)	8.09
(a)(2)	8.09
(a)(3)	N.A.
(a)(4)	N.A.
(a)(5)	8.09
(b)	8.08, 8.10
311(a)	8.13
(b)	8.13
312(a)	6.01, 6.02(a)
(b)	6.02(b)
(c)	6.02(c)
313(a)	6.03
(b)(1)	N.A.
(b)(2)	6.03
(c)	6.03; 19.06
(d)	6.03(b)
314(a)	5.06; 6.04
(b)	N.A.
(c)(1)	19.08
(c)(2)	19.08
(c)(3)	N.A.
(d)	N.A.
(e)	19.08
(f)	N.A.
315(a)	8.01; 8.02
(b)	7.08; 19.06
(c)	8.01
(d)	8.01
(e)	7.09
316(a)(last sentence)	9.04
(a)(1)(A)	7.07
(a)(1)(B)	7.07
(a)(2)	N.A.
(b)	7.04
(c)	9.01
317(a)(1)	7.02; 7.05
(a)(2)	7.02
(b)	5.04
318(a)	19.10

N.A. means not applicable

Note: This Cross-Reference table shall not, for any purpose, be deemed to be part of this Indenture.

INDENTURE

INDENTURE dated as of December [•], 2011, between ON Semiconductor Corporation, a Delaware corporation (hereinafter called the “**Company**”), having its principal office at 5005 E. McDowell Road, Phoenix, Arizona 85008, Semiconductor Components Industries, LLC, SCG (Malaysia SMP) Holding Corporation, SCG (Czech) Holding Corporation, SCG (China) Holding Corporation, Semiconductor Components Industries Puerto Rico, Inc., Semiconductor Components Industries of Rhode Island, Inc., SCG International Development LLC and Semiconductor Components Industries International of Rhode Island, Inc., as guarantors (collectively, the “**Note Guarantors**”) and Deutsche Bank Trust Company Americas, a New York banking corporation, as trustee hereunder (hereinafter called the “**Trustee**”).

WITNESSETH:

WHEREAS, for its lawful corporate purposes, the Company has duly authorized the issue of its 2.625% Convertible Senior Subordinated Notes due 2026, Series B (hereinafter called the “**Notes**”), in an unlimited principal amount and, to provide the terms and conditions upon which the Notes are to be authenticated, issued and delivered, the Company has duly authorized the execution and delivery of this Indenture; and

WHEREAS, the Notes, the certificate of authentication to be borne by the Notes, a form of assignment, a form of Designated Event repurchase notice, a form of repurchase notice and a form of conversion notice to be borne by the Notes are to be substantially in the forms hereinafter provided for; and

WHEREAS, all acts and things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee or a duly authorized authenticating agent, as in this Indenture provided, the valid, binding and legal obligations of the Company and the Note Guarantors, and to constitute this Indenture a valid agreement according to its terms, have been done and performed, and the execution of this Indenture and the issue hereunder of the Notes have in all respects been duly authorized,

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in order to declare the terms and conditions upon which the Notes are, and are to be, authenticated, issued and delivered, and in consideration of the premises and of the purchase and acceptance of the Notes by the holders thereof, each party agrees as follows for the benefit of the other parties and for the equal and proportionate benefit of the respective holders from time to time of the Notes (except as otherwise provided below), as follows:

ARTICLE 1
DEFINITIONS

SECTION 1.01. Definitions. The terms defined in this Section 1.01 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section 1.01. All other terms used in this Indenture that are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in the Trust Indenture Act and in the Securities Act, as in force at the date of the execution of this Indenture. The words “**herein**”, “**hereof**”, “**hereunder**” and words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other Subdivision. The terms defined in this Article include the plural as well as the singular.

“**Adjustment Event**” has the meaning specified in Section 15.05(l).

“**Additional Notes**” has the meaning specified in Section 2.01.

“**Additional Shares**” has the meaning specified in Section 15.01(d)(i).

“**Affiliate**” of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“**Agent Members**” has the meaning specified in Section 2.05(b)(v).

“**Attributable Debt**” in respect of a Sale/Leaseback Transaction means, as at the time of determination, the present value (discounted at the interest rate implicit in such transaction, determined in accordance with GAAP) of the total obligations of the lessee for net rental payments during the remaining term of the lease included in such Sale/Leaseback Transaction (including any period for which such lease has been extended or may be, at the option of the lessor, extended).

“**Average Life**” means, as of the date of determination, with respect to any Indebtedness or Preferred Stock, the number of years obtained by dividing (a) the sum of the products of the numbers of years from the date of determination to the dates of each successive scheduled principal payment of such Indebtedness or scheduled redemption or similar payment with respect to such Preferred Stock multiplied by the amount of such payment by (b) the then outstanding sum of all such payments.

“**Bank Indebtedness**” means any and all amounts payable under or in respect of the Credit Agreement and any Refinancing Indebtedness with respect thereto, as amended from time to time, including principal, premium (if any), interest (including interest

accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Company or Semiconductor Components Industries, LLC whether or not a claim for post-filing interest is allowed in such proceedings), fees, charges, expenses, reimbursement obligations, guarantees and all other amounts payable thereunder or in respect thereof. It is understood and agreed that Refinancing Indebtedness in respect of the Credit Agreement may be Incurred from time to time after termination of the Credit Agreement.

“**Blockage Notice**” has the meaning specified in Section 16.03.

“**Board of Directors**” means the Board of Directors of the Company or any committee thereof duly authorized to act on behalf of the Board of Directors of the Company.

“**Business Day**” means each day which is not a Legal Holiday in New York State.

“**Capital Stock**” of any Person means any and all shares, partnership, membership or other interests, participations or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock (but excluding any debt securities convertible into such equity) and any rights to purchase, warrants, options or similar interests with respect to the foregoing.

“**Capitalized Lease Obligations**” means an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes in accordance with GAAP, and the amount of Indebtedness represented by such obligation shall be the capitalized amount of such obligation determined in accordance with GAAP; and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

“**Closing Date**” means the date of this Indenture.

“**Closing Sale Price**” of the shares of Common Stock on any date means the closing sale price per share (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) as reported by the Nasdaq Global Select Market, or if the Company’s common stock is not quoted on the Nasdaq Global Select Market, then as reported on such date in composite transactions for the principal United States national or regional securities exchange on which shares of Common Stock are traded or, if the shares of Common Stock are not listed on a United States national or regional securities exchange or quoted on the Nasdaq Global Select Market, then as reported by the National Quotation Bureau Incorporated. In the absence of such quotations, the Company shall be entitled to determine the Closing Sale Price on the basis it considers appropriate, and such determination shall be conclusive. The Closing Sale Price shall be determined without reference to extended or after hours trading.

“**Commission**” means the Securities and Exchange Commission, as from time to time constituted, created under the Exchange Act, or, if at any time after the execution of

this Indenture such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body performing such duties at such time.

“**Common Stock**” means any stock of any class of the Company which has no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company and which is not subject to redemption by the Company. Subject to the provisions of Section 15.06, however, shares issuable on conversion of Notes shall include only shares of the class designated as common stock of the Company at the date of this Indenture (namely, the Common Stock, par value \$0.01) or shares of any class or classes resulting from any reclassification or reclassifications thereof and which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company and which are not subject to redemption by the Company; *provided* that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable on conversion shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

“**Company**” means the corporation named as the “**Company**” in the first paragraph of this Indenture, and, subject to the provisions of Article 12 and Section 15.06, shall include its successors and assigns.

“**Company Repurchase Notice**” has the meaning specified in Section 3.07(b).

“**Company Repurchase Notice Date**” has the meaning specified in Section 3.07(b).

“**Conversion Date**” has the meaning specified in Section 15.02(e).

“**Conversion Notice**” has the meaning specified in Section 15.02(a).

“**Conversion Obligation**” has the meaning specified in Section 15.01(a).

“**Conversion Price**” as of any day will equal \$1,000 divided by the Conversion Rate as of such date.

“**Conversion Rate**” has the meaning specified in Section 15.04.

“**Conversion Retraction Period**” has the meaning specified in Section 15.02(c).

“**Corporate Trust Office**” or other similar term, means the designated office of the Trustee at which at any particular time its corporate trust business as it relates to this Indenture shall be administered, which office is, at the date as of which this Indenture is dated, located at 60 Wall Street, 27th Floor, MS: NYC 60-2710, New York, New York 10005, Attention: Trust and Agency Services, or such other address as the Trustee may designate from time to time by notice to the Noteholders and the Company.

“**Credit Agreement**” means the Amended and Restated Credit Agreement dated as of August 4, 1999, as amended and restated on February 6, 2006, and as further amended on March 3, 2006, September 27, 2006 and December 8, 2006, among Semiconductor Components Industries, LLC, the Company and the Subsidiaries of the Company named therein, the lenders named therein and JPMorgan Chase Bank, as administrative agent, collateral agent and syndication agent, including any collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements or refundings thereof (except to the extent that any such amendment, supplement, modification, extension, renewal, restatement or refunding would be prohibited by the terms of this Indenture, unless otherwise agreed to by the Noteholders of at least a majority in aggregate principal amount of Notes at the time outstanding) and any indentures or credit facilities or commercial paper facilities with banks or other institutional lenders that replace, refund or refinance any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof.

“**Currency Agreement**” means with respect to any Person any foreign exchange contract, currency swap agreements or other similar agreement or arrangement to which such Person is a party.

“**Current Market Price**” has the meaning specified in Section 15.05(h)(i).

“**Custodian**” means Deutsche Bank Trust Company Americas, as custodian with respect to the Notes in global form, or any successor entity thereto.

“**Daily Conversion Value**” means, for each of the 20 consecutive Trading Days during the Observation Period, one-twentieth (1/20) of the product of (a) the applicable Conversion Rate and (b) the Daily VWAP of the Common Stock (or the Reference Property pursuant to Section 15.06) on such day.

“**Daily Settlement Amount**,” for each of the 20 Trading Days during the Observation Period, shall consist of:

- (i) cash (the “**Daily Cash Amount**”) equal to the lesser of \$50 and the Daily Conversion Value relating to such day; and
- (ii) if such Daily Conversion Value exceeds \$50, a number of shares of Common Stock (the “**Daily Share Amount**”) equal to (A) the difference between such Daily Conversion Value and \$50, divided by (B) the Daily VWAP of the Common Stock for such day.

“**Daily VWAP**” for the Common Stock means, for each of the 20 consecutive Trading Days during the Observation Period, the per share volume-weighted average price as displayed under the heading “Bloomberg VWAP” on Bloomberg page ONNN <equity> AQR in respect of the period from 9:30 a.m. to 4:00 p.m. (New York City time) on such Trading Day (or if such volume-weighted average price is unavailable, the

market value of one share of Common Stock on such Trading Day as the Board of Directors determines in good faith using a volume-weighted method, which determination shall be conclusive). The Daily VWAP of any Reference Property shall be calculated in a manner determined in good faith by the Board of Directors to most closely approximate the methodology for determining the Daily VWAP of the Common Stock set forth in this definition.

“**Default**” means any event that is, or after notice or passage of time, or both, would be, an Event of Default.

“**Defaulted Interest**” has the meaning specified in Section 2.03(c).

“**Depository**” means, the clearing agency registered under the Exchange Act that is designated to act as the Depository for the Global Notes. The Depository Trust Company shall be the initial Depository, until a successor shall have been appointed and become such pursuant to the applicable provisions of this Indenture, and thereafter, “**Depository**” shall mean or include such successor.

“**Designated Event**” means any Fundamental Change or a Termination of Trading.

“**Designated Event Expiration Time**” has the meaning specified in Section 3.05(b).

“**Designated Event Notice**” has the meaning specified in Section 3.05(b).

“**Designated Event Repurchase Date**” has the meaning specified in Section 3.05(a).

“**Designated Event Repurchase Notice**” has the meaning specified in Section 3.05(a)(i).

“**Designated Event Repurchase Price**” has the meaning specified in Section 3.05(a).

“**Designated Notes**” means (a) the 2024 Notes, (b) the 2025 Notes, (c) the 2026 Notes, (d) any other indebtedness of the Company for borrowed money that (i) is in the form of, or represented by, bonds, notes, debentures or other securities (other than promissory notes or similar evidence of indebtedness under bank loans, reimbursement agreements or receivables facilities) or any guarantee thereof and (ii) is, or may be, quoted, listed or purchased and sold on any stock exchange, automated securities trading system or over-the-counter or other securities market (including, without prejudice to the generality of the foregoing, the market for securities eligible for resale pursuant to Rule 144A under the Securities Act).

“**Designated Senior Indebtedness**” of the Company means (a) the Bank Indebtedness and (b) any other Senior Indebtedness of the Company that, at the date of determination, has an aggregate principal amount outstanding of, or under which, at the

date of determination, the holders thereof are committed to lend up to, at least \$25 million and is specifically designated by the Company in the instrument evidencing or governing such Senior Indebtedness as “Designated Senior Indebtedness” for purposes of this Indenture. “Designated Senior Indebtedness” of a Note Guarantor has a correlative meaning.

“**Determination Date**” has the meaning specified in Section 15.05(l).

“**Disqualified Stock**” means, with respect to any Person, any Capital Stock which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable) or upon the happening of any event (a) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise, (b) is convertible or exchangeable for Indebtedness or Disqualified Stock or (c) is redeemable at the option of the holder thereof, in whole or in part, in the case of clauses (a), (b) and (c) on or prior to 90 days after the Stated Maturity of the Notes; *provided, however*, that only the portion of Capital Stock that so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to the Stated Maturity of the Notes shall be deemed Disqualified Stock; *provided further, however*, that Capital Stock issued to any plan for the benefit of employees shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Company in order to satisfy applicable statutory or regulatory obligations.

“**Effective Date**” has the meaning specified in Section 15.01(d)(ii).

“**Event of Default**” means any event specified in Section 7.01 as an Event of Default.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as in effect from time to time.

“**Ex-Dividend Time**” has the meaning specified in Section 15.01(b).

“**Expiration Time**” has the meaning specified in Section 15.05(f).

“**Fair Market Value**” means with respect to any asset or property, the price which could be negotiated in an arm’s length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction. For all purposes of this Indenture, Fair Market Value will be determined in good faith by the Board of Directors, whose determination will be conclusive and evidenced by a resolution of the Board of Directors.

“**Fundamental Change**” means the occurrence of any transaction or event (whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, reclassification, recapitalization or otherwise) in connection with which all or substantially all of the Common Stock shall be exchanged for, converted into, acquired for or constitutes solely the right to receive, consideration which is not all or substantially all common stock (or comparable equity security of a non-U.S. entity) that is listed on or

immediately after the transaction or event will be listed on, the New York Stock Exchange, the Nasdaq Stock Market or the American Stock Exchange.

“**GAAP**” means generally accepted accounting principles in the United States of America as in effect from time to time, including those set forth in (a) the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants, (b) statements and pronouncements of the Financial Accounting Standards Board, (c) such other statements by such other entities as approved by a significant segment of the accounting profession and (d) the rules and regulations of the Commission governing the inclusion of financial statements (including pro forma financial statements) in periodic reports required to be filed pursuant to Section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the Commission. All ratios and computations based on GAAP contained in this Indenture shall be computed in conformity with GAAP.

“**Global Note**” has the meaning specified in Section 2.02.

“**Guarantee**” means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or (b) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided, however*, that the term “Guarantee” shall not include endorsements for collection or deposit in the ordinary course of business. The term “Guarantee” used as a verb has a corresponding meaning. The term “Guarantor” shall mean any Person Guaranteeing any Indebtedness.

“**Guarantee Blockage Notice**” has the meaning specified in Section 18.03.

“**Guarantee Payment Blockage Period**” has the meaning specified in Section 18.03.

“**Guaranteed Obligations**” has the meaning specified in Section 17.01(a).

“**Hedging Obligations**” of any Person means the obligations of such Person pursuant to any Interest Rate Agreement or Currency Agreement.

“**Incur**” means, with respect to any Indebtedness or other obligation of any Person, to issue, assume, Guarantee, incur or otherwise become liable for; *provided, however*, that any Indebtedness or Capital Stock of a Person existing immediately after the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Subsidiary at the time it becomes a Subsidiary. The term “**Incurrence**” when used as a noun shall have a

correlative meaning. The accretion of principal of a non-interest bearing or other discount security shall not be deemed the Incurrence of Indebtedness.

“**Indebtedness**” means, with respect to any Person on any date of determination, without duplication, the following items if and to the extent that any of them (other than items specified under clauses (c), (h), (i) and (j) below) would appear as a liability or, in the case of clause (f) only, Preferred Stock on the balance sheet of such Person, prepared in accordance with GAAP, on such date:

- (a) the principal amount of and premium (if any) in respect of indebtedness of such Person for borrowed money;
- (b) the principal amount of and premium (if any) in respect of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;
- (c) all obligations of such Person in respect of letters of credit or other similar instruments (including reimbursement obligations with respect thereto but excluding obligations in respect of letters of credit issued in respect of Trade Payables);
- (d) all obligations of such Person to pay the deferred and unpaid purchase price of property or services (except Trade Payables), which purchase price is due more than twelve months after the date of placing such property in service or taking delivery and title thereto or the completion of such services;
- (e) all Capitalized Lease Obligations and all Attributable Debt of such Person;
- (f) the amount of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock or, with respect to any Subsidiary of such Person, any Preferred Stock (but excluding, in each case, any accrued dividends);
- (g) all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided, however*, that the amount of Indebtedness of such Person shall be the lesser of (i) the Fair Market Value of such asset at such date of determination and (ii) the amount of such Indebtedness of such other Persons;
- (h) Hedging Obligations of such Person;
- (i) all obligations of such Person in respect of a Receivables Facility; and
- (j) all obligations of the type referred to in clauses (a) through (i) of other Persons and all dividends of other Persons for the payment of which, in either case, such Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including by means of any Guarantee.

The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above and the maximum liability, upon the occurrence of the contingency giving rise to the obligation, of any contingent obligations described above, at such date; *provided, however*, that the amount outstanding at any time of any Indebtedness issued with original issue discount will be deemed to be the face amount of such Indebtedness less the remaining unaccreted portion of the original issue discount of such Indebtedness at such time, as determined in accordance with GAAP.

“**Indenture**” means this Indenture as amended or supplemented from time to time.

“**Independent Nationally Recognized Securities Dealer**” means any primary dealer of U.S. Treasury securities.

“**Interest Payment Date**” means each June 15 and December 15, commencing June 15, 2012.

“**Interest Rate Agreement**” means with respect to any Person any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement as to which such Person is party.

“**Legal Holiday**” means a Saturday, a Sunday or a day on which banking institutions or trust institutions are not required to be open in the State of New York.

“**Lien**” means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof).

“**Measurement Period**” has the meaning specified in Section 15.01(a)(i).

“**Merger Event**” has the meaning specified in Section 15.06.

“**Net Share Amount**” the number of shares of Common Stock, equal to the sum of the Daily Share Amounts for each of the 20 Trading Days during the related Observation Period.

“**Note Guarantee**” means each Guarantee of the obligations with respect to the Notes issued by a Subsidiary of the Company pursuant to the terms of this Indenture.

“**Note Guarantor**” means any Subsidiary that has issued a Note Guarantee.

“**Notes**” means the Notes issued under this Indenture.

“**Noteholder**” or “**holder**” as applied to any Note, or other similar terms (but excluding the term “**beneficial holder**”), means any Person in whose name at the time a particular Note is registered on the Note Registrar’s books.

“**Note Register**” has the meaning specified in Section 2.05.

“**Note Registrar**” has the meaning specified in Section 2.05.

“**Notice of Default**” has the meaning specified in Section 7.01(1).

“**Observation Period**” with respect to any Note means the 20 consecutive trading-day period beginning on and including the third Trading Day after the delivery of a Conversion Notice to the conversion agent or, if the Company has elected to pay the Net Share Amount in cash, the Trading Day after the last day of the Conversion Retraction Period.

“**Officer**” means the Chief Executive Officer, the Chief Financial Officer, President or any Vice President (whether or not designated by a number or numbers or word or words added before or after the title “**Vice President**”), the Treasurer or any Assistant Treasurer or the Secretary or Assistant Secretary of the Company.

“**Officers’ Certificate**”, means a certificate signed by two Officers of such Person issuing such certification.

“**Opinion of Counsel**” means an opinion in writing (subject to customary assumptions and exclusions) from a legal counsel who is reasonably acceptable to the Trustee, the counsel may be an employee of or counsel to the Company, or a Note Guarantor.

“**outstanding**”, when used with reference to Notes and subject to the provisions of Section 9.04, means, as of any particular time, all Notes authenticated and delivered by the Trustee under this Indenture, except:

- (a) Notes theretofore canceled by the Trustee or delivered to the Trustee for cancellation;
 - (b) Notes, or portions thereof, (i) for the redemption of which monies in the necessary amount shall have been deposited in trust with the Trustee or with any paying agent (other than the Company) or (ii) which shall have been otherwise discharged in accordance with Article 13;
 - (c) Notes in lieu of which, or in substitution for which, other Notes shall have been authenticated and delivered pursuant to the terms of Section 2.06;
- and
- (d) Notes converted into Common Stock pursuant to Article 15 and Notes deemed not outstanding pursuant to Article 3.

“**pay the Notes**” has the meaning specified in Section 16.03.

“**pay its Guarantee**” has the meaning specified in Section 18.03.

“**Payment Blockage Period**” has the meaning specified in Section 16.03.

“**Person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

“**Preferred Stock**”, as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) that is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

“**Purchased Shares**” has the meaning specified in Section 15.05(f)(i).

“**Receivables Facility**” means one or more receivables financing facilities, as amended from time to time, pursuant to which the Company and/or any of its Restricted Subsidiaries sells its accounts receivable to a Person that is not a Restricted Subsidiary pursuant to arrangements customary in the industry.

“**Record Date**” has the meaning specified in Section 15.05(h)(ii).

“**Redemption Price**” has the meaning specified in Section 3.01.

“**Reference Property**” has the meaning specified in Section 15.06(b).

“**Refinance**” means, in respect of any Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue other Indebtedness in exchange or replacement for, such Indebtedness. “**Refinanced**” and “**Refinancing**” shall have correlative meanings.

“**Refinancing Indebtedness**” means Indebtedness that is Incurred to refund, refinance, replace, renew, repay or extend (including pursuant to any defeasance or discharge mechanism) any Indebtedness of the Company or any Restricted Subsidiary (including Indebtedness of the Company that Refinances Refinancing Indebtedness); *provided, however*, that (a) the Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being Refinanced, (b) the Refinancing Indebtedness has an Average Life at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the Average Life of the Indebtedness being refinanced, (c) such Refinancing Indebtedness is Incurred in an aggregate principal amount (or if issued with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount (or if issued with original issue discount, the aggregate accreted value) then outstanding of the Indebtedness being Refinanced and (d) if the Indebtedness being refinanced is subordinated in right of payment to the Notes, such Refinancing Indebtedness is subordinated in right of payment to the Notes at least to the same extent as the Indebtedness being Refinanced; *provided further, however*, that

Refinancing Indebtedness shall not include (i) Indebtedness of a Restricted Subsidiary that Refinances Indebtedness of the Company or (ii) Indebtedness of the Company or a Restricted Subsidiary that Refinances Indebtedness of an Unrestricted Subsidiary.

“**Regular Record Date**” has the meaning specified in Section 2.03(b).

“**Representative**” means the trustee, agent or representative (if any) for an issue of Senior Indebtedness as identified by the Company to the Trustee pursuant to a written notice from the Company or any Note Guarantor.

“**Repurchase Date**” has the meaning specified in Section 3.06.

“**Repurchase Notice**” has the meaning specified in Section 3.06(a).

“**Repurchase Price**” has the meaning specified in Section 3.06.

“**Required Information**” has the meaning specified in Section 6.04.

“**Responsible Officer**” means, when used with respect to the Trustee, any managing director, director, vice president, assistant vice president, assistant treasurer, assistant secretary, associate or any other officer within the corporate trust department of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also shall mean, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge and familiarity with the particular subject.

“**Restricted Securities**” has the meaning specified in Section 2.05(c).

“**Restricted Subsidiary**” means any subsidiary of the Company that is a “Restricted Subsidiary” under any Designated Notes.

“**Rule 144A**” means Rule 144A as promulgated under the Securities Act.

“**Sale/Leaseback Transaction**” means an arrangement relating to property now owned or hereafter acquired by the Company or a Restricted Subsidiary whereby the Company or a Restricted Subsidiary transfers such property to a Person and the Company or such Restricted Subsidiary leases it from such Person, other than leases between the Company and a Wholly Owned Subsidiary or between Wholly Owned Subsidiaries.

“**Secured Indebtedness**” means any Indebtedness of the Company secured by a Lien. “Secured Indebtedness” of a Note Guarantor has a correlative meaning.

“**Securities Act**” means Securities Act of 1933, as amended.

“**Securities**” has the meaning specified in Section 15.05(d).

“**Senior Indebtedness**” of the Company means the principal of, premium (if any) and accrued and unpaid interest on (including interest accruing on or after the filing of

any petition in bankruptcy or for reorganization of the Company, or any Note Guarantor, regardless of whether or not a claim for post-filing interest is allowed in such proceedings) and fees and other amounts owing in respect of Bank Indebtedness and all other Indebtedness of the Company, whether outstanding on the Closing Date or thereafter Incurred, unless in the instrument creating or evidencing the same or pursuant to which the same is outstanding it is provided that such obligations are not superior in right of payment to the Notes or such Note Guarantor's Note Guarantee; *provided, however*, that Senior Indebtedness shall not include (a) any obligation of the Company to any Subsidiary of the Company, (b) any liability for Federal, state, local or other taxes owed or owing by the Company, (c) any accounts payable or other liability to trade creditors arising in the ordinary course of business (including Guarantees thereof or instruments evidencing such liabilities), (d) any Indebtedness or obligation of the Company (and any accrued and unpaid interest in respect thereof) that by its terms is subordinated or junior in right of payment to any other Indebtedness or obligation of the Company, including any Senior Subordinated Indebtedness and any Subordinated Obligations or (e) any obligations with respect to any Capital Stock.

“**Senior Indebtedness**” of a Note Guarantor has a correlative meaning.

“**Senior Subordinated Indebtedness**” means the Notes, the 2024 Notes, the 2025 Notes, the 2026 Notes and any other Indebtedness of the Company that specifically provides that such Indebtedness is to rank *pari passu* with the Notes in right of payment and is not subordinated by its terms in right of payment to any Indebtedness or other obligation of the Company which is not Senior Indebtedness. “Senior Subordinated Indebtedness” of a Note Guarantor has a correlative meaning.

“**Settlement Method Election Notice**” has the meaning specified in Section 15.02(c).

“**Significant Subsidiary**” means any Restricted Subsidiary that would be a “Significant Subsidiary” of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the Commission.

“**Stated Maturity**” means, with respect to any security, the date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency beyond the control of the issuer unless such contingency has occurred).

“**Stock Price**” means, in connection with a Fundamental Change, (i) if holders of Common Stock receive only cash in such Fundamental Change, the cash amount paid per share of Common Stock and (ii) in all other cases, the average of the Closing Sale Prices of the Common Stock over the five consecutive Trading Day period ending on the Trading Day preceding the Effective Date of such Fundamental Change.

“**Subordinated Obligation**” means any Indebtedness of the Company (whether outstanding on the Closing Date or thereafter Incurred) that is subordinate or junior in right of payment to the Notes pursuant to a written agreement. “Subordinated Obligation” of a Note Guarantor has a correlative meaning.

“**Subsidiary**” of any Person means any corporation, association, partnership or other business entity of which more than 50% of the total Voting Stock is at the time owned or controlled, directly or indirectly, by (a) such Person, (b) such Person and one or more Subsidiaries of such Person or (c) one or more Subsidiaries of such Person. Notwithstanding the foregoing, with respect to the Company, the term “Subsidiary” also shall include Leshan-Phoenix Semiconductor Co. Ltd., so long as the Company directly or indirectly owns more than 50% of the Voting Stock or economic interests of such Person.

“**Successor Company**” has the meaning specified in Section 12.01(a).

“**Termination of Trading**” will be deemed to have occurred if the Common Stock (or other common stock into which the Notes are then convertible) is not listed for trading on the New York Stock Exchange, the Nasdaq Stock Market or the American Stock Exchange.

“**Trade Payables**” means, with respect to any Person, any accounts payable or any indebtedness or monetary obligation to trade creditors created, assumed or Guaranteed by such Person arising in the ordinary course of business in connection with the acquisition of goods or services.

“**Trading Day**” has the meaning specified in Section 15.05(h)(iii).

“**Trading Price**” means, on any date, the average of the secondary market bid quotations per \$1,000 principal amount of Notes obtained by the Trustee for \$2,000,000 principal amount of Notes at approximately 3:30 p.m., New York City time, on such date from three Independent Nationally Recognized Securities Dealers selected by the Company; *provided* that if at least three such bids cannot reasonably be obtained by the Trustee, but two such bids are obtained, then the average of the two bids shall be used, and if only one such bid can reasonably be obtained by the Trustee, that one bid shall be used; *provided further* that if the Trustee cannot reasonably obtain at least one bid for \$2,000,000 principal amount of Notes from an Independent Nationally Recognized Securities Dealer, then the Trading Price per \$1,000 principal amount of Notes on such date will be deemed to be less than 103% of the product of (a) the Conversion Rate and (b) the Closing Sale Price on such date.

“**Trigger Event**” has the meaning specified in Section 15.05(d).

“**Trust Indenture Act**” means the Trust Indenture Act of 1939, as amended, as it was in force at the date of this Indenture, except as provided in Sections 11.03 and 15.06; *provided* that if the Trust Indenture Act of 1939 is amended after the date hereof, the term “**Trust Indenture Act**” shall mean, to the extent required by such amendment, the Trust Indenture Act of 1939 as so amended.

“**Trustee**” means the party named as such in this Indenture until a successor replaces it and, thereafter, means the successor.

“**2024 Notes**” means the Zero Coupon Convertible Senior Subordinated Notes due 2024, Series B issued by the Company on July 21, 2006 and August 9, 2006 in the aggregate principal amount of \$260,000,000 and the Indebtedness represented thereby (including any replacement notes).

“**2025 Notes**” means the 1.875% Convertible Senior Subordinated Notes due 2025 issued by the Company on December 21, 2005 in the aggregate principal amount of \$95,000,000 and the Indebtedness represented thereby (including any replacement notes).

“**2026 Notes**” means the 2.625% Convertible Senior Subordinated Notes due 2026 issued by the Company on December 15, 2006 in the aggregate principal amount of \$[—],000,000 and the Indebtedness represented thereby (including any replacement notes).

“**Unrestricted Subsidiary**” means any subsidiary of the Company that is not a Restricted Subsidiary.

“**U.S. Government Obligations**” means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer’s option.

“**Voting Stock**” of a Person means all classes of Capital Stock or other interests (including partnership interests) of such Person then outstanding and normally entitled at the time to vote in the election of directors, managers or trustees thereof.

“**Wholly Owned Subsidiary**” means a Restricted Subsidiary of the Company all the Capital Stock of which (other than directors’ qualifying shares) is owned by the Company or another Wholly Owned Subsidiary.

ARTICLE 2

ISSUE, DESCRIPTION, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES

SECTION 2.01. Designation Amount and Issue of Notes. The Notes shall be designated as “**2.625% Convertible Senior Subordinated Notes due 2026, Series B**”. The Trustee shall initially authenticate and deliver Notes for original issue in an aggregate principal amount of up to \$[—],000,000 upon the execution of this Indenture. Each Note shall be dated the date of its authentication. Thereafter, in addition to any Notes issued pursuant to Sections 2.05, 2.06, 3.03, 3.05, 3.06, 3.10 and 15.02, the Company may, without the consent of the holders of the Notes, execute additional Notes under this Indenture with the same terms, CUSIP number and other provisions as the Notes initially issued under the Indenture in an unlimited principal amount (“**Additional Notes**”), provided that no Additional Notes shall be issued unless fungible with the Notes

initially issued under the Indenture for U.S. federal income tax purposes, and the Trustee shall thereupon authenticate and deliver said Notes to or upon the written order of the Company, signed by one of its Officers, without any further action by the Company hereunder.

SECTION 2.02. Form of Notes. The Notes and the Trustee's certificate of authentication to be borne by such Notes shall be substantially in the form set forth in Exhibit A. The terms and provisions contained in the form of Note attached as Exhibit A hereto shall constitute, and are hereby expressly made, a part of this Indenture and, to the extent applicable, the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends, endorsements or changes as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Indenture, or as may be required by the Custodian, the Depositary or by the Financial Industry Regulatory Authority in order for the Notes to be tradable on any market developed for trading of securities pursuant to Rule 144A or as may be required to comply with any applicable law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed, or to conform to usage, or to indicate any special limitations or restrictions to which any particular Notes are subject.

So long as the Notes are eligible for book-entry settlement with the Depositary, or unless otherwise required by law, or otherwise contemplated by Section 2.05(a), all of the Notes will be represented by one or more Notes in global form registered in the name of the Depositary or the nominee of the Depositary (a "**Global Note**"). The transfer and exchange of beneficial interests in any such Global Note shall be effected through the Depositary in accordance with this Indenture and the applicable procedures of the Depositary. Except as provided in Section 2.05(a), beneficial owners of a Global Note shall not be entitled to have certificates registered in their names, will not receive or be entitled to receive physical delivery of certificates in definitive form and will not be considered holders of such Global Note.

Any Global Note shall represent such of the outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate amount of outstanding Notes from time to time endorsed thereon and that the aggregate amount of outstanding Notes represented thereby may from time to time be increased or reduced to reflect redemptions, repurchases, conversions, transfers or exchanges permitted hereby. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in such manner and upon instructions given by the holder of such Notes in accordance with this Indenture. Payment of principal of any Global Note shall be made to the holder of such Note.

SECTION 2.03. Date and Denomination of Notes; Payments of Interest. (a) The Notes shall be issuable in registered form without coupons in denominations of \$1,000 principal amount and integral multiples thereof. Each Note shall be dated the date of its authentication and shall bear interest from the date specified on the face of the form of such Note attached as Exhibit A hereto. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

(a) The Person in whose name any Note is registered on the Note Register at the close of business on any Regular Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date. Interest shall be payable at the office of the Company maintained by the Company for such purposes in the Borough of Manhattan, City of New York, which shall initially be the Corporate Trust Office of the Trustee. The Company shall pay interest (i) on any Notes in certificated form by check mailed to the address of the Person entitled thereto as it appears in the Note register (or upon written application by such Person to the Note Registrar not later than the relevant Regular Record Date, by wire transfer in immediately available funds to such Person's account within the United States, if such Person is entitled to interest on an aggregate principal in excess of \$1,000,000) or (ii) on any Global Note by wire transfer of immediately available funds to the account of the Depositary or its nominee. The term "**Regular Record Date**" with respect to any Interest Payment Date shall mean the June 1 or December 1 preceding the applicable June 15 or December 15 Interest Payment Date, respectively.

(b) Any interest on any Note which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "**Defaulted Interest**") shall forthwith cease to be payable to the Noteholder on the relevant Regular Record Date by virtue of his having been such Noteholder, and such Defaulted Interest shall be paid by the Company, at its election in each case, as provided in clause (i) or (ii) below:

(i) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Notes are registered at the close of business on a special record date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which shall be not less than twenty-five (25) days after the receipt by the Trustee of such notice, unless the Trustee shall consent to an earlier date), and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit on or prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Company shall fix a special record date for the payment of such Defaulted Interest which shall be not more than fifteen (15) days and not less than ten (10) days prior to the date of the proposed payment, and not less than ten (10) days after the receipt by the Trustee

of the notice of the proposed payment. The Company shall promptly notify the Trustee of such special record date and the Trustee, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the special record date therefor to be mailed, first-class postage prepaid, to each holder at his address as it appears in the Note Register, not less than ten (10) days prior to such special record date. Notice of the proposed payment of such Defaulted Interest and the special record date therefor having been so mailed, such Defaulted Interest shall be paid to the Persons in whose names the Notes are registered at the close of business on such special record date and shall no longer be payable pursuant to the following clause (ii) of this Section 2.03(c).

(ii) The Company may make payment of any Defaulted Interest in any other lawful manner not inconsistent with the requirements of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, and upon such notice as may be required by such exchange or automated quotation system, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Trustee.

SECTION 2.04. Execution of Notes. The Notes shall be signed in the name and on behalf of the Company by the manual or facsimile signature of one of its Officers and attested by the manual or facsimile signature of its Secretary or any of its Assistant Secretaries or its Treasurer or any of its Assistant Treasurers (which may be printed, engraved or otherwise reproduced thereon, by facsimile or otherwise). Only such Notes as shall bear thereon a certificate of authentication substantially in the form set forth on the form of Note attached as Exhibit A hereto, manually executed by the Trustee (or an authenticating agent appointed by the Trustee as provided by Section 19.14), shall be entitled to the benefits of this Indenture or be valid or obligatory for any purpose. Such certificate by the Trustee (or such an authenticating agent) upon any Note executed by the Company shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered hereunder and that the holder is entitled to the benefits of this Indenture.

In case any officer of the Company who shall have signed any of the Notes shall cease to be such officer before the Notes so signed shall have been authenticated and delivered by the Trustee, or disposed of by the Company, such Notes nevertheless may be authenticated and delivered or disposed of as though the person who signed such Notes had not ceased to be such officer of the Company, and any Note may be signed on behalf of the Company by such persons as, at the actual date of the execution of such Note, shall be the proper officers of the Company, although at the date of the execution of this Indenture any such person was not such an officer.

SECTION 2.05. Exchange and Registration of Transfer of Notes; Restrictions on Transfer. (a) The Company shall cause to be kept at the Corporate Trust Office a register (the register maintained in such office and in any other office or agency of the Company designated pursuant to Section 5.02 being herein sometimes collectively

referred to as the “**Note Register**”) in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Notes and of transfers of Notes. The Note Register shall be in written form or in any form capable of being converted into written form within a reasonably prompt period of time. The Trustee is hereby appointed “**Note Registrar**” for the purpose of registering Notes and transfers of Notes as herein provided. The Company may appoint one or more co-registrars in accordance with Section 5.02.

Upon surrender for registration of transfer of any Note to the Note Registrar or any co-registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.05, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount and bearing such restrictive legends as may be required by this Indenture.

Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at any such office or agency maintained by the Company pursuant to Section 5.02. Whenever any Notes are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Notes which the Noteholder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding.

All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange.

All Notes presented or surrendered for registration of transfer or for exchange, redemption, repurchase or conversion shall (if so required by the Company or the Note Registrar) be duly endorsed, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company, and the Notes shall be duly executed by the Noteholder thereof or his attorney duly authorized in writing.

No service charge shall be made to any holder for any registration, transfer or exchange of Notes, but the Company may require payment by the holder of a sum sufficient to cover any tax, assessment or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes.

Neither the Company nor the Trustee nor any Note Registrar shall be required to exchange or register a transfer of (a) any Notes for a period of fifteen (15) days next preceding any selection of Notes to be redeemed, (b) any Notes or portions thereof called for redemption pursuant to Section 3.02, (c) any Notes or portions thereof surrendered for conversion pursuant to Article 15, (d) any Notes or portions thereof tendered for repurchase (and not withdrawn) pursuant to Section 3.05 or (e) any Notes or portions thereof tendered for repurchase (and not withdrawn) pursuant to Section 3.06.

(b) The following provisions shall apply only to Global Notes:

(i) Each Global Note authenticated under this Indenture shall be registered in the name of the Depositary or a nominee thereof and delivered to such Depositary or a nominee thereof or Custodian therefor, and each such Global Note shall constitute a single Note for all purposes of this Indenture.

(ii) Notwithstanding any other provision in this Indenture, no Global Note may be exchanged in whole or in part for Notes registered, and no transfer of a Global Note in whole or in part may be registered, in the name of any Person other than the Depositary or a nominee thereof unless (A) the Depositary (i) has notified the Company that it is unwilling or unable to continue as Depositary for such Global Note and a successor depositary has not been appointed by the Company within ninety days or (ii) has ceased to be a clearing agency registered under the Exchange Act and a successor depositary has not been appointed by the Company within ninety days, (B) an Event of Default has occurred and the maturity of the Notes shall have been accelerated in accordance with Section 7.01 and any Noteholder shall have given written notice to the Company requesting the issuance of definitive Notes or (C) the Company, in its sole discretion, notifies the Trustee in writing that it no longer wishes to have all the Notes represented by Global Notes. Any Global Note exchanged pursuant to clause (A) or (B) above shall be so exchanged in whole and not in part and any Global Note exchanged pursuant to clause (C) above may be exchanged in whole or from time to time in part as directed by the Company. Any Note issued in exchange for a Global Note or any portion thereof shall be a Global Note; *provided* that any such Note so issued that is registered in the name of a Person other than the Depositary or a nominee thereof shall not be a Global Note.

(iii) Securities issued in exchange for a Global Note or any portion thereof pursuant to clause (ii) above shall be issued in definitive, fully registered form, without coupons, shall have an aggregate principal amount equal to that of such Global Note or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear any legends required hereunder. Any Global Note to be exchanged in whole shall be surrendered by the Depositary to the Note Registrar. With regard to any Global Note to be exchanged in part, either such Global Note shall be so surrendered for exchange or, if the Trustee is acting as Custodian for the Depositary or its nominee with respect to such Global Note, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and make available for delivery the Note issuable on such exchange to or upon the written order of the Depositary or an authorized representative thereof.

(iv) In the event of the occurrence of any of the events specified in clause (ii) above, the Company will promptly make available to the Trustee a reasonable supply of certificated Notes in definitive, fully registered form, without coupons.

(v) Neither any members of, or participants in, the Depository (“**Agent Members**”) nor any other Persons on whose behalf Agent Members may act shall have any rights under this Indenture with respect to any Global Note registered in the name of the Depository or any nominee thereof, and the Depository or such nominee, as the case may be, may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner and holder of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository or such nominee, as the case may be, or impair, as between the Depository, its Agent Members and any other Person on whose behalf an Agent Member may act, the operation of customary practices of such Persons governing the exercise of the rights of a holder of any Note.

(vi) At such time as all interests in a Global Note have been redeemed, repurchased, converted, canceled or exchanged for Notes in certificated form, such Global Note shall, upon receipt thereof, be canceled by the Trustee in accordance with standing procedures and instructions existing between the Depository and the Custodian. At any time prior to such cancellation, if any interest in a Global Note is redeemed, repurchased, converted, canceled or exchanged for Notes in certificated form, the principal amount of such Global Note shall, in accordance with the standing procedures and instructions existing between the Depository and the Custodian, be appropriately reduced, and an endorsement shall be made on such Global Note, by the Trustee or the Custodian, at the direction of the Trustee, to reflect such reduction.

(c) Every Additional Note that bears or is required under this Section 2.05(c) to bear the legend set forth in this Section 2.05(c) (together with any Common Stock issued upon conversion of such Note and required to bear the legend set forth in Section 2.05(d), collectively, the “**Restricted Securities**”) shall be subject to the restrictions on transfer set forth in this Section 2.05(c) (including those set forth in the legend below) unless such restrictions on transfer shall be waived by written consent of the Company, and the holder of each such Restricted Security, by such holder’s acceptance thereof, agrees to be bound by all such restrictions on transfer. As used in this Section 2.05(c), the term “**transfer**” encompasses any sale, pledge, loan, transfer or other disposition whatsoever of any Restricted Security or any interest therein.

Unless Additional Notes are issued pursuant to an effective registration statement or until any such Additional Note may be sold pursuant to Rule 144 without restriction as to the number of shares that can be sold and without the requirement for the Company to be in compliance with the current public information requirements of Rule 144(c)(1), any certificate evidencing such Note (and all securities issued in exchange therefor or substitution thereof, other than Common Stock, if any, issued upon conversion thereof, which shall bear the legend set forth in Section 2.05(d)) shall bear a legend in substantially the following form, unless such Note has been sold pursuant to a registration statement that has been declared effective under the Securities Act (and which continues to be effective at the time of such transfer) or pursuant to Rule 144 under the Securities Act or any similar provision then in force, or unless otherwise determined by the Company, with written notice thereof to the Trustee:

THIS SECURITY AND THE COMMON STOCK (“COMMON STOCK”) OF ON SEMICONDUCTOR CORPORATION (THE “COMPANY”) ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY, THE COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN OR THEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE “RESALE RESTRICTION TERMINATION DATE”) THAT IS ONE YEAR AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (INCLUDING RULE 144 UNDER THE SECURITIES ACT), SUBJECT TO THE RIGHTS OF THE COMPANY AND THE WITHIN MENTIONED TRUSTEE PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES WHERE REGISTRATION OR TRANSFER OF THIS SECURITY IS REQUIRED, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE. THIS LEGEND WILL BE REMOVED AFTER THE RESALE RESTRICTION TERMINATION DATE UPON REQUEST OF THE HOLDER AND THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATES AND/OR OTHER INFORMATION SATISFACTORY TO THE COMPANY.

Any Note (or security issued in exchange or substitution therefor) as to which such restrictions on transfer shall have expired in accordance with their terms or as to conditions for removal of the foregoing legend set forth therein have been satisfied may, upon surrender of such Note for exchange to the Note Registrar in accordance with the provisions of this Section 2.05, be exchanged for a new Note or Notes, of like tenor and aggregate principal amount, which shall not bear the restrictive legend required by this

Section 2.05(c). If the Restricted Security surrendered for exchange is represented by a Global Note bearing the legend set forth in this Section 2.05(c), the principal amount of the legended Global Note shall be reduced by the appropriate principal amount and the principal amount of a Global Note without the legend set forth in this Section 2.05(c) shall be increased by an equal principal amount. If a Global Note without the legend set forth in this Section 2.05(c) is not then outstanding, the Company shall execute and the Trustee shall authenticate and deliver an unlegended Global Note to the Depository.

(d) The Company may require that until any Additional Note may be sold pursuant to Rule 144 without restriction as to the number of shares that can be sold and without the requirement for the Company to be in compliance with the current public information requirements of Rule 144(c)(1), any stock certificate representing Common Stock issued upon conversion of any such Note shall bear a legend in substantially the following form, unless such Common Stock has been sold pursuant to a registration statement that has been declared effective under the Securities Act (and which continues to be effective at the time of such transfer) or pursuant to Rule 144 under the Securities Act or any similar provision then in force, or such Common Stock has been issued upon conversion of Notes that have been transferred pursuant to a registration statement that has been declared effective under the Securities Act or pursuant to Rule 144 under the Securities Act or any similar provision then in force, or unless otherwise determined by the Company with written notice thereof to the transfer agent:

THE COMMON STOCK ("COMMON STOCK") OF ON SEMICONDUCTOR CORPORATION (THE "COMPANY") EVIDENCED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS COMMON STOCK NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

THE HOLDER OF THIS COMMON STOCK, BY ITS ACCEPTANCE HEREOF, AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH COMMON STOCK PRIOR TO THE DATE THAT SUCH COMMON STOCK BECOMES FREELY TRADEABLE UNDER RULE 144(k) UNDER THE SECURITIES ACT (OR ANY SUCCESSOR PROVISION) ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (INCLUDING RULE 144 UNDER THE SECURITIES ACT), SUBJECT TO THE RIGHTS OF THE

COMPANY AND THE WITHIN MENTIONED TRUSTEE PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES WHERE REGISTRATION OR TRANSFER OF THIS SECURITY IS REQUIRED, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE. THIS LEGEND WILL BE REMOVED AFTER THE RESALE RESTRICTION TERMINATION DATE UPON REQUEST OF THE HOLDER AND THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATES AND/OR OTHER INFORMATION SATISFACTORY TO THE COMPANY.

(e) Any Restricted Security that is purchased or owned by the Company or any Affiliate thereof may not be resold by the Company or such Affiliate unless registered under the Securities Act or resold pursuant to an exemption from the registration requirements of the Securities Act in a transaction which results in such Notes or Common Stock, as the case may be, no longer being Restricted Securities (as defined under Rule 144).

(f) The Trustee shall have no responsibility or obligation to any Agent Members or any other Person with respect to the accuracy of the books or records, or the acts or omissions, of the Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any Agent Member or other Person (other than the Depositary) of any notice (including any notice of redemption) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Noteholder and all payments to be made to Noteholders under the Notes shall be given or made only to or upon the order of the registered Noteholders (which shall be the Depositary or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through the Depositary subject to the customary procedures of the Depositary. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depositary with respect to its Agent Members.

The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Agent Members in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

SECTION 2.06. Mutilated, Destroyed, Lost or Stolen Notes. In case any Note shall become mutilated or be destroyed, lost or stolen, the Company in its discretion may execute, and upon its written request the Trustee or an authenticating agent appointed by the Trustee shall authenticate and make available for delivery, a new Note, bearing a number not contemporaneously outstanding, in exchange and substitution for the mutilated Note, or in lieu of and in substitution for the Note so destroyed, lost or stolen, if the requirements of Section 8-405 of the Uniform Commercial Code are met, such that the Noteholder (a) satisfies the Company within a reasonable time after he has notice of such loss, destruction or wrongful taking and the Note Registrar does not register a transfer prior to receiving such notification, (b) makes such request to the Company or the Trustee prior to the Note being acquired by a protected purchaser as defined in Section 8-303 of the Uniform Commercial Code and (c) satisfies any other reasonable requirements of the Trustee. In every case, the applicant for a substituted Note shall furnish to the Company, to the Trustee and, if applicable, to such authenticating agent such security or indemnity as may be required by them to save each of them harmless for any loss, liability, cost or expense caused by or connected with such substitution, and, in every case of destruction, loss or theft, the applicant shall also furnish to the Company, to the Trustee and, if applicable, to such authenticating agent evidence to their satisfaction of the destruction, loss or theft of such Note and of the ownership thereof.

Following receipt by the Trustee or such authenticating agent, as the case may be, of satisfactory security or indemnity and evidence, as described in the preceding paragraph, the Trustee or such authenticating agent may authenticate any such substituted Note and make available for delivery such Note. Upon the issuance of any substituted Note, the Company may require the payment by the holder of a sum sufficient to cover any tax, assessment or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith. In case any Note which has matured or is about to mature or has been called for redemption or has been tendered for repurchase upon a Designated Event (and not withdrawn) or has been surrendered for repurchase on a Repurchase Date (and not withdrawn) or is to be converted into Common Stock shall become mutilated or be destroyed, lost or stolen, the Company may, instead of issuing a substitute Note, pay or authorize the payment of or convert or authorize the conversion of the same (without surrender thereof except in the case of a mutilated Note), as the case may be, if the applicant for such payment or conversion shall furnish to the Company, to the Trustee and, if applicable, to such authenticating agent such security or indemnity as may be required by them to save each of them harmless for any loss, liability, cost or expense caused by or in connection with such substitution, and, in every case of destruction, loss or theft, the applicant shall also furnish to the Company, the Trustee and, if applicable, any paying agent or conversion agent evidence to their satisfaction of the destruction, loss or theft of such Note and of the ownership thereof.

Every substitute Note issued pursuant to the provisions of this Section 2.06 by virtue of the fact that any Note is destroyed, lost or stolen shall constitute an additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Note shall be found at any time, and shall be entitled to all the benefits of (but shall be subject to all the limitations set forth in) this Indenture equally and proportionately with any and all other Notes duly issued hereunder. To the extent permitted by law, all Notes shall be

held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment or conversion or redemption or repurchase of mutilated, destroyed, lost or stolen Notes and shall preclude any and all other rights or remedies notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment or conversion or redemption or repurchase of negotiable instruments or other securities without their surrender.

SECTION 2.07. Temporary Notes. Pending the preparation of Notes in certificated form, the Company may execute and the Trustee or an authenticating agent appointed by the Trustee shall, upon the written request of the Company, authenticate and deliver temporary Notes (printed or lithographed). Temporary Notes shall be issuable in any authorized denomination, and substantially in the form of the Notes in certificated form, but with such omissions, insertions and variations as may be appropriate for temporary Notes, all as may be determined by the Company. Every such temporary Note shall be executed by the Company and authenticated by the Trustee or such authenticating agent upon the same conditions and in substantially the same manner, and with the same effect, as the Notes in certificated form. Without unreasonable delay, the Company will execute and deliver to the Trustee or such authenticating agent Notes in certificated form and thereupon any or all temporary Notes may be surrendered in exchange therefor, at each office or agency maintained by the Company pursuant to Section 5.02 and the Trustee or such authenticating agent shall authenticate and make available for delivery in exchange for such temporary Notes an equal aggregate principal amount of Notes in certificated form. Such exchange shall be made by the Company at its own expense and without any charge therefor. Until so exchanged, the temporary Notes shall in all respects be entitled to the same benefits and subject to the same limitations under this Indenture as Notes in certificated form authenticated and delivered hereunder.

SECTION 2.08. Cancellation of Notes. All Notes surrendered for the purpose of payment, redemption, repurchase, conversion, exchange or registration of transfer shall, if surrendered to the Company or any paying agent or any Note Registrar or any conversion agent, be surrendered to the Trustee and promptly canceled by it, or, if surrendered to the Trustee, shall be promptly canceled by it, and no Notes shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Indenture. The Trustee shall dispose of such canceled Notes in accordance with its customary procedures. If the Company shall acquire any of the Notes, such acquisition shall not operate as a redemption, repurchase or satisfaction of the indebtedness represented by such Notes unless and until the same are delivered to the Trustee for cancellation.

SECTION 2.09. CUSIP Numbers. The Company in issuing the Notes may use CUSIP numbers (if then generally in use), and, if so, the Trustee shall use CUSIP numbers in notices of redemption or repurchases as a convenience to Noteholders; *provided* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption or a repurchase and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption or repurchase shall

not be affected by any defect in or omission of such numbers. The Company will promptly notify the Trustee of any change in the CUSIP numbers.

ARTICLE 3
REDEMPTION AND REPURCHASE OF NOTES

SECTION 3.01. Redemption of Notes. The Company may not redeem any Notes prior to December 20, 2016. At any time on or after December 20, 2016 and prior to maturity, the Notes may be redeemed at the option of the Company, in whole or in part, upon notice as set forth in Section 3.02, at a cash redemption price equal to 100% of the principal amount plus accrued and unpaid interest to, but excluding, the redemption date (the “**Redemption Price**”); *provided, however*, that if the redemption date falls after a Regular Record Date and on or prior to the corresponding Interest Payment Date, then interest payable on such Interest Payment Date shall be paid on such Interest Payment Date to the holders of record of such Notes on the applicable Regular Record Date instead of the holders surrendering such Notes for redemption and the Redemption Price payable will be 100% of the principal amount of such Notes and will not include any interest.

SECTION 3.02. Notice of Optional Redemption; Selection of Notes. In case the Company shall desire to exercise the right to redeem all or, as the case may be, any part of the Notes pursuant to Section 3.01, it shall fix a date for redemption and it or, at its written request received by the Trustee not fewer than forty-five (45) days prior (or such shorter period of time as may be acceptable to the Trustee) to the date fixed for redemption, the Trustee in the name of and at the expense of the Company, shall mail or cause to be mailed a notice of such redemption not fewer than thirty (30) nor more than sixty (60) days prior to the redemption date to each holder of Notes so to be redeemed as a whole or in part at its last address as the same appears on the Note Register; *provided* that if the Company shall give such notice, it shall also give written notice of the redemption date to the Trustee. Such mailing shall be by first class mail. The notice, if mailed in the manner herein provided, shall be conclusively presumed to have been duly given, whether or not the holder receives such notice. In any case, failure to give such notice by mail or any defect in the notice to the holder of any Note designated for redemption as a whole or in part shall not affect the validity of the proceedings for the redemption of any other Note.

Each such notice of redemption shall specify the aggregate principal amount of Notes to be redeemed, the CUSIP number or numbers of the Notes being redeemed, the date fixed for redemption (which shall be a Business Day), the Redemption Price at which Notes are to be redeemed, the place or places of payment, and that payment will be made upon presentation and surrender of such Notes. Such notice shall also state the current Conversion Rate, the date on which the right to convert such Notes or portions thereof will expire and whether the Company has elected to pay the Net Share Amount in cash pursuant to Section 15.02(c). If fewer than all the Notes are to be redeemed, the notice of redemption shall identify the Notes to be redeemed (including CUSIP numbers, if any). In case any Note is to be redeemed in part only, the notice of redemption shall state the portion of the principal amount thereof to be redeemed and shall state that, on

and after the redemption date, upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion thereof will be issued.

On or prior to the redemption date specified in the notice of redemption given as provided in this Section 3.02, the Company will deposit with the Trustee or with one or more paying agents (or, if the Company is acting as its own paying agent, set aside, segregate and hold in trust as provided in Section 5.04) an amount of money in immediately available funds sufficient to redeem on the redemption date all the Notes (or portions thereof) so called for redemption (other than those theretofore surrendered for conversion) at the appropriate Redemption Price; *provided* that if such payment is made on the redemption date it must be received by the Trustee or paying agent, as the case may be, by 10:00 a.m. New York City time on such date. The Company shall be entitled to retain any interest, yield or earnings on amounts deposited with the Trustee or any paying agent pursuant to this Section 3.02 in excess of amounts required hereunder to pay the Redemption Price of all Notes to be redeemed on such date. If any Note called for redemption is converted pursuant hereto prior to such redemption date, any money deposited with the Trustee or any paying agent or so segregated and held in trust for the redemption of such Note shall be paid to the Company upon its written request, or, if then held by the Company, shall be discharged from such trust. Whenever any Notes are to be redeemed, the Company will give the Trustee written notice in the form of an Officers' Certificate not fewer than forty-five (45) days (or such shorter period of time as may be acceptable to the Trustee) prior to the redemption date as to the aggregate principal amount of Notes to be redeemed.

If less than all of the outstanding Notes are to be redeemed, the Trustee shall select the Notes or portions thereof of the Global Note or the Notes in certificated form to be redeemed (in principal amounts of \$1,000 or multiples thereof) by lot, on a pro rata basis or by another method the Trustee deems fair and appropriate. If any Note selected for partial redemption is submitted for conversion in part after such selection, the portion of such Note submitted for conversion shall be deemed (so far as may be possible) to be the portion to be selected for redemption. The Notes (or portions thereof) so selected shall be deemed duly selected for redemption for all purposes hereof, notwithstanding that any such Note is submitted for conversion in part before the mailing of the notice of redemption.

Upon any redemption of less than all of the outstanding Notes, the Company and the Trustee may (but need not), solely for purposes of determining the pro rata allocation among such Notes as are unconverted and outstanding at the time of redemption, treat as outstanding any Notes surrendered for conversion during the period of fifteen (15) days next preceding the mailing of a notice of redemption and may (but need not) treat as outstanding any Note authenticated and delivered during such period in exchange for the unconverted portion of any Note converted in part during such period.

SECTION 3.03. Payment of Notes Called for Redemption by the Company. If notice of redemption has been given as provided in Section 3.02, the Notes or portion of Notes with respect to which such notice has been given shall, unless converted pursuant to the terms hereof, become due and payable on the date fixed for redemption and at the

place or places stated in such notice at the applicable Redemption Price, after the close of business on the Business Day immediately preceding the redemption date (unless the Company shall default in the payment of such Notes at the Redemption Price) interest shall cease to accrue on such Notes and such Notes shall cease to be convertible and, except as provided in Section 8.05 and Section 13.04, to be entitled to any benefit or security under this Indenture, and the holders thereof shall have no right in respect of such Notes except the right to receive the Redemption Price thereof. On presentation and surrender of such Notes at a place of payment in said notice specified, the said Notes or the specified portions thereof shall be paid and redeemed by the Company at the applicable Redemption Price.

Upon presentation of any Note redeemed in part only, the Company shall execute and the Trustee shall authenticate and make available for delivery to the holder thereof, at the expense of the Company, a new Note or Notes, of authorized denominations, in principal amount equal to the unredeemed portion of the Notes so presented.

If any Note called for redemption shall not be so paid upon surrender thereof for redemption, such Note shall remain convertible until the principal shall have been paid or duly provided for.

SECTION 3.04. Conversion Arrangement on Call for Redemption. In connection with any redemption of Notes, the Company may arrange for the purchase and conversion of any Notes by an agreement with one or more investment banks or other purchasers to purchase such Notes by paying to the Trustee in trust for the Noteholders, on or before the date fixed for redemption, an amount not less than the applicable Redemption Price of such Notes. Notwithstanding anything to the contrary contained in this Article 3, the obligation of the Company to pay the Redemption Price of such Notes shall be deemed to be satisfied and discharged to the extent such amount is so paid by such purchasers. If such an agreement is entered into, a copy of which will be filed with the Trustee prior to the date fixed for redemption, any Notes not duly surrendered for conversion by the holders thereof may, at the option of the Company, be deemed, to the fullest extent permitted by law, acquired by such purchasers from such holders and (notwithstanding anything to the contrary contained in Article 15) surrendered by such purchasers for conversion, all as of immediately prior to the close of business on the date fixed for redemption (and the right to convert any such Notes shall be extended through such time), subject to payment of the above amount as aforesaid. At the direction of the Company, the Trustee shall hold and dispose of any such amount paid to it in the same manner as it would monies deposited with it by the Company for the redemption of Notes. Without the Trustee's prior written consent, no arrangement between the Company and such purchasers for the purchase and conversion of any Notes shall increase or otherwise affect any of the powers, duties, responsibilities or obligations of the Trustee as set forth in this Indenture.

SECTION 3.05. Repurchase at Option of Noteholders Upon a Designated Event. (a) If there shall occur a Designated Event at any time prior to maturity of the Notes, then each Noteholder shall have the right, at such holder's option, to require the Company to repurchase all of such holder's Notes, or any portion thereof that is a

multiple of \$1,000 principal amount, on the date (the “**Designated Event Repurchase Date**”) specified by the Company that is thirty (30) days after the date of the Designated Event Notice (as defined in Section 3.05(b)) of such Designated Event at a cash repurchase price equal to 100% of the principal amount, plus accrued and unpaid interest to, but excluding, the Designated Event Repurchase Date (the “**Designated Event Repurchase Price**”); *provided, however*, that if the Designated Event Repurchase Date falls after a Regular Record Date and on or prior to the corresponding Interest Payment Date, then interest payable on such Interest Payment Date shall be paid on such Interest Payment Date to the holders of record of such Notes on the applicable Regular Record Date instead of the holders surrendering such Notes for repurchase and the Designated Event Repurchase Price payable will be 100% of the principal amount of such Note and will not include any interest. Repurchases of Notes under this Section 3.05 shall be made, at the option of the holder thereof, upon:

(i) delivery to the Trustee (or other paying agent appointed by the Company) by a holder of a duly completed notice (the “**Designated Event Repurchase Notice**”) in the form set forth on the reverse of the Note on or before the close of business on the second Business Day immediately preceding the Designated Event Repurchase Date; and

(ii) delivery or book-entry transfer of the Notes to the Trustee (or other paying agent appointed by the Company) at any time after delivery of the Designated Event Repurchase Notice (together with all necessary endorsements) at the Corporate Trust Office of the Trustee (or other paying agent appointed by the Company) in the Borough of Manhattan as provided in Section 5.02, such delivery being a condition to receipt by the holder of the Designated Event Repurchase Price therefor; *provided* that such Designated Event Repurchase Price shall be so paid pursuant to this Section 3.05 only if the Note so delivered to the Trustee (or other paying agent appointed by the Company) shall conform in all respects to the description thereof in the related Designated Event Repurchase Notice.

The Company shall purchase from the holder thereof, pursuant to this Section 3.05, a portion of a Note, if the principal amount of such portion is \$1,000 or a whole multiple of \$1,000. Provisions of this Indenture that apply to the purchase of all of a Note also apply to the purchase of such portion of such Note.

Any purchase by the Company contemplated pursuant to the provisions of this Section 3.05 shall be consummated by the delivery of the consideration to be received by the holder promptly following the later of the Designated Event Repurchase Date and the time of the book-entry transfer or delivery of the Note.

Notwithstanding anything herein to the contrary, any holder delivering to the Trustee (or other paying agent appointed by the Company) the Designated Event Repurchase Notice contemplated by this Section 3.05 shall have the right to withdraw such Designated Event Repurchase Notice at any time prior to the close of business on the Designated Event Repurchase Date by delivery of a written notice of withdrawal to

the Trustee (or other paying agent appointed by the Company) in accordance with Section 3.05(c) below.

The Trustee (or other paying agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Designated Event Repurchase Notice or written notice of withdrawal thereof.

(b) On or before the 30th day after the occurrence of a Designated Event, the Company or at its written request (which must be received by the Trustee at least five (5) Business Days prior to the date the Trustee is requested to give notice as described below, unless the Trustee shall agree in writing to a shorter period), the Trustee, in the name of and at the expense of the Company, shall mail or cause to be mailed to all holders of record on the date of the Designated Event a notice (the “**Designated Event Notice**”) prepared by the Company of the occurrence of such Designated Event and of the repurchase right at the option of the holders arising as a result thereof. Such notice shall be mailed in the manner and with the effect set forth in the first paragraph of Section 3.02 (without regard for the time limits set forth therein). If the Company shall give such notice, the Company shall also deliver a copy of the Designated Event Notice to the Trustee at such time as it is mailed to Noteholders.

Each Designated Event Notice shall specify the circumstances constituting the Designated Event, the Designated Event Repurchase Date, the price at which the Company shall be obligated to repurchase Notes, that the holder must exercise the repurchase right on or prior to the close of business on the Designated Event Repurchase Date (the “**Designated Event Expiration Time**”), that the holder shall have the right to withdraw any Notes surrendered prior to the Designated Event Expiration Time, a description of the procedure which a Noteholder must follow to exercise such repurchase right and to withdraw any surrendered Notes, the place or places where the holder is to surrender such holder’s Notes, whether, in respect of any Notes converted prior to the Designated Event Repurchase Date, the Company has elected to pay the Net Share Amount in cash pursuant to Section 15.02(c) and the CUSIP number or numbers of the Notes (if then generally in use) and include a form of Designated Event Repurchase Notice.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Noteholders’ repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 3.05.

(c) A Designated Event Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the office of the Trustee (or other paying agent appointed by the Company) in accordance with the Designated Event Repurchase Notice at any time prior to the close of business on the Designated Event Repurchase Date, specifying:

(i) the certificate number, if any, of the Note in respect of which such notice of withdrawal is being submitted, or the appropriate Depository information if the

Note in respect of which such notice of withdrawal is being submitted is represented by a Global Note,

(ii) the principal amount of the Note with respect to which such notice of withdrawal is being submitted, and

(iii) the principal amount, if any, of such Note which remains subject to the original Designated Event Repurchase Notice and which has been or will be delivered for purchase by the Company.

(d) On or prior to the Designated Event Repurchase Date, the Company will deposit with the Trustee (or other paying agent appointed by the Company or if the Company is acting as its own paying agent, set aside, segregate and hold in trust as provided in Section 5.04) an amount of money sufficient to repurchase on the Designated Event Repurchase Date all the Notes to be repurchased on such date at the appropriate Designated Event Repurchase Price; *provided* that if such payment is made on the Designated Event Repurchase Date it must be received by the Trustee or paying agent, as the case may be, by 10:00 a.m. New York City time, on such date. Subject to receipt of funds and/or Notes by the Trustee (or other paying agent appointed by the Company), payment for Notes surrendered for repurchase (and not withdrawn) prior to the Designated Event Expiration Time will be made promptly (but in no event more than five (5) Business Days) following the later of (x) the Designated Event Repurchase Date with respect to such Note (*provided* the holder has satisfied the conditions in this Section 3.05) and (y) the time of delivery of such Note to the Trustee (or other paying agent appointed by the Company) by the holder thereof in the manner required by this Section 3.05) by mailing checks for the amount payable to the holders of such Notes entitled thereto as they shall appear in the Note Register.

If the Trustee (or other paying agent appointed by the Company) holds money sufficient to repurchase on the Designated Event Repurchase Date all the Notes or portions thereof that are to be purchased as of the Designated Event Repurchase Date, then on or after the Designated Event Repurchase Date (i) the Notes will cease to be outstanding, and interest will cease to accrue on the Notes, and (ii) all other rights of the holders of such Notes will terminate, whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee or paying agent, other than the right to receive the Designated Event Repurchase Price upon delivery of the Notes.

(e) In the case of a reclassification, change, consolidation, merger, combination, sale or conveyance to which Section 15.06 applies, in which the Common Stock of the Company is changed or exchanged as a result into the right to receive stock, securities or other property or assets (including cash), which includes shares of Common Stock of the Company or shares of common stock of another Person that are, or upon issuance will be, traded on a United States national securities exchange or approved for trading on an established automated over-the-counter trading market in the United States and such shares constitute at the time such change or exchange becomes effective in excess of 50% of the aggregate Fair Market Value

of such stock, securities or other property or assets (including cash), then the Person formed by such consolidation or resulting from such merger or which acquires such assets, as the case may be, shall execute and deliver to the Trustee a supplemental indenture (accompanied by an Opinion of Counsel that such supplemental indenture complies with the Trust Indenture Act as in force at the date of execution of such supplemental indenture) modifying the provisions of this Indenture relating to the right of holders of the Notes to cause the Company to repurchase the Notes following a Designated Event, including without limitation the applicable provisions of this Section 3.05 and the definitions of Common Stock and Designated Event, as appropriate, as determined in good faith by the Company (which determination shall be conclusive and binding), to make such provisions apply to such other Person if different from the Company and the common stock issued by such Person (in lieu of the Company and the Common Stock of the Company).

(f) To the extent required by applicable law, the Company will comply with the provisions of Rule 13e-4 and any other tender offer rules under the Exchange Act in connection with the repurchase rights of the holders of Notes in the event of a Designated Event.

SECTION 3.06. Repurchase of Notes by the Company at Option of the Noteholder. Unless the Company has elected to redeem all of the Notes in accordance with Section 3.01, Notes shall be purchased by the Company pursuant to the terms of the Notes at the option of the holder on December 15 of 2016 and 2021 (each, a “**Repurchase Date**”), for cash, at a repurchase price of 100% of the principal amount plus accrued and unpaid interest to, but excluding, the Repurchase Date (the “**Repurchase Price**”); *provided, however*, that if the Repurchase Date falls after a Regular Record Date and on or prior to the corresponding Interest Payment Date, then interest payable on such Interest Payment Date shall be paid on such Interest Payment Date to the holders of record of such Notes on the applicable Regular Record Date instead of the holders surrendering such Notes for repurchase and the Repurchase Price payable will be 100% of the principal amount of such Note and will not include any interest; *provided further, however*, that no Notes may be repurchased by the Company pursuant to this Section 3.06 if the principal amount of the Notes has been accelerated and such acceleration has not been rescinded on or prior to the Repurchase Date. Repurchases of Notes under this Section 3.06 shall be made, at the option of the holder thereof, upon:

(a) delivery to the Trustee (or other paying agent appointed by the Company) by a holder of a duly completed notice (the “**Repurchase Notice**”) in the form set forth on the reverse of the Note during the period beginning at any time from the opening of business on the date that is 20 Business Days prior to the Repurchase Date until the close of business on the second Business Day immediately preceding the Repurchase Date; and

(b) delivery or book-entry transfer of the Notes to the Trustee (or other paying agent appointed by the Company) at any time after delivery of the Repurchase Notice (together with all necessary endorsements) at the Corporate Trust Office of the

Trustee (or other paying agent appointed by the Company) in the Borough of Manhattan as provided in Section 5.02, such delivery being a condition to receipt by the holder of the Repurchase Price therefor; *provided* that such Repurchase Price shall be so paid pursuant to this Section 3.06 only if the Note so delivered to the Trustee (or other paying agent appointed by the Company) shall conform in all respects to the description thereof in the related Repurchase Notice.

The Company shall purchase from the holder thereof, pursuant to this Section 3.06, a portion of a Note, if the principal amount of such portion is \$1,000 or a whole multiple of \$1,000. Provisions of this Indenture that apply to the purchase of all of a Note also apply to the purchase of such portion of such Note.

Any purchase by the Company contemplated pursuant to the provisions of this Section 3.06 shall be consummated by the delivery of the consideration to be received by the holder promptly following the later of the Repurchase Date and the time of the book-entry transfer or delivery of the Note.

Notwithstanding anything herein to the contrary, any holder delivering to the Trustee (or other paying agent appointed by the Company) a Repurchase Notice contemplated by this Section 3.06 shall have the right to withdraw such Repurchase Notice at any time prior to the close of business on the Repurchase Date by delivery of a written notice of withdrawal to the Trustee (or other paying agent appointed by the Company) in accordance with Section 3.08.

The Trustee (or other paying agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Repurchase Notice or written notice of withdrawal thereof.

SECTION 3.07. Company Repurchase Notice.

(a) The Notes to be repurchased on any Repurchase Date pursuant to Section 3.06 will be paid for in cash.

Unless the Company has elected to redeem all of the Notes in accordance with Section 3.01, at least three Business Days before the Company Repurchase Notice Date, the Company shall deliver an Officers' Certificate to the Trustee specifying:

- (i) the information required by Section 3.07(b) in the Company Repurchase Notice, and
- (ii) whether the Company desires the Trustee to give the Company Repurchase Notice required by Section 3.07(b).

(b) Unless the Company has elected to redeem all of the Notes in accordance with Section 3.01, in connection with any repurchase of Notes, the Company shall, no less than 20 Business Days prior to the Repurchase Date (the "**Company Repurchase Notice Date**"), give notice to holders at their addresses shown in the Note Register setting forth information specified in this Section 3.07(b) (the

“**Company Repurchase Notice**”). The Company will also give notice to beneficial owners as required by applicable law.

The Company Repurchase Notice shall:

- (1) state the Repurchase Price and the Repurchase Date to which the Company Repurchase Notice relates;
- (2) include a form of Repurchase Notice;
- (3) state the name and address of the Trustee (or other paying agent appointed by the Company);
- (4) state that Notes must be surrendered to the Trustee (or other paying agent appointed by the Company) to collect the Repurchase Price;
- (5) state that Notes as to which a Repurchase Notice has been given may be converted only if the Repurchase Notice is withdrawn in accordance with the terms of this Indenture; and
- (6) state the CUSIP number of the Notes.

The Company Repurchase Notice may be given by the Company or, at the Company’s request, the Trustee shall give such Company Repurchase Notice in the Company’s name and at the Company’s expense.

(c) To the extent required by applicable law, the Company will comply with the provisions of Rule 13e-4 and any other tender offer rules under the Exchange Act in connection with the repurchase rights of the holders of Notes.

SECTION 3.08. Effect of Repurchase Notice. Upon receipt by the Trustee (or other paying agent appointed by the Company) of the Repurchase Notice specified in Section 3.06, the holder of the Note in respect of which such Repurchase Notice was given shall (unless such Repurchase Notice is validly withdrawn) thereafter be entitled to receive solely the Repurchase Price with respect to such Note. Such Repurchase Price shall be paid to such holder, subject to receipt of funds and/or Notes by the Trustee (or other paying agent appointed by the Company), promptly following the later of (x) the Repurchase Date with respect to such Note (*provided* the holder has satisfied the conditions in Section 3.06) and (y) the time of delivery of such Note to the Trustee (or other paying agent appointed by the Company) by the holder thereof in the manner required by Section 3.06. Notes in respect of which a Repurchase Notice has been given by the holder thereof may not be converted pursuant to Article 15 hereof on or after the date of the delivery of such Repurchase Notice unless such Repurchase Notice has first been validly withdrawn.

A Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the office of the Trustee (or other paying agent appointed by the

Company) in accordance with the Repurchase Notice at any time prior to the close of business on the Repurchase Date, specifying:

- (a) the certificate number, if any, of the Note in respect of which such notice of withdrawal is being submitted, or the appropriate Depository information if the Note in respect of which such notice of withdrawal is being submitted is represented by a Global Note,
- (b) the principal amount of the Note with respect to which such notice of withdrawal is being submitted, and
- (c) the principal amount, if any, of such Note which remains subject to the original Repurchase Notice and which has been or will be delivered for repurchase by the Company.

SECTION 3.09. Deposit of Repurchase Price. (a) Prior to 10:00 a.m. New York City Time on the Repurchase Date, the Company shall deposit with the Trustee (or other paying agent appointed by the Company; or, if the Company or a Subsidiary or an Affiliate of either of them is acting as the paying agent, shall segregate and hold in trust as provided in Section 5.04) an amount of cash (in immediately available funds if deposited on such Business Day), sufficient to pay the aggregate Repurchase Price of all the Notes or portions thereof that are to be purchased as of the Repurchase Date.

(a) If the Trustee or other paying agent appointed by the Company, or the Company or a Subsidiary or Affiliate of either of them, if such entity is acting as the paying agent, holds cash sufficient to pay the aggregate Repurchase Price of all the Notes, or portions thereof that are to be repurchased as of the Repurchase Date, on or after the Repurchase Date (i) the Notes will cease to be outstanding and interest will cease to accrue, and (ii) all other rights of the holders of such Notes will terminate, whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee or paying agent, other than the right to receive the Repurchase Price upon delivery of the Notes.

SECTION 3.10. Notes Repurchased in Part. Upon presentation of any Note repurchased pursuant to Section 3.05 or 3.06, as the case may be, only in part, the Company shall execute and the Trustee shall authenticate and make available for delivery to the holder thereof, at the expense of the Company, a new Note or Notes, of any authorized denomination, in aggregate principal amount equal to the unreurchased portion of the Notes presented.

SECTION 3.11. Repayment to the Company. The Trustee (or other paying agent appointed by the Company) shall return to the Company any cash or money that remains unclaimed as provided in Section 13.04 held by them for the payment of the Designated Event Repurchase Price pursuant to Section 3.05 or the Repurchase Price pursuant to Section 3.06, as the case may be; *provided* that to the extent that the aggregate amount of cash or money deposited by the Company pursuant to Section 3.05(d) or Section 3.09, as the case may be, exceeds the aggregate Designated Event Repurchase Price or the

Repurchase Price, as the case may be, of the Notes or portions thereof which the Company is obligated to purchase as of the Designated Event Repurchase Date or the Repurchase Date, as the case may be, then, unless otherwise agreed in writing with the Company, promptly after the Business Day following the Designated Event Repurchase Date or the Repurchase Date, as the case may be, the Trustee shall return any such excess to the Company together with interest, if any, thereon.

ARTICLE 4
[INTENTIONALLY OMITTED]

ARTICLE 5
PARTICULAR COVENANTS OF THE COMPANY

SECTION 5.01. Payment of Principal, Premium and Interest. The Company covenants and agrees that it will cause to be paid the principal of, premium, if any, and accrued and unpaid interest on each of the Notes and if applicable, payment of the Conversion Obligation and Additional Shares, at the places, at the respective times and in the manner provided herein and in the Notes. The Company shall, to the fullest extent permitted by law, pay interest on overdue payments of principal (whether at maturity or in connection with any redemption, repurchase or otherwise) or interest at a rate of 1.00% per annum above the otherwise applicable interest rate on the Notes from the required payment date of such overdue payment.

SECTION 5.02. Maintenance of Office or Agency. The Company will maintain an office or agency in the Borough of Manhattan, The City of New York, where the Notes may be surrendered for registration of transfer or exchange or for presentation for payment or for conversion, redemption or repurchase and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency not designated or appointed by the Trustee. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office.

The Company may also from time to time designate co-registrars and one or more offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations. The Company will give prompt written notice of any such designation or rescission and of any change in the location of any such other office or agency.

The Company hereby initially designates the Trustee as paying agent, Note Registrar, Custodian and conversion agent and each of the Corporate Trust Office and the office or agency of the Trustee, shall be considered as one such office or agency of the Company for each of the aforesaid purposes.

So long as the Trustee is the Note Registrar, the Trustee agrees to mail, or cause to be mailed, the notices set forth in Section 8.10 and the third paragraph of Section 8.11.

If co-registrars have been appointed in accordance with this Section, the Trustee shall mail such notices only to the Company and the holders of Notes it can identify from its records.

SECTION 5.03. Appointments to Fill Vacancies in Trustee's Office. The Company, whenever necessary to avoid or fill a vacancy in the office of Trustee, will appoint, in the manner provided in Section 8.10, a Trustee, so that there shall at all times be a Trustee hereunder.

SECTION 5.04. Provisions as to Paying Agent. (a) If the Company shall appoint a paying agent other than the Trustee, or if the Trustee shall appoint such a paying agent, the Company will cause such paying agent to execute and deliver to the Trustee an instrument in which such agent shall agree with the Trustee, subject to the provisions of this Section 5.04:

(1) that it will hold all sums held by it as such agent for the payment of the principal of the Notes (whether such sums have been paid to it by the Company or by any other obligor on the Notes) in trust for the benefit of the holders of the Notes;

(2) that it will give the Trustee notice of any failure by the Company (or by any other obligor on the Notes) to make any payment of the principal of the Notes when the same shall be due and payable; and

(3) that at any time during the continuance of an Event of Default, upon request of the Trustee, it will forthwith pay to the Trustee all sums so held in trust.

The Company shall, on or before each due date of the principal of, or premium, if any, or interest on the Notes, deposit with the paying agent a sum in funds which are immediately available on the due date for such payment sufficient to pay such principal, premium, if any, or interest and (unless such paying agent is the Trustee) the Company will promptly notify the Trustee of any failure to take such action; *provided* that if such deposit is made on the due date, such deposit shall be received by the paying agent by 10:00 a.m. New York City time, on such date.

(b) If the Company shall act as its own paying agent, it will, on or before each due date of the principal of, premium, if any, and interest on the Notes, set aside, segregate and hold in trust for the benefit of the holders of the Notes a sum sufficient to pay such principal, premium, if any, and interest so becoming due and will notify the Trustee in writing of any failure to take such action and of any failure by the Company (or any other obligor under the Notes) to make any payment of the principal of, premium, if any, and interest on the Notes when the same shall become due and payable.

(c) Anything in this Section 5.04 to the contrary notwithstanding, the Company may, at any time, for the purpose of obtaining a satisfaction and discharge of this Indenture, or for any other reason, pay or cause to be paid to the Trustee all sums held in trust by the Company or any paying agent hereunder as required by this

Section 5.04, such sums to be held by the Trustee upon the trusts herein contained and upon such payment by the Company or any paying agent to the Trustee, the Company or such paying agent shall be released from all further liability with respect to such sums.

(d) Anything in this Section 5.04 to the contrary notwithstanding, the agreement to hold sums in trust as provided in this Section 5.04 is subject to Sections 13.03 and 13.04.

(e) The Trustee shall not be responsible for the actions of any other paying agents (including the Company if acting as its own paying agent) and shall have no control of any funds held by such other paying agents.

SECTION 5.05. Rule 144A Information Requirement. If and to the extent applicable from time to time with respect to Additional Notes, the Company covenants and agrees that it shall, during any period in which it is not subject to Section 13 or 15(d) under the Exchange Act, make available to any holder or beneficial holder of Notes or any Common Stock issued upon conversion thereof which continue to be Restricted Securities in connection with any sale thereof and any prospective purchaser of Notes or such Common Stock designated by such holder or beneficial holder, the information required pursuant to Rule 144A(d) (4) under the Securities Act upon the request of any holder or beneficial holder of the Notes or such Common Stock and it will take such further action as any holder or beneficial holder of such Notes or such Common Stock may reasonably request, all to the extent required from time to time to enable such holder or beneficial holder to sell its Notes or Common Stock without registration under the Securities Act within the limitation of the exemption provided by Rule 144A, as such Rule may be amended from time to time. Upon the request of any holder or any beneficial holder of the Notes or such Common Stock, the Company will deliver to such holder a written statement as to whether it has complied with such requirements.

SECTION 5.06. Compliance Certificate. The Company shall deliver to the Trustee within 120 days after the end of each fiscal year of the Company an Officers' Certificate stating that in the course of the performance by the signers of their duties as Officers of the Company they would normally have knowledge of any Default and whether or not the signers know of any Default that occurred during such period. If they do, the certificate shall describe the Default, its status and what action the Company is taking or proposes to take with respect thereto. The Company and each Note Guarantor also shall comply with Section 314(a)(4) of the Trust Indenture Act.

SECTION 5.07. Further Instruments and Acts. Upon request of the Trustee, the Company shall execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

SECTION 5.08. Future Note Guarantors. So long as any Notes remain outstanding, if any Subsidiary of the Company enters into or has an outstanding

Guarantee of any Indebtedness evidenced by any outstanding Designated Notes, then the Company shall cause such Subsidiary to become a Note Guarantor, and, if applicable, execute and deliver to the Trustee a supplemental indenture pursuant to which such Subsidiary will Guarantee payment of the Notes. Each Note Guarantee shall be limited to an amount not to exceed the maximum amount that can be Guaranteed by that Subsidiary without rendering the Note Guarantee, as it relates to such Subsidiary, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

SECTION 5.09. Senior Subordinated Indebtedness; Limitations on Liens. The Company shall not Incur any Indebtedness if such Indebtedness is subordinated or junior in right of payment to any Senior Indebtedness unless such Indebtedness is Senior Subordinated Indebtedness or is expressly subordinated in right of payment to Senior Subordinated Indebtedness. In addition, the Company shall not Incur any Secured Indebtedness that is not Senior Indebtedness unless contemporaneously therewith effective provision is made to secure the Notes equally and ratably with (or on a senior basis to, in the case of Indebtedness subordinated in right of payment to the Notes) such Secured Indebtedness for so long as such Secured Indebtedness is secured by a Lien. A Note Guarantor shall not Incur any Indebtedness if such Indebtedness is by its terms expressly subordinated or junior in right of payment to any Senior Indebtedness of such Note Guarantor unless such Indebtedness is Senior Subordinated Indebtedness of such Note Guarantor or is expressly subordinated in right of payment to Senior Subordinated Indebtedness of such Note Guarantor. In addition, a Note Guarantor shall not Incur any Secured Indebtedness that is not Senior Indebtedness of such Note Guarantor unless contemporaneously therewith effective provision is made to secure the Note Guarantee of such Note Guarantor equally and ratably with (or on a senior basis to, in the case of Indebtedness subordinated in right of payment to such Note Guarantee) such Secured Indebtedness for as long as such Secured Indebtedness is secured by a Lien.

ARTICLE 6
NOTEHOLDERS' LISTS AND REPORTS
BY THE COMPANY AND THE TRUSTEE

SECTION 6.01. Noteholders' Lists. The Company and each Note Guarantor covenants and agrees that it will furnish or cause to be furnished to the Trustee, semiannually, not more than fifteen (15) days after each June 1 and December 1 in each year beginning with June 1, 2012, and at such other times as the Trustee may request in writing, a list in such form as the Trustee may reasonably require of the names and addresses of the holders of Notes, except that no such list need be furnished by the Company or any Note Guarantor to the Trustee so long as the Trustee is acting as the sole Note Registrar.

SECTION 6.02. Preservation and Disclosure of Lists. (a) The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the holders of Notes contained in the most recent list furnished to it as provided in Section 6.01 or maintained by the Trustee in its capacity as Note Registrar or

co-registrar in respect of the Notes, if so acting. The Trustee may destroy any list furnished to it as provided in Section 6.01 upon receipt of a new list so furnished.

(a) The rights of Noteholders to communicate with other holders of Notes with respect to their rights under this Indenture or under the Notes, and the corresponding rights and duties of the Trustee, shall be as provided by the Trust Indenture Act.

(b) Every Noteholder, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee nor any agent of either of them shall be held accountable by reason of any disclosure of information as to names and addresses of holders of Notes made pursuant to the Trust Indenture Act.

SECTION 6.03. Reports by Trustee. (a) Within sixty (60) days after May 15 of each year commencing with the year 2012, the Trustee shall transmit to holders of Notes such reports dated as of May 15 of the year in which such reports are made concerning the Trustee and its actions under this Indenture as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant thereto. In the event that no events have occurred under the applicable sections of the Trust Indenture Act, the Trustee shall be under no duty or obligation to provide such reports.

(a) A copy of such report shall, at the time of such transmission to holders of Notes, be filed by the Trustee with each stock exchange and automated quotation system upon which the Notes are listed (if applicable), with the Commission and with the Company. The Company will promptly notify the Trustee in writing when the Notes are listed on any stock exchange or automated quotation system or delisted therefrom.

SECTION 6.04. Reports by Company. If at any time the Company is no longer subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company shall provide the Trustee and Noteholders within 15 days after it files them with the Commission (or would be required to file with the Commission), copies of its annual report and the information, documents and other reports that are specified in Section 13 and 15(d) of the Exchange Act of 1934, as amended (collectively, the “**Required Information**”); *provided, however*, that if any of the Required Information is filed with the Commission, the Company shall only be required to provide the Trustee copies of such Required Information. In addition, the Company shall furnish to the Trustee, promptly upon their becoming available, copies of the annual report to shareholders and any other information provided by the Company to its public shareholders generally. The Company and the Note Guarantors also shall comply with the other provisions of Section 314(a) of the Trust Indenture Act.

ARTICLE 7
REMEDIES OF THE TRUSTEE AND NOTEHOLDERS
ON AN EVENT OF DEFAULT

SECTION 7.01. Events of Default. In case one or more of the following Events of Default (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) shall have occurred and be continuing:

(a) default in any payment of interest on any Note when due and payable and such default continues for a period of 30 days, whether or not such payment shall be prohibited by Article 16; or

(b) default in the payment of the principal of any of the Notes as and when the same shall become due and payable either at maturity or in connection with any redemption, repurchase or otherwise, in each case pursuant to Article 3 whether or not such payment, redemption or purchase shall be prohibited by Article 16; or

(c) default in the Company's obligation to provide a Designated Event Notice upon a Designated Event as provided in Section 3.05 within the time period specified in Section 3.05(b); or

(d) the failure by the Company or any Note Guarantor to comply with Section 5.08 or 5.09 and such failure continues for 30 days after the notice specified below; or

(e) the failure of the Company or any Note Guarantor to comply with Article 12; or

(f) failure on the part of the Company or any Note Guarantor to comply with any of its agreements in the Notes or this Indenture (other than those referred to in (a), (b), (c) or (d) above) and such failure continues for 60 days after the notice specified below; or

(g) the failure by the Company to deliver the consideration payable under Article 15 upon conversion of the Notes within the time period specified in Section 15.02 and 15.10, and such failure continues for a period of 5 days after the notice specified below; or

(h) Indebtedness of the Company or any Restricted Subsidiary is not paid within any applicable grace period after final maturity or the acceleration by the holders thereof because of a default and the total amount of such Indebtedness unpaid or accelerated exceeds \$25 million or its foreign currency equivalent at the time and such failure continues for 10 days after the notice specified below; or

(i) the Company or any Significant Subsidiary pursuant to or within the meaning of any bankruptcy law:

- (1) commences a voluntary case;
 - (2) consents to the entry of an order for relief against it in an involuntary case;
 - (3) consents to the appointment of a custodian of it or for any substantial part of its property; or
 - (4) makes a general assignment for the benefit of its creditors; or takes any comparable action under any foreign law relating to insolvency; or
- (j) A court of competent jurisdiction enters an order or decree under any bankruptcy law that:
- (1) is for relief against the Company or any Significant Subsidiary in an involuntary case;
 - (2) appoints a Custodian of the Company or any Significant Subsidiary or for any substantial part of its property;
 - (3) orders the winding up or liquidation of the Company or any Significant Subsidiary; or
- (k) with respect to any judgment or decree for the payment of money in excess of \$25 million or its foreign currency equivalent against the Company or any Restricted Subsidiary (i) an enforcement proceeding is commenced thereon by any creditor if such judgment or decree is final and nonappealable and the Company or such Restricted Subsidiary, as applicable, fails to stay such proceeding within 10 days thereafter or (ii) the Company or such Restricted Subsidiary, as applicable, fails to pay such judgment or decree, which judgment or decree has remained outstanding for a period of 60 days following the entry of such judgment or decree without being paid, discharged, waived or stayed; or
- (l) any Note Guarantee of any Significant Subsidiary ceases to be in full force and effect (except as contemplated by the terms thereof) or any Significant Subsidiary that is a Note Guarantor or Person acting by or on behalf of such Significant Subsidiary denies or disaffirms such Significant Subsidiary's obligations under this Indenture or any Note Guarantee and such Default continues for 10 days after receipt of the notice specified in this Indenture;

then, and in each and every such case (other than an Event of Default specified in Section 7.01(i) or 7.01(j)), unless the principal of all of the Notes shall have already become due and payable, either the Trustee or the holders of not less than twenty-five percent (25%) in aggregate principal amount of the Notes then outstanding hereunder determined in accordance with Section 9.04, by notice in writing to the Company (and to the Trustee if given by Noteholders), may declare 100% of the principal and accrued and unpaid interest on all the Notes to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in

this Indenture or in the Notes contained to the contrary notwithstanding. If an Event of Default specified in Section 7.01(i) or 7.01(j) or occurs, the principal of and accrued and unpaid interest on all the Notes shall be immediately and automatically due and payable without necessity of further action. This provision, however, is subject to the conditions that if, at any time after the principal of the Notes shall have been so declared due and payable, and before any judgment or decree for the payment of the monies due shall have been obtained or entered as hereinafter provided, the Company shall pay or shall deposit with the Trustee a sum sufficient to pay installments of accrued and unpaid interest upon all Notes and the principal (with interest on all such amounts that are overdue at the rate of 1.00% per annum above the otherwise applicable interest rate on the Notes) and amounts due to the Trustee pursuant to Section 8.06, and if any and all defaults under this Indenture, other than the nonpayment of principal and accrued and unpaid interest of which shall have become due by acceleration, shall have been cured or waived pursuant to Section 7.07, then and in every such case the holders of a majority in aggregate principal amount of the Notes then outstanding, by written notice to the Company and to the Trustee, may waive all Defaults or Events of Default and rescind and annul such declaration and its consequences; but no such waiver or rescission and annulment shall extend to or shall affect any subsequent Default or Event of Default, or shall impair any right consequent thereon. A Default under (d), (f), (g), (h) or (l) above is not an Event of Default until the Trustee notifies the Company or the Noteholders of at least 25% in principal amount of the outstanding Notes notify the Company and the Trustee of the Default and the Company or the relevant Note Guarantor, as applicable, do not cure such Default within the time specified after receipt of such notice. Such notice must specify the Default, demand that it be remedied and state that such notice is a “**Notice of Default**”. The Company shall notify in writing a Responsible Officer of the Trustee, promptly upon becoming aware thereof, of any Event of Default. The Company and the Note Guarantors shall deliver to the Trustee, within 30 days after the occurrence thereof, written notice in the form of an Officers’ Certificate of any event which with the giving of notice or the lapse of time would become an Event of Default under clauses (d), (e), (f), (h), (k) or (l), its status and what action the Company and the Note Guarantors are taking or propose to take with respect thereto.

Notwithstanding the foregoing provisions, to the extent elected by the Company, the sole remedy of holders of the Notes for an Event of Default relating to the failure to file any documents or reports that the Company is required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act and for any failure to comply with the requirements of Section 314(a)(1) of the Trust Indenture Act or of Section 6.04 of this Indenture, will for the first 220 days after the occurrence of such an Event of Default consist exclusively of the right to receive an extension fee on the Notes in an amount equal to 1.00% of the principal amount of the Notes. If the Company so elects, the extension fee will be payable on all outstanding Notes on the date on which an Event of Default relating to a failure to comply with the reporting obligations referred to in the immediately preceding sentence first occurs, which will be the 60th day after a Notice of Default is provided to the Company by the Trustee or the holders of at least 25% in principal amount of the Notes of its failure to so comply. On the 220th day after such Event of Default (if such Event of Default is not cured or waived prior to such 220th day), the Notes will be subject to acceleration as provided above. The provisions of this

paragraph will not affect the rights of holders of Notes in the event of the occurrence of any other Event of Default. In the event the Company does not elect to pay the extension fee upon an Event of Default in accordance with the provisions of this paragraph, the Notes will be due and payable on the 60th day after the relevant Notice of Default.

In order to elect to pay the extension fee as the sole remedy during the first 220 days after the occurrence of an Event of Default relating to the failure to comply with the reporting obligations referred to in the immediately preceding paragraph, the Company must notify all holders of Notes and the Trustee and paying agent of such election and the aggregate amount of such extension fee on or before the close of business on the date on which such Event of Default occurs, which will be the 60th day after notice to the Company of its failure to so comply.

Notwithstanding the provisions of Section 15.05(n), the failure by the Company to adjust the Conversion Rate pursuant to the terms of Section 15.05 shall constitute an Event of Default pursuant to the terms of this Section 7.01.

In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned because of such waiver or rescission and annulment or for any other reason or shall have been determined adversely to the Trustee, then and in every such case the Company, the holders of Notes, and the Trustee shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Company, the holders of Notes, and the Trustee shall continue as though no such proceeding had been taken.

SECTION 7.02. Payments of Notes on Default; Suit Therefor. The Company and each Note Guarantor covenants that in case default shall be made in the payment of the principal of, or accrued and unpaid interest on, any of the Notes as and when the same shall have become due and payable, whether at maturity of the Notes or in connection with any redemption or repurchase, by or under this Indenture declaration or otherwise, then, upon demand of the Trustee, the Company or such Note Guarantor, is applicable, will pay to the Trustee, for the benefit of the holders of the Notes, the whole amount that then shall have become due and payable on all such Notes for principal and accrued and unpaid interest, with interest upon the overdue amounts at the rate of 1.00% per annum above the otherwise applicable interest rate on the Notes from the required payment date and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including reasonable compensation to the Trustee, its agents, attorneys and counsel, and all other amounts due the Trustee under Section 8.06. Until such demand by the Trustee, the Company may pay the principal of, and interest on, the Notes to the registered holders, whether or not the Notes are overdue.

In case the Company or any Note Guarantor shall fail forthwith to pay such amounts upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any actions or proceedings at law or in equity for the collection of the sums so due and unpaid, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final decree against the Company, any Note Guarantor or any other obligor on the Notes

and collect in the manner provided by law out of the property of the Company, any Note Guarantor or any other obligor on the Notes wherever situated the monies adjudged or decreed to be payable.

In case there shall be pending proceedings for the bankruptcy or for the reorganization of the Company, any Note Guarantor or any other obligor on the Notes under Title 11 of the United States Code, or any other applicable law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Company, such Note Guarantor or such other obligor, the property of the Company, such Note Guarantor or such other obligor, or in the case of any other judicial proceedings relative to the Company, such Note Guarantor or such other obligor upon the Notes, or to the creditors or property of the Company, such Note Guarantor or such other obligor, the Trustee, irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand pursuant to the provisions of this Section 7.02, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount of principal and interest owing and unpaid in respect of the Notes, and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and of the Noteholders allowed in such judicial proceedings relative to the Company or any other obligor on the Notes, its or their creditors, or its or their property, and to collect and receive any monies or other property payable or deliverable on any such claims, and to distribute the same after the deduction of any amounts due the Trustee under Section 8.06, and to take any other action with respect to such claims, including participating as a member of any official committee of creditors, as it reasonably deems necessary or advisable, and, unless prohibited by law or applicable regulations, and any receiver, assignee or trustee in bankruptcy or reorganization, liquidator, custodian or similar official is hereby authorized by each of the Noteholders to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the Noteholders, to pay to the Trustee any amount due it for reasonable compensation, expenses, advances and disbursements, including counsel fees and expenses incurred by it up to the date of such distribution. To the extent that such payment of reasonable compensation, expenses, advances and disbursements out of the estate in any such proceedings shall be denied for any reason, payment of the same shall be secured by a lien on, and shall be paid out of, any and all distributions, dividends, monies, securities and other property which the holders of the Notes may be entitled to receive in such proceedings, whether in liquidation or under any plan of reorganization or arrangement or otherwise.

All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Trustee without the possession of any of the Notes, or the production thereof at any trial or other proceeding relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the holders of the Notes.

In any proceedings brought by the Trustee (and in any proceedings involving the interpretation of any provision of this Indenture to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Notes, and it shall not be necessary to make any holders of the Notes parties to any such proceedings.

SECTION 7.03. Application of Monies Collected by Trustee. Any monies collected by the Trustee pursuant to this Article 7 shall be applied in the order following, at the date or dates fixed by the Trustee for the distribution of such monies, upon presentation of the several Notes, and stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

FIRST: To the payment of all amounts due the Trustee under Section 8.06;

SECOND: To holders of Senior Indebtedness of the Company to the extent required by Article 16 and the holders of Senior Indebtedness of the Note Guarantors to the extent required by Article 18;

THIRD: In case the principal of the outstanding Notes shall have become due, by declaration or otherwise, and be unpaid, to the payment of the whole amount (including, if applicable, payments in respect of the Conversion Obligation and Additional Shares) then owing and unpaid upon the Notes for principal and premium, if any, with interest on the overdue principal and premium, if any, and (to the extent that such interest has been collected by the Trustee) upon overdue payments of principal or interest and any interest payable pursuant to Section 5.01 at the rate of 1.00% per annum above the otherwise applicable interest rate on the Notes, and in case such monies shall be insufficient to pay in full the whole amounts so due and unpaid upon the Notes, then to the payment of such principal and premium, if any, and interest without preference or priority of principal and premium, if any, over interest, or of interest over principal and premium, if any, or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably to the aggregate of such principal and premium, if any, and accrued and unpaid interest; and

FOURTH: To the payment of the remainder, if any, to the Company.

SECTION 7.04. Proceedings by Noteholder. No holder of any Note shall have any right by virtue of or by reference to any provision of this Indenture to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Indenture, or for the appointment of a receiver, trustee, liquidator, custodian or other similar official, or for any other remedy hereunder, unless such holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof, as hereinbefore provided, and unless also the holders of not less than twenty-five percent (25%) in aggregate principal amount of the Notes then outstanding shall have made written request upon the Trustee to institute such action, suit or proceeding in its own name as Trustee hereunder and shall have offered to the Trustee such reasonable security or indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee for sixty (60) days after its receipt of such notice, request and offer of indemnity, shall have neglected or refused to institute any

such action, suit or proceeding and no direction inconsistent with such written request shall have been given to the Trustee pursuant to Section 7.07; it being understood and intended, and being expressly covenanted by the taker and holder of every Note with every other taker and holder and the Trustee, that no one or more holders of Notes shall have any right in any manner whatever by virtue of or by reference to any provision of this Indenture to affect, disturb or prejudice the rights of any other holder of Notes, or to obtain or seek to obtain priority over or preference to any other such holder, or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all holders of Notes (except as otherwise provided herein). For the protection and enforcement of this Section 7.04 each and every Noteholder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Notwithstanding any other provision of this Indenture and any provision of any Note, the right of any holder of any Note to receive payment of the principal of, and accrued and unpaid interest on, such Note (including the Redemption Price upon redemption pursuant to Article 3), on or after the respective due dates expressed in such Note or in the event of redemption, or to institute suit for the enforcement of any such payment on or after such respective dates against the Company shall not be impaired or affected without the consent of such holder.

Anything in this Indenture or the Notes to the contrary notwithstanding, the holder of any Note, without the consent of either the Trustee or the holder of any other Note, on its own behalf and for its own benefit, may enforce, and may institute and maintain any proceeding suitable to enforce, its rights of conversion as provided herein.

SECTION 7.05. Proceedings by Trustee. In case of an Event of Default, the Trustee may, in its discretion, proceed to protect and enforce the rights vested in it by this Indenture by such appropriate judicial proceedings as are necessary to protect and enforce any of such rights, either by suit in equity or by action at law or by proceeding in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Indenture or in aid of the exercise of any power granted in this Indenture, or to enforce any other legal or equitable right vested in the Trustee by this Indenture or by law.

SECTION 7.06. Remedies Cumulative and Continuing. Except as provided in Section 2.06, all powers and remedies given by this Article 7 to the Trustee or to the Noteholders shall, to the extent permitted by law, be deemed cumulative and not exclusive of any thereof or of any other powers and remedies available to the Trustee or the holders of the Notes, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements contained in this Indenture, and no delay or omission of the Trustee or of any holder of any of the Notes to exercise any right or power accruing upon any Default or Event of Default occurring and continuing as aforesaid shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein, and, subject to the provisions of Section 7.04, every power and remedy given by this Article 7 or by law to the Trustee or to the Noteholders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the Noteholders.

SECTION 7.07. Direction of Proceedings and Waiver of Defaults by Majority of Noteholders. The holders of a majority in aggregate principal amount of the Notes at the time outstanding determined in accordance with Section 9.04 shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee; *provided* that (a) such direction shall not be in conflict with any rule of law or with this Indenture, (b) the Trustee may take any other action which is not inconsistent with such direction, (c) the Trustee may decline to take any action that would benefit some Noteholder to the detriment of other Noteholders and (d) the Trustee may decline to take any action that would involve the Trustee in personal liability. The holders of a majority in aggregate principal amount of the Notes at the time outstanding determined in accordance with Section 9.04 may, on behalf of the holders of all of the Notes, waive any past Default or Event of Default hereunder and its consequences except (i) a default in the payment of interest on, or the principal of, the Notes when due which has not been cured pursuant to the provisions of Section 7.01, (ii) a default in the payment of the Redemption Price pursuant to Article 3, (iii) a default in the payment of the Designated Event Repurchase Price or Repurchase Price pursuant to Article 3 or (iv) a default in respect of a covenant or provisions hereof which under Article 11 cannot be modified or amended without the consent of the holders of each or all Notes then outstanding or affected thereby. Upon any such waiver, the Company, the Trustee and the holders of the Notes shall be restored to their former positions and rights hereunder; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon. Whenever any Default or Event of Default hereunder shall have been waived as permitted by this Section 7.07, said Default or Event of Default shall for all purposes of the Notes and this Indenture be deemed to have been cured and to be not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

SECTION 7.08. Notice of Defaults. The Trustee shall, within the earlier of thirty (30) days after a Responsible Officer of the Trustee has actual knowledge of the occurrence of a default or ninety (90) days after it occurs, mail to all Noteholders, as the names and addresses of such holders appear upon the Note Register and as otherwise required in Section 313(c) of the Trust Indenture Act, notice of all defaults known to a Responsible Officer, unless such defaults shall have been cured or waived before the giving of such notice; *provided* that except in the case of default in the payment of the principal or interest on any of the Notes, the Trustee shall be protected in withholding such notice if and so long as a trust committee of directors and/or Responsible Officers of the Trustee in good faith determines that the withholding of such notice is in the interests of the Noteholders.

SECTION 7.09. Undertaking to Pay Costs. All parties to this Indenture agree, and each holder of any Note by his acceptance thereof shall be deemed to have agreed, that any court may, in its discretion, require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit,

having due regard to the merits and good faith of the claims or defenses made by such party litigant; *provided* that the provisions of this Section 7.09 (to the extent permitted by law) shall not apply to any suit instituted by the Trustee, to any suit instituted by any Noteholder, or group of Noteholders, holding in the aggregate more than 10% in principal amount of the Notes at the time outstanding determined in accordance with Section 9.04, or to any suit instituted by any Noteholder for the enforcement of the payment of the principal of or interest, if any, on any Note on or after the due date expressed in such Note or to any suit for the enforcement of the right to convert any Note in accordance with the provisions of Article 15.

ARTICLE 8
THE TRUSTEE

SECTION 8.01. Duties and Responsibilities of Trustee. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(a) prior to the occurrence of an Event of Default and after the curing or waiving of all Events of Default which may have occurred:

(i) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture and the Trust Indenture Act, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture and no implied covenants, duties or obligations shall be read into this Indenture and the Trust Indenture Act against the Trustee; and

(ii) in the absence of bad faith and willful misconduct on the part of the Trustee, the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but, in the case of any such certificates or opinions which by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein;

(b) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Trustee, unless the Trustee was negligent in ascertaining the pertinent facts;

(c) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the written direction of the holders of not less than a majority in principal amount of the Notes at the time outstanding determined as provided in Section 9.04 relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(d) whether or not therein provided, every provision of this Indenture relating to the conduct or affecting the liability of, or affording protection to, the Trustee shall be subject to the provisions of this Section;

(e) the Trustee shall not be liable in respect of any payment (as to the correctness of amount, entitlement to receive or any other matters relating to payment) or notice effected by the Company or any paying agent or any records maintained by any co-registrar with respect to the Notes;

(f) if any party fails to deliver a notice relating to an event the fact of which, pursuant to this Indenture, requires notice to be sent to the Trustee, the Trustee may conclusively rely on its failure to receive such notice as reason to act as if no such event occurred; and

(g) the Trustee shall not be deemed to have knowledge of any Event of Default hereunder unless it shall have been notified in writing of such Event of Default by the Company or the holders of at least 10% in aggregate principal amount of the Notes.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

SECTION 8.02. Reliance on Documents, Opinions, Etc. Except as otherwise provided in Section 8.01:

(a) the Trustee may conclusively rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, note, coupon or other paper or document (whether in its original or facsimile form) believed by it in good faith to be genuine and to have been signed or presented by the proper party or parties;

(b) any request, direction, order or demand of the Company mentioned herein shall be sufficiently evidenced by an Officers' Certificate (unless other evidence in respect thereof be herein specifically prescribed); and any resolution of the Board of

Directors may be evidenced to the Trustee by a copy thereof certified by the Secretary or an Assistant Secretary of the Company;

(c) the Trustee may consult with counsel of its own selection and any advice or Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or Opinion of Counsel;

(d) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Noteholders pursuant to the provisions of this Indenture, unless such Noteholders shall have offered to the Trustee reasonable security or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby;

(e) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document, but the Trustee may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, personally or by agent or attorney at the expense of the Company, and shall incur no liability of any kind by reason of such inquiry or investigation;

(f) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys, and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed by it with due care hereunder;

(g) the Trustee shall not be liable for any action taken, suffered or omitted to be taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture;

(h) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder;

(i) the Trustee may request that the Company deliver an Officers' Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officers' Certificate may be signed by any person authorized to sign an Officers' Certificate, including any person specified as so authorized in any such certificate previously delivered and not superseded;

(j) any permissive right or authority granted to the Trustee shall not be construed as a mandatory duty;

(k) the Trustee shall not be responsible for the computation or determination of any interest payments, redemption amounts, or Conversion Rates; and

(l) in no event shall the Trustee be liable for any failure or delay in the performance of its obligations hereunder because of circumstances beyond the Trustee's control, including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, embargo, government action, including any laws, ordinances, regulations, governmental action or the like which delay, restrict or prohibit the providing of the services contemplated by this Indenture.

SECTION 8.03. No Responsibility for Recitals, Etc. The recitals contained herein and in the Notes (except in the Trustee's certificate of authentication) shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Notes. The Trustee shall not be accountable for the use or application by the Company of any Notes or the proceeds of any Notes authenticated and delivered by the Trustee in conformity with the provisions of this Indenture.

SECTION 8.04. Trustee, Paying Agents, Conversion Agents or Note Registrar May Own Notes. The Trustee, any paying agent, any conversion agent or Note Registrar, in its individual or any other capacity, may become the owner or pledgee of Notes with the same rights it would have if it were not Trustee, paying agent, conversion agent or Note Registrar.

SECTION 8.05. Monies to be Held in Trust. Subject to the provisions of Section 13.04, all monies received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as may be agreed in writing from time to time by the Company and the Trustee.

SECTION 8.06. Compensation and Expenses of Trustee. The Company covenants and agrees to pay to the Trustee from time to time, and the Trustee shall be entitled to, such compensation for all services rendered by it hereunder in any capacity (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) as mutually agreed to from time to time in writing between the Company and the Trustee, and the Company will pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances reasonably incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all Persons not regularly in its employ) except any such expense, disbursement or advance as shall be determined to have been caused by its own negligence or willful misconduct. The Company and each of the Note Guarantors, jointly and severally, covenants to indemnify the Trustee and any predecessor Trustee (or any officer, director or employee of the Trustee), in any capacity under this Indenture and its agents and any authenticating

agent for, and to hold them harmless against, any and all loss, liability, damage, claim or expense including taxes (other than taxes based on the income of the Trustee) incurred without negligence or willful misconduct on the part of the Trustee or such officers, directors, employees and agent or authenticating agent, as the case may be, and arising out of or in connection with the acceptance or administration of this trust or in any other capacity hereunder, including the costs and expenses of defending themselves against any claim (whether asserted by the Company, a Note Guarantor, any holder or any other Person) of liability in the premises. The obligations of the Company and the Note Guarantors under this Section 8.06 to compensate or indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall be secured by a lien prior to that of the Notes upon all property and funds held or collected by the Trustee as such, except funds held in trust for the benefit of the holders of particular Notes. The obligation of the Company and the Note Guarantors under this Section shall survive the satisfaction and discharge of this Indenture.

When the Trustee and its agents and any authenticating agent incur expenses or render services after an Event of Default specified in Section 7.01(i) or (j) with respect to the Company occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any bankruptcy, insolvency or similar laws.

SECTION 8.07. Officers' Certificate as Evidence. Except as otherwise provided in Section 8.01, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith or willful misconduct on the part of the Trustee, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee.

SECTION 8.08. Conflicting Interests of Trustee. If the Trustee has or shall acquire a conflicting interest within the meaning of the Trust Indenture Act, the Trustee shall (i) eliminate such interest within 90 days, (ii) apply to the Commission for permission to continue as trustee or (iii) resign, in each case to the extent and in the manner provided by, and subject to the provisions of, the Trust Indenture Act and this Indenture.

SECTION 8.09. Eligibility of Trustee. There shall at all times be a Trustee hereunder which shall be a Person that is eligible pursuant to the Trust Indenture Act to act as such and has a combined capital and surplus of at least \$150,000,000 (or if such Person is a member of a bank holding company system, its bank holding company shall have a combined capital and surplus of at least \$150,000,000). If such Person publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority, then for the purposes of this Section the combined capital and surplus of such Person shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 8.09, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

SECTION 8.10. Resignation or Removal of Trustee. (a) The Trustee may at any time resign by giving written notice of such resignation to the Company and to the holders of Notes. Upon receiving such notice of resignation, the Company shall promptly appoint a successor trustee by written instrument, in duplicate, executed by order of the Board of Directors, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor trustee. If no successor trustee shall have been so appointed and have accepted appointment sixty (60) days after the mailing of such notice of resignation to the Noteholders, the resigning Trustee may, upon ten (10) Business Days' notice to the Company and the Noteholders, petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor trustee, or, any Noteholder who has been a bona fide holder of a Note or Notes for at least six (6) months may, subject to the provisions of Section 7.09, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

(a) In case at any time any of the following shall occur:

(i) the Trustee shall fail to comply with Section 8.08 after written request therefor by the Company or by any Noteholder who has been a bona fide holder of a Note or Notes for at least six (6) months; or

(ii) the Trustee shall cease to be eligible in accordance with the provisions of Section 8.09 and shall fail to resign after written request therefor by the Company or by any such Noteholder; or

(iii) the Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation;

then, in any such case, the Company may remove the Trustee and appoint a successor trustee by written instrument, in duplicate, executed by order of the Board of Directors, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee, or, subject to the provisions of Section 7.09, any Noteholder who has been a bona fide holder of a Note or Notes for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee; provided that if no successor Trustee shall have been appointed and have accepted appointment sixty (60) days after either the Company or the Noteholders has removed the Trustee, or the Trustee resigns, the Trustee so removed may petition, at the expense of the Company, any court of competent jurisdiction for an appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee. The Trustee will comply with the notice requirements of Section 310(b) of the Trust Indenture Act.

(b) The holders of a majority in aggregate principal amount of the Notes at the time outstanding may at any time remove the Trustee and nominate a successor trustee which shall be deemed appointed as successor trustee unless, within ten (10) days after notice to the Company of such nomination, the Company objects thereto, in which case the Trustee so removed or any Noteholder, or if such Trustee so removed or any Noteholder fails to act, the Company, upon the terms and conditions and otherwise as in Section 8.10 provided, may petition any court of competent jurisdiction for an appointment of a successor trustee.

(c) Any resignation or removal of the Trustee and appointment of a successor trustee pursuant to any of the provisions of this Section 8.10 shall become effective upon acceptance of appointment by the successor trustee as provided in Section 8.11.

(d) Notwithstanding the replacement of the Trustee pursuant to this Section, the Company's obligations under Section 8.06 shall continue for the benefit of the retiring Trustee.

SECTION 8.11. Acceptance by Successor Trustee. Any successor trustee appointed as provided in Section 8.10 shall execute, acknowledge and deliver to the Company and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as trustee herein; but, nevertheless, on the written request of the Company or of the successor trustee, the trustee ceasing to act shall, upon payment of any amount then due it pursuant to the provisions of Section 8.06, execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act. Upon request of any such successor trustee, the Company shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers. Any trustee ceasing to act shall, nevertheless, retain a lien upon all property and funds held or collected by such trustee as such, except for funds held in trust for the benefit of holders of particular Notes, to secure any amounts then due it pursuant to the provisions of Section 8.06.

No successor trustee shall accept appointment as provided in this Section 8.11 unless, at the time of such acceptance, such successor trustee shall be qualified under the provisions of Section 8.08 and be eligible under the provisions of Section 8.09.

Upon acceptance of appointment by a successor trustee as provided in this Section 8.11, the Company (or the former trustee, at the written direction of the Company) shall mail or cause to be mailed notice of the succession of such trustee hereunder to the holders of Notes at their addresses as they shall appear on the Note Register. If the Company fails to mail such notice within ten (10) days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of the Company.

SECTION 8.12. Succession by Merger. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee (including any trust created by this Indenture), shall be the successor to the Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, *provided* that in the case of any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, such corporation shall be qualified under the provisions of Section 8.08 and eligible under the provisions of Section 8.09.

In case at the time such successor to the Trustee shall succeed to the trusts created by this Indenture, any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee or authenticating agent appointed by such predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee or any authenticating agent appointed by such successor trustee may authenticate such Notes in the name of the successor trustee; and in all such cases such certificates shall have the full force that is provided in the Notes or in this Indenture; *provided* that the right to adopt the certificate of authentication of any predecessor Trustee or authenticate Notes in the name of any predecessor Trustee shall apply only to its successor or successors by merger, conversion or consolidation.

SECTION 8.13. Preferential Collection of Claims. If and when the Trustee shall be or become a creditor of the Company (or any other obligor upon the Notes), the Trustee shall be subject to the provisions of the Trust Indenture Act regarding the collection of the claims against the Company (or any such other obligor).

SECTION 8.14. Trustee's Application for Instructions from the Company. Any application by the Trustee for written instructions from the Company (other than with regard to any action proposed to be taken or omitted to be taken by the Trustee that affects the rights of the holders of the Notes under this Indenture) may, at the option of the Trustee, set forth in writing any action proposed to be taken or omitted by the Trustee under this Indenture and the date on and/or after which such action shall be taken or such omission shall be effective. The Trustee shall not be liable for any action taken by, or omission of, the Trustee in accordance with a proposal included in such application on or after the date specified in such application (which date shall not be less than three (3) Business Days after the date any officer of the Company actually receives such application, unless any such officer shall have consented in writing to any earlier date) unless prior to taking any such action (or the effective date in the case of an omission), the Trustee shall have received written instructions in response to such application specifying the action to be taken or omitted.

ARTICLE 9
THE NOTEHOLDERS

SECTION 9.01. Action by Noteholders. Whenever in this Indenture it is *provided* that the holders of a specified percentage in aggregate principal amount of the Notes may take any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), the fact that at the time of taking any such action, the holders of such specified percentage have joined therein may be evidenced (a) by any instrument or any number of instruments of similar tenor executed by Noteholders in person or by agent or proxy appointed in writing, or (b) by the record of the holders of Notes voting in favor thereof at any meeting of Noteholders duly called and held in accordance with the provisions of Article 10, or (c) by a combination of such instrument or instruments and any such record of such a meeting of Noteholders. Whenever the Company or the Trustee solicits the taking of any action by the holders of the Notes, the Company or the Trustee may fix in advance of such solicitation, a date as the record date for determining holders entitled to take such action. The record date shall be not more than fifteen (15) days prior to the date of commencement of solicitation of such action.

SECTION 9.02. Proof of Execution by Noteholders. Subject to the provisions of Sections 8.01, 8.02 and 10.05, proof of the execution of any instrument by a Noteholder or its agent or proxy shall be sufficient if made in accordance with such reasonable rules and regulations as may be prescribed by the Trustee or in such manner as shall be satisfactory to the Trustee. The holding of Notes shall be proved by the registry of such Notes or by a certificate of the Note Registrar.

The record of any Noteholders' meeting shall be proved in the manner provided in Section 10.06.

SECTION 9.03. Who Are Deemed Absolute Owners. The Company, the Trustee, any paying agent, any conversion agent and any Note Registrar may deem the Person in whose name such Note shall be registered upon the Note Register to be, and may treat it as, the absolute owner of such Note (whether or not such Note shall be overdue and notwithstanding any notation of ownership or other writing thereon made by any Person other than the Company or any Note Registrar) for the purpose of receiving payment of or on account of the principal of and interest, if any, on such Note, for conversion of such Note and for all other purposes; and neither the Company nor the Trustee nor any paying agent nor any conversion agent nor any Note Registrar shall be affected by any notice to the contrary. All such payments so made to any holder for the time being, or upon his order, shall be valid, and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for monies payable upon any such Note.

SECTION 9.04. Company-Owned Notes Disregarded. In determining whether the holders of the requisite aggregate principal amount of Notes have concurred in any direction, consent, waiver or other action under this Indenture, Notes which are owned by the Company or any other obligor on the Notes or any Affiliate of the Company or any

other obligor on the Notes shall be disregarded and deemed not to be outstanding for the purpose of any such determination; *provided* that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, consent, waiver or other action, only Notes which a Responsible Officer knows are so owned shall be so disregarded. Notes so owned which have been pledged in good faith may be regarded as outstanding for the purposes of this Section 9.04 if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Notes and that the pledgee is not the Company, any other obligor on the Notes or any Affiliate of the Company or any such other obligor. In the case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Upon request of the Trustee, the Company shall furnish to the Trustee promptly an Officers' Certificate listing and identifying all Notes, if any, known by the Company to be owned or held by or for the account of any of the above-described Persons, and, subject to Section 8.01, the Trustee shall be entitled to accept such Officers' Certificate as conclusive evidence of the facts therein set forth and of the fact that all Notes not listed therein are outstanding for the purpose of any such determination.

SECTION 9.05. Revocation of Consents, Future Noteholders Bound. At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 9.01, of the taking of any action by the holders of the percentage in aggregate principal amount of the Notes specified in this Indenture in connection with such action, any holder of a Note which is shown by the evidence to be included in the Notes the holders of which have consented to such action may, by filing written notice with the Trustee at its Corporate Trust Office and upon proof of holding as provided in Section 9.02, revoke such action so far as concerns such Note. Except as aforesaid, any such action taken by the holder of any Note shall be conclusive and binding upon such holder and upon all future holders and owners of such Note and of any Notes issued in exchange or substitution therefor, irrespective of whether any notation in regard thereto is made upon such Note or any Note issued in exchange or substitution therefor.

ARTICLE 10 MEETINGS OF NOTEHOLDERS

SECTION 10.01. Purpose of Meetings. A meeting of Noteholders may be called at any time and from time to time pursuant to the provisions of this Article 10 for any of the following purposes:

(a) to give any notice to the Company or to the Trustee or to give any directions to the Trustee permitted under this Indenture, or to consent to the waiving of any Default or Event of Default hereunder and its consequences, or to take any other action authorized to be taken by Noteholders pursuant to any of the provisions of Article 7;

(b) to remove the Trustee and nominate a successor trustee pursuant to the provisions of Article 8;

(c) to consent to the execution of an indenture or indentures supplemental hereto pursuant to the provisions of Section 11.02; or

(d) to take any other action authorized to be taken by or on behalf of the holders of any specified aggregate principal amount of the Notes under any other provision of this Indenture or under applicable law.

SECTION 10.02. Call of Meetings by Trustee. The Trustee may at any time call a meeting of Noteholders to take any action specified in Section 10.01, to be held at such time and at such place as the Trustee shall determine. Notice of every meeting of the Noteholders, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting and the establishment of any record date pursuant to Section 9.01, shall be mailed to holders of Notes at their addresses as they shall appear on the Note Register. Such notice shall also be mailed to the Company. Such notices shall be mailed not less than twenty (20) nor more than ninety (90) days prior to the date fixed for the meeting.

Any meeting of Noteholders shall be valid without notice if the holders of all Notes then outstanding are present in person or by proxy or if notice is waived before or after the meeting by the holders of all Notes outstanding, and if the Company and the Trustee are either present by duly authorized representatives or have, before or after the meeting, waived notice.

SECTION 10.03. Call of Meetings by Company or Noteholders. In case at any time the Company, pursuant to a resolution of its Board of Directors, or the holders of at least twenty-five percent (25%) in aggregate principal amount of the Notes then outstanding, shall have requested the Trustee to call a meeting of Noteholders, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have mailed the notice of such meeting within twenty (20) days after receipt of such request, then the Company or such Noteholders may determine the time and the place for such meeting and may call such meeting to take any action authorized in Section 10.01, by mailing notice thereof as provided in Section 10.02.

SECTION 10.04. Qualifications for Voting. To be entitled to vote at any meeting of Noteholders a person shall (a) be a holder of one or more Notes on the record date pertaining to such meeting or (b) be a person appointed by an instrument in writing as proxy by a holder of one or more Notes on the record date pertaining to such meeting. The only persons who shall be entitled to be present or to speak at any meeting of Noteholders shall be the persons entitled to vote at such meeting and their counsel and any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

SECTION 10.05. Regulations. Notwithstanding any other provisions of this Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of Noteholders, in regard to proof of the holding of Notes and of the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the

right to vote, and such other matters concerning the conduct of the meeting as it shall think fit.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by Noteholders as provided in Section 10.03, in which case the Company or the Noteholders calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the holders of a majority in principal amount of the Notes represented at the meeting and entitled to vote at the meeting.

Subject to the provisions of Section 9.04, at any meeting each Noteholder or proxyholder shall be entitled to one vote for each \$1,000 principal amount of Notes held or represented by him; *provided* that no vote shall be cast or counted at any meeting in respect of any Note challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote other than by virtue of Notes held by him or instruments in writing as aforesaid duly designating him as the proxy to vote on behalf of other Noteholders. Any meeting of Noteholders duly called pursuant to the provisions of Section 10.02 or 10.03 may be adjourned from time to time by the holders of a majority of the aggregate principal amount of Notes represented at the meeting, whether or not constituting a quorum, and the meeting may be held as so adjourned without further notice.

SECTION 10.06. Voting. The vote upon any resolution submitted to any meeting of Noteholders shall be by written ballot on which shall be subscribed the signatures of the holders of Notes or of their representatives by proxy and the outstanding principal amount of the Notes held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record in duplicate of the proceedings of each meeting of Noteholders shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was mailed as provided in Section 10.02. The record shall show the principal amount of the Notes voting in favor of or against any resolution. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting.

Any record so signed and verified shall be conclusive evidence of the matters therein stated.

SECTION 10.07. No Delay of Rights by Meeting. Nothing contained in this Article 10 shall be deemed or construed to authorize or permit, by reason of any call of a meeting of Noteholders or any rights expressly or impliedly conferred hereunder to make

such call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or to the Noteholders under any of the provisions of this Indenture or of the Notes.

ARTICLE 11
AMENDMENTS; SUPPLEMENTAL INDENTURES

SECTION 11.01. Amendment or Supplemental Indentures Without Consent of Noteholders. The Company, when authorized by the resolutions of the Board of Directors, and the Trustee may, from time to time, and at any time amend this Indenture or enter into an indenture or indentures supplemental hereto for one or more of the following purposes:

- (a) make provision with respect to the conversion rights of the holders of Notes pursuant to the requirements of Section 15.06 and the repurchase obligations of the Company pursuant to the requirements of Section 3.05(e);
- (b) to convey, transfer, assign, mortgage or pledge to the Trustee as security for the Notes, any property or assets or to otherwise secure the Notes;
- (c) to evidence the succession of another Person to the Company, or successive successions, and the assumption by the successor Person of the covenants, agreements and obligations of the Company pursuant to Article 12;
- (d) to add to the covenants of the Company such further covenants, restrictions or conditions as the Board of Directors and the Trustee shall consider to be for the benefit of the holders of Notes, and to make the occurrence, or the occurrence and continuance, of a default in any such additional covenants, restrictions or conditions a default or an Event of Default permitting the enforcement of all or any of the several remedies provided in this Indenture as herein set forth; *provided* that in respect of any such additional covenant, restriction or condition, such amendment or supplemental indenture may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement upon such default or may limit the remedies available to the Trustee upon such default;
- (e) to add additional Note Guarantees with respect to the Notes;
- (f) to make any change in Article 16 or Article 18 that would limit or terminate the benefits available to any holder of Senior Indebtedness of the Company or any Note Guarantor (or any Representatives therefor) under Article 16 or Article 18;
- (g) to provide for the issuance under this Indenture of Notes and to provide for exchangeability of such Notes with the Notes issued hereunder in fully registered form and to make all appropriate changes for such purpose;

(h) to cure any ambiguity or to correct or supplement any provision contained herein or in any amendment or supplemental indenture that may be defective or inconsistent with any other provision contained herein or in any amendment or supplemental indenture, or to make such other provisions in regard to matters or questions arising under this Indenture that shall not adversely affect the interests of the holders of the Notes;

(i) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Notes; or

(j) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualifications of this Indenture under the Trust Indenture Act, or under any similar federal statute hereafter enacted.

An amendment under this Section 11.01 may not make any change that adversely affects the rights under Article 16 or Article 18 of any holder of Senior Indebtedness of the Company or any Note Guarantor unless the holders of such Senior Indebtedness (or any group or representative thereof authorized to give a consent) consent to such change.

Upon the written request of the Company, accompanied by a copy of the resolutions of the Board of Directors certified by its Secretary or Assistant Secretary authorizing the execution of any amendment or supplemental indenture, the Trustee is hereby authorized to join with the Company in the execution of any such amendment or supplemental indenture, to make any further appropriate agreements and stipulations that may be therein contained and to accept the conveyance, transfer and assignment of any property thereunder; *provided* that the Trustee shall not be obligated to, but may in its discretion, enter into any amendment or supplemental indenture that affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Any amendment or supplemental indenture authorized by the provisions of this Section 11.01 may be executed by the Company and the Trustee without the consent of the holders of any of the Notes at the time outstanding, notwithstanding any of the provisions of Section 11.02.

SECTION 11.02. Amendment or Supplemental Indenture With Consent of Noteholders. With the consent (evidenced as provided in Article 9) of the holders of at least a majority in aggregate principal amount of the Notes at the time outstanding, the Company, when authorized by the resolutions of the Board of Directors, and the Trustee may, from time to time and at any time, enter into an amendment to this Indenture or an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or any amendment or supplemental indenture or of modifying in any manner the rights of the holders of the Notes; *provided* that any such amendment or supplemental indenture shall not without the consent of each Noteholder so affected:

(a) extend the fixed maturity of any Note;

- (b) reduce the principal amount or premium thereof or change the date on which any Note may be redeemed pursuant to Section 3.01 thereof;
- (c) reduce the rate, or extend the stated time for payment, of interest on any Note;
- (d) reduce any amount payable on redemption or repurchase thereof;
- (e) change the obligation of the Company to repurchase any Note at the option of a Noteholder on a Repurchase Date in a manner adverse to the holders of Notes, or change the obligation of the Company to repurchase any Note upon the happening of a Designated Event in a manner adverse to the holders of Notes;
- (f) impair the right of any Noteholder to receive payment of principal and interest of such holder's Notes on or after the due dates therefore or to institute suit for the payment thereof;
- (g) make the principal and interest thereof payable in any coin or currency other than that provided in the Notes;
- (h) impair the right to convert the Notes or reduce the amount of consideration receivable by a Noteholder upon conversion subject to the terms set forth herein, including Section 15.06;
- (i) modify any of the provisions of this Section 11.02 or Section 7.07, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the holder of each Note so affected;
- (j) change any obligation of the Company to maintain an office or agency in the places and for the purposes set forth in Section 5.02;
- (k) reduce the quorum or voting requirements set forth in Article 10 or modify or change Article 16, 17 or 18 in any manner adverse to the Noteholders' rights thereunder; or
- (l) reduce the aforesaid percentage of Notes, the holders of which are required to consent to any such amendment or supplemental indenture, without the consent of the holders of all Notes then outstanding.

Upon the written request of the Company, accompanied by a copy of the resolutions of the Board of Directors certified by its Secretary or Assistant Secretary authorizing the execution of any such amendment or supplemental indenture, and upon the filing with the Trustee of evidence of the consent of Noteholders as aforesaid, the Trustee shall join with the Company in the execution of such amendment or supplemental indenture unless such amendment or supplemental indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee

may in its discretion, but shall not be obligated to, enter into such amendment or supplemental indenture.

It shall not be necessary for the consent of the Noteholders under this Section 11.02 to approve the particular form of any proposed amendment or supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

SECTION 11.03. Effect of Amendment or Supplemental Indenture. Any amendment or supplemental indenture executed pursuant to the provisions of this Article 11 shall comply with the Trust Indenture Act, as then in effect, *provided* that this Section 11.03 shall not require such amendment or supplemental indenture or the Trustee to be qualified under the Trust Indenture Act prior to the time such qualification is in fact required under the terms of the Trust Indenture Act or the Indenture has been qualified under the Trust Indenture Act, nor shall it constitute any admission or acknowledgment by any party to such amendment or supplemental indenture that any such qualification is required prior to the time such qualification is in fact required under the terms of the Trust Indenture Act or the Indenture has been qualified under the Trust Indenture Act. Upon the execution of any amendment or supplemental indenture pursuant to the provisions of this Article 11, this Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, limitation of rights, obligations, duties and immunities under this Indenture of the Trustee, the Company, the Note Guarantors and the holders of Notes shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments and all the terms and conditions of any such amendment or supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 11.04. Notation on Notes. Notes authenticated and delivered after the execution of any amendment or supplemental indenture pursuant to the provisions of this Article 11 may bear a notation in form approved by the Trustee as to any matter provided for in such amendment or supplemental indenture. If the Company or the Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Trustee and the Board of Directors, to any modification of this Indenture contained in any such amendment or supplemental indenture may, at the Company's expense, be prepared and executed by the Company, authenticated by the Trustee (or an authenticating agent duly appointed by the Trustee pursuant to Section 19.14) and delivered in exchange for the Notes then outstanding, upon surrender of such Notes then outstanding.

SECTION 11.05. Evidence of Compliance of Amendment or Supplemental Indenture to Be Furnished to Trustee. Prior to entering into any amendment or supplemental indenture, the Trustee shall be provided with an Officers' Certificate and an Opinion of Counsel as conclusive evidence that any amendment or supplemental indenture executed pursuant hereto complies with the requirements of this Article 11 and is otherwise authorized or permitted by this Indenture.

SECTION 11.06. Execution of Amendment or Supplemental Indenture for Future Note Guarantors. Each Subsidiary which is required to become a Note Guarantor pursuant to Section 5.08 shall promptly execute and deliver to the Trustee an amendment or supplemental indenture pursuant to which such Subsidiary shall become a Note Guarantor under this Section 11.06 and shall guarantee the Guaranteed Obligations. Concurrently with the execution and delivery of such amendment or supplemental indenture, the Company shall deliver to the Trustee an Opinion of Counsel and an Officers' Certificate to the effect that such amendment or supplemental indenture has been duly authorized, executed and delivered by such Subsidiary and that, subject to the application of bankruptcy, insolvency, moratorium, fraudulent conveyance or transfer and other similar laws relating to creditors' rights generally and to the principles of equity, whether considered in a proceeding at law or in equity, the Note Guarantee of such Note Guarantor is a legal, valid and binding obligation of such Note Guarantor, enforceable against such Note Guarantor in accordance with its terms and or to such other matters as the Trustee may reasonably request.

ARTICLE 12
CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

SECTION 12.01. When Company May Merge or Transfer Assets. (a) The Company shall not consolidate with or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person, unless:

(i) the resulting, surviving or transferee Person (the "**Successor Company**") shall be a corporation organized and existing under the laws of the United States of America, any State thereof or the District of Columbia and the Successor Company (if not the Company as the case may be) shall expressly assume, by a supplemental indenture hereto, executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee, all the obligations of the Company under the Notes and this Indenture;

(ii) immediately after giving effect to such transaction (and treating any Indebtedness which becomes an obligation of the Successor Company or any Restricted Subsidiary as a result of such transaction as having been Incurred by the Successor Company or such Restricted Subsidiary at the time of such transaction), no Default shall have occurred and be continuing; and

(iii) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with this Indenture.

The Successor Company shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Indenture.

(b) The Company shall not permit any Note Guarantor to consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its assets to any Person unless:

(i) in the case of any Note Guarantor which is a Domestic Subsidiary, the resulting, surviving or transferee Person will be a corporation, partnership or limited liability company organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, and such Person (if not such Note Guarantor) shall expressly assume, by a supplemental indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, all the obligations of such Note Guarantor under its Note Guarantee;

(ii) immediately after giving effect to such transaction (and treating any Indebtedness which becomes an obligation of the resulting, surviving or transferee Person as a result of such transaction as having been Incurred by such Person at the time of such transaction), no Default shall have occurred and be continuing; and

(iii) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with this Indenture; *provided, however*, that the foregoing shall not apply to any Note Guarantor which ceases to Guarantee any Indebtedness of the Company evidenced by any outstanding Designated Notes.

SECTION 12.02. Successor to Be Substituted. In case of any such consolidation, merger, sale, conveyance, transfer or lease and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the due and punctual payment of the principal of, and accrued interest on, all of the Notes and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Company, such successor Person shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the party of this first part. Such successor Person thereupon may cause to be signed, and may issue either in its own name or in the name of ON Semiconductor Corporation any or all of the Notes issuable hereunder that theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such successor Person instead of the Company and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver, or cause to be authenticated and delivered, any Notes that previously shall have been signed and delivered by the officers of the Company to the Trustee for authentication, and any Notes that such successor Person thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Notes so issued shall in all respects have the same legal rank and benefit under this Indenture as the Notes theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Notes had been issued at the date of the execution hereof. In the event of any such consolidation, merger, sale, conveyance, transfer or lease, the Person named as the "**Company**" in the first paragraph of this Indenture or any successor that shall thereafter have become such in the manner prescribed in this Article 12 may be dissolved, wound up and liquidated at any time thereafter and such Person shall be released from its liabilities as obligor and maker of the Notes and from its obligations under this Indenture.

In case of any such consolidation, merger, sale, conveyance, transfer or lease, such changes in phraseology and form (but not in substance) may be made in the Notes thereafter to be issued as may be appropriate.

ARTICLE 13
SATISFACTION AND DISCHARGE OF INDENTURE

SECTION 13.01. Discharge of Indenture. When (a) the Company shall deliver to the Trustee for cancellation all Notes theretofore authenticated (other than any Notes that have been destroyed, lost or stolen and in lieu of or in substitution for which other Notes shall have been authenticated and delivered) and not theretofore canceled, or (b) all the Notes not theretofore canceled or delivered to the Trustee for cancellation shall have become due and payable, or are by their terms to become due and payable within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption, and the Company shall deposit with the Trustee, in trust, funds or U.S. Government Obligations sufficient to pay at maturity or upon redemption all of the Notes (other than any Notes that shall have been mutilated, destroyed, lost or stolen and in lieu of or in substitution for which other Notes shall have been authenticated and delivered) not theretofore canceled or delivered to the Trustee for cancellation, including principal and accrued interest due or to become due to such date of maturity or redemption date, as the case may be, accompanied by a verification report, in the case of a deposit of U.S. Government Obligations, as to the sufficiency of the deposited amount, from an independent certified accountant or other financial professional satisfactory to the Trustee, and if the Company shall also pay or cause to be paid all other sums payable hereunder by the Company, then this Indenture shall cease to be of further effect (except as to (i) remaining rights of registration of transfer, substitution and exchange and conversion of Notes, (ii) rights hereunder of Noteholders to receive payments of principal of and interest, if any, on, the Notes and the other rights, duties and obligations of Noteholders, as beneficiaries hereof with respect to the amounts, if any, so deposited with the Trustee and (iii) the rights, obligations and immunities of the Trustee hereunder), and the Trustee, on written demand of the Company accompanied by an Officers' Certificate and an Opinion of Counsel as required by Section 19.08 and at the cost and expense of the Company, shall execute proper instruments acknowledging satisfaction of and discharging this Indenture; the Company, however, hereby agrees to reimburse the Trustee for any costs or expenses thereafter reasonably and properly incurred by the Trustee and to compensate the Trustee for any services thereafter reasonably and properly rendered by the Trustee in connection with this Indenture or the Notes.

SECTION 13.02. Deposited Monies to Be Held in Trust by Trustee. Subject to Section 13.04, all monies or securities deposited with the Trustee pursuant to Section 13.01, shall be held in trust for the sole benefit of the Noteholders, and such monies shall be applied by the Trustee to the payment, either directly or through any paying agent (including the Company if acting as its own paying agent), to the holders of the particular Notes for the payment or redemption of which such monies have been deposited with the Trustee, of all sums due and to become due thereon for principal.

SECTION 13.03. Paying Agent to Repay Monies Held. Upon the satisfaction and discharge of this Indenture, all monies then held by any paying agent of the Notes (other than the Trustee) shall, upon written request of the Company, be repaid to it or paid to the Trustee, and thereupon such paying agent shall be released from all further liability with respect to such monies.

SECTION 13.04. Return of Unclaimed Monies. Subject to the requirements of applicable law, any monies deposited with or paid to the Trustee for payment of the principal and accrued interest on Notes and not applied but remaining unclaimed by the holders of Notes for two years after the date upon which the principal and accrued interest of such Notes, as the case may be, shall have become due and payable, shall be repaid to the Company by the Trustee on demand and all liability of the Trustee shall thereupon cease with respect to such monies; and the holder of any of the Notes shall thereafter look only to the Company for any payment that such holder may be entitled to collect unless an applicable abandoned property law designates another Person.

SECTION 13.05. Reinstatement. If the Trustee or the paying agent is unable to apply any money in accordance with Section 13.02 by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 13.01 until such time as the Trustee or the paying agent is permitted to apply all such money in accordance with Section 13.02; *provided* that if the Company makes any payment of principal and accrued interest of any Note following the reinstatement of its obligations, the Company shall be subrogated to the rights of the holders of such Notes to receive such payment from the money held by the Trustee or paying agent.

ARTICLE 14
IMMUNITY OF INCORPORATORS, STOCKHOLDERS,
OFFICERS AND DIRECTORS

SECTION 14.01. Indenture and Notes Solely Corporate Obligations. No recourse for the payment of the principal of or interest, if any, on any Note, or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company in this Indenture or in any amendment or supplemental indenture or in any Note, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, employee, agent, officer, director or subsidiary, as such, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that all such liability is hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issue of the Notes.

ARTICLE 15
CONVERSION OF NOTES

SECTION 15.01. Right to Convert. (a) Subject to and upon compliance with the provisions of this Indenture, on or prior to December 14, 2026, the holder of any Note shall have the right, at such holder's option, to convert the principal amount of the Note, or any portion of such principal amount which is a multiple of \$1,000, at the Conversion Rate in effect at such time (the "**Conversion Obligation**"), by surrender of the Note so to be converted in whole or in part, together with any required funds, under the circumstances described in this Section 15.01 and in the manner provided in Section 15.02. Prior to June 15, 2016, the Notes shall be convertible only upon the occurrence of one of the following events:

(i) during the five Business Day period immediately following any five consecutive Trading Day period (the "**Measurement Period**") in which the Trading Price per \$1,000 principal amount of the Notes for each day of such Measurement Period was less than 103% of the product of the Closing Sale Price and the applicable Conversion Rate on such Trading Day; or

(ii) as provided in Section 15.01(b).

On and after June 15, 2016, the Notes shall be convertible at any time.

Neither the conversion agent appointed by the Company nor the Trustee shall have an obligation to determine the Trading Price under this Section 15.01 unless the Company so requests by notice to the Trustee. The Company shall be obligated, within two Business Days, to make such a request notice if a holder of any Note so requests and either (i) such holder has provided the Company with reasonable evidence that the Trading Price per \$1,000 principal amount of Notes would be less than 103% of the product of the Closing Sale Price and the applicable Conversion Rate or (ii) such holder has agreed to reimburse the Company for the Trustee's reasonable expenses in connection with the determination of the Trading Price of the Notes. For purposes of the preceding sentence, reasonable evidence shall consist of at least one bid by an Independent Nationally Recognized Securities Dealer, which bid shall have been made not more than two days prior to the holder's request. Following a Company request notice, the Trustee shall determine the Trading Price of the Notes beginning on the next Trading Day and on each successive Trading Day until the Trading Price per \$1,000 principal amount of Notes is greater than or equal to 103% of the product of the Closing Sale Price and the applicable Conversion Rate, and the Company shall provide such Trading Price information to the holder that requested the determination of the Trading Price; *provided* that the Trustee shall be under no duty or obligation to make the calculations described in this Section 15.01(a) or to determine whether the Notes are convertible pursuant to such section. For the avoidance of doubt, the Company shall make the calculations described in this Section 15.01(a)(i), using the Trading Price provided by the Trustee. In connection with any request by a holder of any Note that the Trading Price of the Notes be determined, if the Trustee determines that the Trading Price per \$1,000 principal amount of Notes was less than 103% of the product of the Closing

Sale Price and the Conversion Rate during each day of the applicable Measurement Period, the Company shall reimburse such holder for any amounts paid to the Company or the Trustee in connection with the making of such determination.

If the condition set forth in Section 15.01(a)(i) has been met, the Company shall so notify the holders of the Notes. Upon giving notice to the holders of the Notes that such Notes are convertible, so long as the Notes remain convertible, neither the Company nor the Trustee shall be obligated to measure the Trading Price per \$1,000 principal amount of Notes until such time as the Company elects to instruct the Trustee to so measure. If at any point after the condition set forth in Section 15.01(a)(i) has been met, the Trading Price per \$1,000 principal amount of Notes, as determined in accordance with this Section 15.01(a), is equal to or greater than 103% of the product of the Closing Sale Price and the applicable Conversion Rate, the Company shall so notify the holders of the Notes.

The Trustee shall be entitled at its sole discretion to consult with the Company and to request the assistance of the Company in connection with the Trustee's duties and obligations pursuant to this Section 15.01(a) and the Company agrees, if requested by the Trustee, to cooperate with, and provide assistance to, the Trustee in carrying out its duties under this Section 15.01(a); *provided* that nothing herein shall be construed to relieve the Trustee of its duties pursuant to this Section 15.01(a).

(b) In addition, if prior to June 15, 2016:

(i) (A) the Company distributes to all holders of its Common Stock rights or warrants entitling them (for a period expiring within 45 days of the applicable record date for the determination of the stockholders entitled to receive such distribution) to subscribe for or purchase shares of Common Stock, at a price per share less than the average of the Closing Sale Price for the ten (10) Trading Days immediately preceding, but not including, the date such distribution is first publicly announced by the Company; or (B) the Company distributes to all holders of its Common Stock, cash or other assets, debt securities or rights to purchase its securities, where the Fair Market Value of such distribution per share of Common Stock exceeds 10% of the Closing Sale Price on the Trading Day immediately preceding the date such distribution is first publicly announced by the Company, then, in either case, the Notes may be surrendered for conversion at any time on and after the date that the Company gives notice to the holders of such distribution, which shall be not less than 20 days prior to the Ex-Dividend Time for such distribution, until the earlier of the close of business on the second Business Day immediately preceding, but not including, the Ex-Dividend Time or the date the Company publicly announces that such distribution will not take place; *provided* that no adjustment to the Conversion Rate will be made if the Holder will otherwise participate in such distribution on an as-converted basis in its capacity as a Noteholder without conversion in which case a Holder of a Note will not have the ability to convert pursuant to this Section 15.01(b); or

(ii) the Company consolidates with or merges with or into another Person or is a party to a binding share exchange or conveys, transfers, sells, leases or otherwise disposes of all or substantially all of its properties and assets in each case pursuant to which the Common Stock is converted into cash, securities or other property, then the holders shall have the right to convert Notes at any time beginning 30 scheduled Trading Days prior to the date announced by the Company as the anticipated effective date of the transaction and until and including the related Designated Event Repurchase Date (or, if such transaction does not constitute a Fundamental Change, until and including the date which is 15 days after the earlier of (a) the actual effective date of such transaction or (b) the date that the Company announces that the transaction will not take place). If such transaction constitutes a Fundamental Change of the type specified in Section 15.01(d), a holder converting Notes during the period specified in Section 15.01(d) shall also be entitled to any Additional Shares payable in connection with such conversion pursuant to Section 15.01(d). The Company will notify holders of Notes and the Trustee at least 30 scheduled Trading Days prior to the anticipated effective date of such transaction. The Board of Directors shall determine the anticipated effective date of the transaction, and such determination shall be conclusive and binding on the holders. Beginning on the effective date of the transaction, the right to convert the Notes into cash and Common Stock will convert into a right to convert the Notes into cash and Reference Property pursuant to, and in accordance with, Section 15.06. If such transaction also constitutes a Designated Event, a Noteholder may require the Company to repurchase all or a portion of such holder's Notes pursuant to Section 3.05.

"Ex-Dividend Time" means, with respect to any distribution on shares of Common Stock, the first date on which the shares of Common Stock trade regular way on the principal securities market on which the shares of Common Stock are then traded without the right to receive such distribution.

(c) A Note in respect of which a holder is electing to exercise its option to require the Company to repurchase such holder's Notes upon a Designated Event pursuant to Section 3.05, or at the option of the holder pursuant to Section 3.06, may be converted only if such holder withdraws its election in accordance with Section 3.05(c) or Section 3.08, respectively. A holder of Notes is not entitled to any rights of a holder of Common Stock until such holder has converted his Notes into Common Stock, and only to the extent such Notes are deemed to have been converted into Common Stock under this Article 15.

(d) (i) If a Noteholder elects to convert Notes in connection with a Fundamental Change that occurs prior to December 15, 2016, in which the consideration is not at least 90% common stock that is listed on or immediately after such Fundamental Change will be listed on, the New York Stock Exchange, the Nasdaq Stock Market or the American Stock Exchange, the Conversion Rate applicable to each \$1,000 principal amount of Notes so converted shall be increased by an additional number of shares of Common Stock (the **"Additional Shares"**) as

described below. Settlement of Notes tendered for conversion to which Additional Shares shall be added to the Conversion Rate as provided in this subsection shall be settled pursuant to Section 15.02(d) below. For purposes of this Section 15.01(d), a conversion shall be deemed to be “in connection” with a Fundamental Change to the extent that such conversion is effected during the time period specified in Section 15.01(b)(ii).

(i) The number of Additional Shares by which the Conversion Rate will be increased shall be determined by reference to the table attached as Schedule A hereto, based on the date on which the Fundamental Change occurs or becomes effective (the “**Effective Date**”), and the Stock Price; *provided, however*, that if the actual Stock Price is between two Stock Price amounts in the table or the Effective Date is between two Effective Dates in the table, the number of Additional Shares shall be determined by a straight-line interpolation between the number of Additional Shares set forth for the next higher and next lower Stock Price amounts and the two nearest Effective Dates, as applicable, based on a 365/366 day year; *provided further, however*, that if (1) the Stock Price is greater than \$50.00 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 15.05), no Additional Shares will be added to the Conversion Rate, and (2) the Stock Price is less than \$7.50 per share (subject to adjustment in the same manner as set forth in Section 15.05), no Additional Shares will be added to the Conversion Rate. Notwithstanding the foregoing, in no event will the total number of shares of Common Stock issuable upon conversion exceed 133.3333 per \$1,000 principal amount of Notes (subject to adjustment in the same manner as set forth in Section 15.05).

(ii) The Stock Prices set forth in the first row of the table in Schedule A hereto shall be adjusted as of any date on which the Conversion Rate of the Notes is adjusted. The adjusted Stock Prices shall equal the Stock Prices applicable immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the Conversion Rate in effect immediately prior to the adjustment giving rise to the Stock Price adjustment and the denominator of which is the Conversion Rate as so adjusted. The number of Additional Shares within the table shall be adjusted in the same manner as the Conversion Rate as set forth in Section 15.05 (other than by operation of an adjustment to the Conversion Rate by adding Additional Shares).

SECTION 15.02. Exercise of Conversion Privilege; Settlement Upon Conversion; No Adjustment for Dividends. (a) In order to exercise the conversion privilege with respect to any Note in certificated form, the Company must receive at the office or agency of the Company maintained for that purpose or, at the option of such holder, the Corporate Trust Office, such Note with the original or facsimile of the form entitled “**Conversion Notice**” on the reverse thereof, duly completed and manually signed, together with such Notes duly endorsed for transfer, accompanied by the funds, if any, required by Section 15.02(j)). Such notice shall also state the name or names (with address or addresses) in which the certificate or certificates for shares of Common Stock

which shall be issuable on such conversion shall be issued, and shall be accompanied by transfer or similar taxes, if required pursuant to Section 15.07.

In order to exercise the conversion privilege with respect to any interest in a Global Note, the beneficial holder must complete, or cause to be completed, the appropriate instruction form for conversion pursuant to the Depository's book-entry conversion program, deliver, or cause to be delivered, by book-entry delivery an interest in such Global Note, furnish appropriate endorsements and transfer documents if required by the Company or the Trustee or conversion agent, and pay the funds, if any, required by Section 15.02(j) and any transfer taxes if required pursuant to Section 15.07.

(a) Subject to Section 15.02(d) and subject to the Company's right to pay the Net Share Amount in cash pursuant to Section 15.02(c), the Company will satisfy the Conversion Obligation with respect to each \$1,000 principal amount of Notes tendered for conversion in cash and shares of Common Stock, if applicable, by delivering, on the third Trading Day immediately following the last day of the related Observation Period, cash and shares of Common Stock, if any, equal to the sum of the Daily Settlement Amounts for each of the 20 Trading Days during the related Observation Period; *provided* that the Company may deliver cash in lieu of fractional shares of Common Stock or a full share of Common Stock pursuant to Section 15.03. The Daily Settlement Amounts shall be determined by the Company promptly following the last day of the Observation Period.

(b) Notwithstanding Section 15.02(b), instead of delivering shares of Common Stock (or Reference Property following a Merger Event) in satisfaction of the Company's obligation to deliver this Net Share Amount, the Company may elect to deliver to converting holders an additional amount of cash. If the Company so elects, the additional cash amount shall be equal to the sum of the amount, if any, by which Daily Conversion Value exceeds \$50 on each of the 20 Trading Days during the related Observation Period. If the Company chooses to pay additional cash instead of the Net Share Amount, the Company will notify the Trustee and the holder through the Trustee of its election (such notice, the "**Settlement Method Election Notice**") as follows:

(i) if the Company has called Notes for redemption, in the applicable notice of redemption; (ii) if a Designated Event has occurred, in the applicable Designated Event Notice; and (iii) in all other cases, at any time on or before the date that is two Trading Days following the Conversion Date. If the Company does not timely provide the Settlement Method Election Notice, it shall settle the Net Share Amount in shares of Common Stock (or Reference Property following a Merger Event). The Company shall satisfy the obligation to deliver the Net Share Amount in respect of each Note with the same consideration to be provided in respect of the Net Share Amount in respect of all other Notes to be converted (i) after the Company has given a notice of redemption and prior to the corresponding redemption date; (ii) after the Company has given a Designated Event Notice and prior to the corresponding Designated Event Repurchase Date and (iii) on the same Conversion Date. Other than as set forth in the preceding sentence, the Company shall not have any obligation to satisfy its obligation to deliver the Net Share Amount arising on different Trading Days in the same manner. If the Company timely elects

to pay cash (other than cash in lieu of fractional shares) in satisfaction of its obligation to deliver the Net Share Amount, the Conversion Notice may be retracted by the holder at any time during the two Trading Day period (the “**Conversion Retraction Period**”) beginning on the Trading Day after the Company has given the Settlement Election Notice to the Trustee.

A Conversion Notice may be retracted during the applicable Conversion Retraction Period by means of a written notice of retraction delivered to the office of the Trustee (or other paying agent appointed by the Company) in accordance with the Settlement Method Election Notice at any time prior to the close of business of the final day of the Conversion Retraction Period, specifying:

(i) the certificate number, if any, of the Note in respect of which such retraction notice is being submitted, or the appropriate Depository information if the Note in respect of which such retraction notice is being submitted is represented by a Global Note,

(ii) the principal amount of the Note with respect to which such retraction notice is being submitted, and

(iii) the principal amount, if any, of such Note which remains subject to the original Conversion Notice and which has been or will be delivered for conversion.

(c) Notwithstanding Section 15.02(b), the Company shall satisfy the Conversion Obligation with respect to each \$1,000 principal amount of Notes tendered for conversion to which Additional Shares shall be added to the Conversion Rate as set forth in Section 15.01(d) pursuant to this paragraph (d).

(i) If the last day of the applicable Observation Period related to Notes surrendered for conversion is prior to the third Trading Day preceding the Effective Date of the Fundamental Change, the Company will satisfy the related Conversion Obligation with respect to each \$1,000 principal amount of Notes tendered for conversion by delivering the cash and shares of Common Stock (based on the Conversion Rate, but without regard to the number of Additional Shares to be added to the Conversion Rate pursuant to this Section 15.02(d)) on the third Trading Day immediately following the last day of the applicable Observation Period. As soon as practicable following the Effective Date of the Fundamental Change, the Company will deliver the increase in such amount of cash and Reference Property in lieu of shares of Common Stock, if any, as if the Conversion Rate had been increased by such number of Additional Shares during the related Observation Period (and based upon the related Daily VWAP prices during such Observation Period). If such increased amount of cash and shares, if any, results in an increase to the amount of cash to be paid to holders, the Company will pay such increase in cash, and if such increased amount results in an increase to the number of shares of Common Stock, the Company will deliver

such increase by delivering Reference Property based on such increased number of shares.

(ii) If the last day of the applicable Observation Period related to Notes surrendered for conversion is on or following the third scheduled Trading Day preceding the Effective Date of such Fundamental Change, the Company will satisfy the Conversion Obligation with respect to each \$1,000 principal amount of Notes tendered for conversion (based on the Conversion Rate as increased by the Additional Shares pursuant to Section 15.02(d) above) on the later to occur of (1) the Effective Date of the Fundamental Change and (2) the third Trading Day immediately following the last day of the applicable Observation Period.

(d) Each conversion shall be deemed to have been effected as to any such Note (or portion thereof) on the date (the “**Conversion Date**”) on which the requirements set forth above in this Section 15.02 have been satisfied as to such Note (or portion thereof), and the Person in whose name any certificate or certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become on said date the holder of record of the shares represented thereby; *provided* that any such surrender on any date when the stock transfer books of the Company shall be closed shall constitute the Person in whose name the certificates are to be issued as the record holder thereof for all purposes on the next succeeding day on which such stock transfer books are open, but such conversion shall be at the Conversion Rate in effect on the date upon which such Note shall be surrendered.

(e) Upon the conversion of an interest in a Global Note, the Trustee (or other conversion agent appointed by the Company), or the Custodian at the direction of the Trustee (or other conversion agent appointed by the Company), shall make a notation on such Global Note as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any conversions of Notes effected through any conversion agent other than the Trustee.

(f) Delivery of the amounts owing in satisfaction of the Conversion Obligation shall be made by the Company in no event later than the date specified in Section 15.02(b), except to the extent specified in Section 15.02(c) or 15.02(d). The Company shall make such delivery by paying the cash amount owed to the Conversion Agent or to the holder of the Note surrendered for conversion, or such holder’s nominee or nominees, and by issuing, or causing to be issued, and delivering to the Conversion Agent or to such holder, or such holder’s nominee or nominees, certificates or a book-entry transfer through the Depositary for the number of full shares of Common Stock to which such holder shall be entitled as part of such Conversion Obligation (together with any cash in lieu of fractional shares).

(g) In case any Note of a denomination greater than \$1,000 shall be surrendered for partial conversion, subject to Section 2.03, the Company shall execute and the Trustee shall authenticate and deliver to the holder of the Note so surrendered, without charge to such holder, a new Note or Notes in authorized

denominations in an aggregate principal amount equal to the unconverted portion of the surrendered Note.

(h) Except as provided in Section 15.05, no adjustment shall be made for dividends on any shares of Common Stock issued upon the conversion of any Note as provided in this Article.

(i) Upon conversion, a Noteholder will not receive any separate cash payment for accrued and unpaid interest, except as set forth below. The Company's settlement of the Conversion Obligations in accordance with this Article 15 shall be deemed to satisfy its obligation to pay the principal amount of the Notes that are converted and accrued and unpaid interest in respect of such Notes. As a result, accrued and unpaid interest to, but not including, the Conversion Date shall be deemed to be paid in full rather than canceled, extinguished or forfeited. Notwithstanding the preceding sentence, if Notes are converted after the close of business on a Regular Record Date, holders of such Notes as of the close of business on the Regular Record Date will receive the interest payable on such Notes on the corresponding Interest Payment Date notwithstanding the conversion. Notes surrendered for conversion during the period from the close of business on any Regular Record Date to the opening of business on the corresponding Interest Payment Date must be accompanied by payment of an amount equal to the interest payable on the Notes so converted; *provided, however*, that no such payment need be made (1) if the Company has specified a redemption date that is after such Regular Record Date and on or prior to the corresponding Interest Payment Date, (2) if the Company has specified a Designated Event Repurchase Date that is after such Regular Record Date and on or prior to the corresponding Interest Payment Date or (3) to the extent of any overdue interest existing at the time of conversion with respect to such Note. Except as described above, no payment or adjustment will be made for accrued interest on converted Notes.

SECTION 15.03. Cash Payments in Lieu of Fractional Shares. No fractional shares of Common Stock or scrip certificates representing fractional shares shall be issued upon conversion of Notes. If more than one Note shall be surrendered for conversion at one time by the same holder, the number of full shares that shall be issuable upon conversion shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted hereby) so surrendered. If any fractional share of stock would be issuable upon the conversion of any Note or Notes, the Company shall make an adjustment and payment therefor in cash at the current market price thereof to the holder of Notes; provided that at the Company's option, the Company may issue one share of its Common Stock in lieu of paying cash for any fractional interest in respect of a share of Common Stock. The current market price of a share of Common Stock shall be the Closing Sale Price on the last Trading Day immediately preceding the Conversion Date.

SECTION 15.04. Conversion Rate. Each \$1,000 principal amount of the Notes shall be convertible into the number of shares of Common Stock specified in the form of

Note (herein called the “**Conversion Rate**”) attached as Exhibit A hereto, subject to adjustment as provided in this Article 15.

SECTION 15.05. Adjustment of Conversion Rate. The Conversion Rate shall be adjusted from time to time by the Company as follows:

(a) In case the Company shall hereafter pay a dividend or make a distribution to all holders of the outstanding Common Stock in shares of Common Stock, the Conversion Rate shall be increased so that the same shall equal the rate determined by multiplying the Conversion Rate in effect at the opening of business on the date following the date fixed for the determination of stockholders entitled to receive such dividend or other distribution by a fraction,

(i) the numerator of which shall be the sum of the number of shares of Common Stock outstanding at the close of business on the date fixed for the determination of stockholders entitled to receive such dividend or other distribution plus the total number of shares of Common Stock constituting such dividend or other distribution; and

(ii) the denominator of which shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination,

such increase to become effective immediately after the opening of business on the day following the date fixed for such determination. For the purpose of this paragraph (a), the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Company. The Company will not pay any dividend or make any distribution on shares of Common Stock held in the treasury of the Company. If any dividend or distribution of the type described in this Section 15.05(a) is declared but not so paid or made, the Conversion Rate shall again be adjusted to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(b) In case the Company shall issue rights or warrants to all holders of its outstanding shares of Common Stock entitling them (for a period expiring within forty-five (45) days after the date fixed for determination of stockholders entitled to receive such rights or warrants) to subscribe for or purchase shares of Common Stock at a price per share less than the average of the Closing Sale Prices of the Common Stock for the 10 Trading Days immediately preceding the date such distribution is first publicly announced by the Company, the Conversion Rate shall be increased so that the same shall equal the rate determined by multiplying the Conversion Rate in effect immediately prior to the date fixed for determination of stockholders entitled to receive such rights or warrants by a fraction,

(i) the numerator of which shall be the number of shares of Common Stock outstanding on the date fixed for determination of stockholders entitled to receive such rights or warrants plus the total number of additional shares of Common Stock offered for subscription or purchase, and

(ii) the denominator of which shall be the sum of the number of shares of Common Stock outstanding at the close of business on the date fixed for determination of stockholders entitled to receive such rights or warrants plus the number of shares that the aggregate offering price of the total number of shares so offered would purchase at a price equal to the average of the Closing Sale Prices of the Common Stock for the 10 Trading Days immediately preceding the date such distribution is first publicly announced by the Company,

such adjustment shall be successively made whenever any such rights or warrants are issued, and shall become effective immediately after the opening of business on the day following the date fixed for determination of stockholders entitled to receive such rights or warrants. To the extent that shares of Common Stock are not delivered after the expiration of such rights or warrants, the Conversion Rate shall be readjusted to the Conversion Rate that would then be in effect had the adjustments made upon the issuance of such rights or warrants been made on the basis of delivery of only the number of shares of Common Stock actually delivered. If such rights or warrants are not so issued, the Conversion Rate shall again be adjusted to be the Conversion Rate that would then be in effect if such date fixed for the determination of stockholders entitled to receive such rights or warrants had not been fixed. In determining whether any rights or warrants entitle the holders to subscribe for or purchase shares of Common Stock at a price less than the average of the Closing Sale Prices of the Common Stock for the 10 Trading Days immediately preceding the date such distribution is first publicly announced by the Company, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by the Company for such rights or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board of Directors.

(c) In case outstanding shares of Common Stock shall be subdivided into a greater number of shares of Common Stock, the Conversion Rate in effect at the opening of business on the day following the day upon which such subdivision becomes effective shall be proportionately increased, and conversely, in case outstanding shares of Common Stock shall be combined into a smaller number of shares of Common Stock, the Conversion Rate in effect at the opening of business on the day following the day upon which such combination becomes effective shall be proportionately reduced, such increase or reduction, as the case may be, to become effective immediately after the opening of business on the day following the day upon which such subdivision or combination becomes effective.

(d) In case the Company shall, by dividend or otherwise, distribute to all holders of its Common Stock shares of any class of capital stock of the Company or evidences of its indebtedness or assets (including cash or securities, but excluding any rights or warrants referred to in Section 15.05(b), and excluding any dividend or distribution (x) paid exclusively in cash or (y) referred to in Section 15.05(a) (any of the foregoing hereinafter in this Section 15.05(d)) called the “**Securities**”), then, in each such case (unless the Company elects to reserve such Securities for distribution to the Noteholders upon the conversion of the Notes so that any such holder

converting Notes will receive upon such conversion, in addition to the shares of Common Stock to which such holder is entitled, the amount and kind of such Securities which such holder would have received if such holder had converted its Notes into Common Stock immediately prior to the Record Date (as defined below) for such distribution of the Securities) the Conversion Rate shall be increased so that the same shall be equal to the rate determined by multiplying the Conversion Rate in effect on the Record Date with respect to such distribution by a fraction,

(i) the numerator of which shall be the Current Market Price on such Record Date; and

(ii) the denominator of which shall be the Current Market Price on such Record Date less the Fair Market Value (as determined by the Board of Directors, whose determination shall be conclusive, and described in a resolution of the Board of Directors) on the Record Date of the portion of the Securities so distributed applicable to one share of Common Stock,

such adjustment to become effective immediately prior to the opening of business on the day following such Record Date; provided that if the then Fair Market Value (as so determined) of the portion of the Securities so distributed applicable to one share of Common Stock is equal to or greater than the Current Market Price on the Record Date, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive upon conversion the amount of Securities such holder would have received had such holder converted each Note on the Record Date. If such dividend or distribution is not so paid or made, the Conversion Rate shall again be adjusted to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared. If the Board of Directors determines the Fair Market Value of any distribution for purposes of this Section 15.05(d) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in computing the Current Market Price on the applicable Record Date. Notwithstanding the foregoing, if the Securities distributed by the Company to all holders of its Common Stock consist of capital stock of, or similar equity interests in, a Subsidiary or other business unit, the Conversion Rate shall be increased so that the same shall be equal to the rate determined by multiplying the Conversion Rate in effect on the Record Date with respect to such distribution by a fraction,

(iii) the numerator of which shall be the sum of (A) the average of the Closing Sale Prices of the Common Stock for the ten (10) Trading Days commencing on and including the fifth Trading Day after the Ex-Dividend Time plus (B) the Fair Market Value of the securities distributed in respect of each share of Common Stock for which this Section 15.05(d) applies and shall equal the number of securities distributed in respect of each share of Common Stock multiplied by the average of the closing sale prices of those securities distributed (where such closing sale prices are available) for the ten (10) Trading Days commencing on and including the fifth Trading Day after the Ex-Dividend Time; and

(iv) the denominator of which shall be the average of the Closing Sale Prices of the Common Stock for the ten (10) Trading Days commencing on and including the fifth Trading Day after the Ex-Dividend Time,

such adjustment to become effective immediately prior to the opening of business on the day following such Record Date; *provided* that the Company may in lieu of the foregoing adjustment make adequate provision so that each Noteholder shall have the right to receive upon conversion the amount of Securities such holder would have received had such holder converted each Note on the Record Date with respect to such distribution.

Rights or warrants distributed by the Company to all holders of Common Stock entitling the holders thereof to subscribe for or purchase shares of the Company's capital stock (either initially or under certain circumstances), which rights or warrants, until the occurrence of a specified event or events ("**Trigger Event**"): (i) are deemed to be transferred with such shares of Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of Common Stock, shall be deemed not to have been distributed for purposes of this Section 15.05 (and no adjustment to the Conversion Rate under this Section 15.05 will be required) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Conversion Rate shall be made under this Section 15.05(d). If any such right or warrant, including any such existing rights or warrants distributed prior to the date of this Indenture, are subject to events, upon the occurrence of which such rights or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and record date with respect to new rights or warrants with such rights (and a termination or expiration of the existing rights or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate under this Section 15.05 was made, (1) in the case of any such rights or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Conversion Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights or warrants (assuming such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Rate shall be readjusted as if such rights and warrants had not been issued.

No adjustment of the Conversion Rate shall be made pursuant to this Section 15.05(d) in respect of rights or warrants distributed or deemed distributed on any Trigger Event to the extent that such rights or warrants are actually distributed, or reserved by the Company for distribution to holders of Notes upon conversion by such holders of Notes to Common Stock.

For purposes of this Section 15.05(d) and Section 15.05(a) and (b), any dividend or distribution to which this Section 15.05(d) is applicable that also includes shares of Common Stock, or rights or warrants to subscribe for or purchase shares of Common Stock (or both), shall be deemed instead to be (1) a dividend or distribution of the evidences of indebtedness, assets or shares of capital stock other than such shares of Common Stock or rights or warrants (and any Conversion Rate adjustment required by this Section 15.05(d) with respect to such dividend or distribution shall then be made) immediately followed by (2) a dividend or distribution of such shares of Common Stock or such rights or warrants (and any further Conversion Rate adjustment required by Sections 15.05(a) and 15.05(b) with respect to such dividend or distribution shall then be made), except (A) the Record Date of such dividend or distribution shall be substituted as “the date fixed for the determination of stockholders entitled to receive such dividend or other distribution”, “the date fixed for the determination of stockholders entitled to receive such rights or warrants” and “the date fixed for such determination” within the meaning of Section 15.05(a) and 15.05(b) and (B) any shares of Common Stock included in such dividend or distribution shall not be deemed “outstanding at the close of business on the date fixed for such determination” within the meaning of Section 15.05(a).

(e) In case the Company shall, by dividend or otherwise, distribute to all holders of its Common Stock cash (excluding any dividend or distribution in connection with the liquidation, dissolution or winding up of the Company, whether voluntary or involuntary), then, in such case, the Conversion Rate shall be increased so that the same shall equal the rate determined by multiplying the Conversion Rate in effect immediately prior to the close of business on such Record Date by a fraction,

(i) the numerator of which shall be the Current Market Price on such Record Date; and

(ii) the denominator of which shall be the Current Market Price on such Record Date less the amount of cash so distributed applicable to one share of Common Stock,

such adjustment to be effective immediately prior to the opening of business on the day following the Record Date; *provided* that if the portion of the cash so distributed applicable to one share of Common Stock is equal to or greater than the Current Market Price on the Record Date, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive upon conversion the amount of cash such holder would have received had such holder converted each Note on the Record Date. If such dividend or distribution is not so paid or made, the Conversion Rate shall again be adjusted to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(f) In case a tender or exchange offer made by the Company or any Subsidiary for all or any portion of the Common Stock shall expire and such tender or exchange offer (as amended upon the expiration thereof) shall require the payment to stockholders of consideration per share of Common Stock having a Fair Market Value (as determined by the Board of Directors, whose determination shall be

conclusive and described in a resolution of the Board of Directors) that as of the last time (the “**Expiration Time**”) tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended) exceeds the Closing Sale Price of a share of Common Stock on the Trading Day next succeeding the Expiration Time, the Conversion Rate shall be increased so that the same shall equal the rate determined by multiplying the Conversion Rate in effect immediately prior to the Expiration Time by a fraction,

(i) the numerator of which shall be the sum of (x) the Fair Market Value (determined as aforesaid) of the aggregate consideration payable to stockholders based on the acceptance (up to any maximum specified in the terms of the tender or exchange offer) of all shares validly tendered or exchanged and not withdrawn as of the Expiration Time (the shares deemed so accepted up to any such maximum, being referred to as the “**Purchased Shares**”) and (y) the product of the number of shares of Common Stock outstanding (less any Purchased Shares) at the Expiration Time and the Closing Sale Price of a share of Common Stock on the Trading Day next succeeding the Expiration Time, and

(ii) the denominator of which shall be the number of shares of Common Stock outstanding (including the Purchased Shares) at the Expiration Time multiplied by the Closing Sale Price of a share of Common Stock on the Trading Day next succeeding the Expiration Time,

such adjustment to become effective immediately prior to the opening of business on the day following the Expiration Time. If the Company is obligated to purchase shares pursuant to any such tender or exchange offer, but the Company is permanently prevented by applicable law from effecting any such purchases or all such purchases are rescinded, the Conversion Rate shall again be adjusted to be the Conversion Rate that would then be in effect if such tender or exchange offer had not been made.

(g) [intentionally deleted].

(h) For purposes of this Section 15.05, the following terms shall have the meaning indicated:

(i) “**Current Market Price**” shall mean the average of the daily Closing Sale Prices per share of Common Stock for the ten consecutive Trading Days ending on the earlier of such date of determination and the day before the “**ex**” date with respect to the issuance, distribution, subdivision or combination requiring such computation immediately prior to the date in question. For purpose of this paragraph, the term “**ex**” date, (1) when used with respect to any issuance or distribution, means the first date on which the Common Stock trades, regular way, on the relevant exchange or in the relevant market from which the Closing Sale Price was obtained without the right to receive such issuance or distribution, and (2) when used with respect to any subdivision or combination of shares of Common Stock, means the first date on which the Common Stock trades, regular

way, on such exchange or in such market after the time at which such subdivision or combination becomes effective.

If another issuance, distribution, subdivision or combination to which Section 15.05 applies occurs during the period applicable for calculating “Current Market Price” pursuant to the definition in the preceding paragraph, “Current Market Price” shall be calculated for such period in a manner determined by the Board of Directors to reflect the impact of such issuance, distribution, subdivision or combination on the Closing Sale Price of the Common Stock during such period.

(ii) “**Record Date**” shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(iii) “**Trading Day**” shall mean (x) if the applicable security is listed or admitted for trading on the Nasdaq Global Stock Market, American Stock Exchange, New York Stock Exchange or another national securities exchange, a day on which the Nasdaq Global Stock Market, American Stock Exchange, New York Stock Exchange or another national securities exchange is open for business, (y) if the applicable security is quoted on any United States system of automated dissemination of quotations, a day on which trades may be made thereon or (z) if the applicable security is not so listed, admitted for trading or quoted, any day other than a Saturday or Sunday or a day on which banking institutions in the State of New York are authorized or obligated by law or executive order to close.

(i) The Company may make such increases in the Conversion Rate, in addition to those required by Section 15.05(a), (b), (c), (d), (e), or (f) as the Board of Directors considers to be advisable to avoid or diminish any income tax to holders of Common Stock or rights to purchase Common Stock resulting from any dividend or distribution of stock (or rights to acquire stock) or from any event treated as such for income tax purposes.

To the extent permitted by applicable law and Nasdaq Stock Market rules, the Company from time to time may increase the Conversion Rate by any amount for any period of time if the Board of Directors shall have made a determination that such increase would be in the best interests of the Company, which determination shall be conclusive. Whenever the Conversion Rate is increased pursuant to the preceding sentence, the Company shall mail to holders of record of the Notes a notice of the increase, and such notice shall state the increased Conversion Rate and the period during which it will be in effect.

(j) No adjustment in the Conversion Rate shall be required unless such adjustment would require an increase or decrease of at least one percent (1.00%) in such rate; *provided* that any adjustments that by reason of this Section 15.05(j) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Article 15 shall be made by the Company and shall be made to the nearest cent or to the nearest one-ten thousandth (1/10,000) of a share, as the case may be. No adjustment need be made for rights to purchase Common Stock pursuant to a Company plan for reinvestment of dividends or interest or for any issuance of Common Stock or convertible or exchangeable securities or rights to purchase Common Stock or convertible or exchangeable securities. To the extent the Notes become convertible into cash, assets, property or securities (other than capital stock of the Company), no adjustment need be made thereafter as to the cash, assets, property or such securities. Interest will not accrue on any cash into which the Notes are convertible.

(k) Whenever the Conversion Rate is adjusted as herein provided, the Company shall promptly file with the Trustee and any conversion agent other than the Trustee an Officers' Certificate setting forth the Conversion Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Conversion Rate and may assume that the last Conversion Rate of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Conversion Rate setting forth the adjusted Conversion Rate and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Conversion Rate to the holder of each Note at his last address appearing on the Note Register provided for in Section 2.05 of this Indenture, within twenty (20) days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(l) In any case in which this Section 15.05 provides that an adjustment shall become effective immediately after (1) a record date or Record Date for an event, (2) the date fixed for the determination of stockholders entitled to receive a dividend or distribution pursuant to Section 15.05(a), (3) a date fixed for the determination of stockholders entitled to receive rights or warrants pursuant to Section 15.05(b), or (4) the Expiration Time for any tender or exchange offer pursuant to Section 15.05(f), (a "**Determination Date**"), the Company may elect to defer until the occurrence of the applicable Adjustment Event (as hereinafter defined) (x) issuing to the holder of any Note converted after such Determination Date and before the occurrence of such Adjustment Event, the additional shares of Common Stock or other securities issuable upon such conversion by reason of the adjustment required by such Adjustment Event over and above the Common Stock issuable upon such conversion before giving effect to such adjustment and (y) paying to such holder any amount in cash in lieu of any fraction pursuant to Section 15.03. For purposes of this Section 15.05(l), the term "**Adjustment Event**" shall mean:

- (i) in any case referred to in clause (1) hereof, the occurrence of such event,
- (ii) in any case referred to in clause (2) hereof, the date any such dividend or distribution is paid or made,
- (iii) in any case referred to in clause (3) hereof, the date of expiration of such rights or warrants, and
- (iv) in any case referred to in clause (4) hereof, the date a sale or exchange of Common Stock pursuant to such tender or exchange offer is consummated and becomes irrevocable.

(m) For purposes of this Section 15.05, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Company but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock. The Company will not pay any dividend or make any distribution on shares of Common Stock held in the treasury of the Company.

(n) The Company shall not take any action that would result in an adjustment of the Conversion Rate pursuant to this Section 15.05 without complying with the shareholder approval rules of the Nasdaq Global Select Market.

SECTION 15.06. Effect of Reclassification, Consolidation, Merger or Sale. (a) If any of the following events (each a “**Merger Event**”) occur, namely (i) any reclassification or change of the outstanding shares of Common Stock (other than a subdivision or combination to which Section 15.05(c) applies), (ii) any consolidation, merger or combination of the Company with another Person as a result of which holders of Common Stock shall be entitled to receive stock, other securities or other property or assets (including cash) with respect to or in exchange for such Common Stock, or (iii) any sale or conveyance of all or substantially all of the properties and assets of the Company to any other Person as a result of which holders of Common Stock shall be entitled to receive stock, other securities or other property or assets (including cash) with respect to or in exchange for such Common Stock, then the Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture (which shall comply with the Trust Indenture Act as in force at the date of execution of such supplemental indenture) providing that each Note shall be convertible into cash and Reference Property as set forth in Section 15.06(b). Such supplemental indenture shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 15.

(a) Notwithstanding the provisions of Section 15.02, and subject to the provisions of Section 15.01(d), at the effective time of such Merger Event, the right to convert each \$1,000 principal amount of Notes will be changed to a right to convert such Note by reference to the kind and amount of cash, securities or other property or assets that a holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to such transaction would have been entitled to receive in

such Merger Event (the “**Reference Property**”) such that from and after the effective time of such transaction, a Noteholder will be entitled thereafter to convert its Notes, based on the applicable Conversion Rate, into cash (up to the aggregate principal amount thereof) and, instead of the shares of Common Stock otherwise deliverable in satisfaction of the Net Share Amount, units of Reference Property, based on the Daily Conversion Value of the units of Reference Property.

(b) In the event holders of Common Stock have the opportunity to elect the form of consideration to be received in any Merger Event, the Company shall make adequate provision whereby the Holders shall have a reasonable opportunity to determine the form of Reference Property that shall be used for purposes of determining the Daily Conversion Value and in which the Net Share Amount in respect of which all of the Notes, treated as a single class, shall be payable from and after the effective date of such Merger Event, subject to the Company’s right to elect to pay the net Share Amount in additional cash pursuant to Section 15.02(c). This provision does not limit the right of Holders in the event of a Fundamental Change, including Company’s obligation to increase the Conversion Rate by the Additional Shares in connection with a conversion. The determination: (a) will be made by Holders representing a plurality of Notes participating in such determination, (b) will be subject to any limitations to which all of the holders of Common Stock are subject, including, but not limited to, pro rata reductions applicable to any portion of the Reference Property payable in such Transaction and (c) will be conducted in such a manner as to be completed by the date which is the earlier of: (1) the deadline for elections to be made by holders of Common Stock, and (2) two Trading Days prior to the anticipated effective date of such Merger Event.

(c) The Company shall cause notice of the execution of such supplemental indenture to be mailed to each holder of Notes, at its address appearing on the Note Register provided for in Section 2.05 of this Indenture, within twenty (20) days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

(d) The above provisions of this Section shall similarly apply to successive Merger Events.

(e) If this Section 15.06 applies to any Merger Event, Section 15.05 shall not apply.

SECTION 15.07. Taxes on Shares Issued. The issue of stock certificates on conversions of Notes shall be made without charge to the converting Noteholder for any documentary, stamp or similar issue or transfer tax in respect of the issue thereof. The Company shall not, however, be required to pay any such tax which may be payable in respect of any transfer involved in the issue and delivery of stock in any name other than that of the holder of any Note converted, and the Company shall not be required to issue or deliver any such stock certificate unless and until the Person or Persons requesting the issue thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

SECTION 15.08. Reservation of Shares, Shares to Be Fully Paid; Listing of Common Stock. The Company shall provide, free from preemptive rights, out of its authorized but unissued shares or shares held in treasury, sufficient shares of Common Stock to provide for the conversion of the Notes from time to time as such Notes are presented for conversion.

Before taking any action which would cause an adjustment increasing the Conversion Rate to an amount that would cause the Conversion Price to be reduced below the then par value, if any, of the shares of Common Stock issuable upon conversion of the Notes, the Company will take all corporate action which may, in the opinion of its counsel, be necessary in order that the Company may validly and legally issue shares of such Common Stock at such adjusted Conversion Rate.

The Company covenants that all shares of Common Stock which may be issued upon conversion of Notes will upon issue be fully paid and non-assessable by the Company and free from all taxes, Liens and charges with respect to the issue thereof.

The Company further covenants that it will, if permitted by the rules of such exchange or automated quotation system, list and keep listed, so long as the Common Stock shall be so listed, all Common Stock issuable upon conversion of the Notes; *provided* that if the rules of the Nasdaq Global Select Market (or such other national securities exchange or automated quotation system) permit the Company to defer the listing of such Common Stock until the first conversion of the Notes into Common Stock in accordance with the provisions of this Indenture, the Company covenants to list such Common Stock issuable upon conversion of the Notes in accordance with the requirements of such exchange or automated quotation system at such time.

SECTION 15.09. Responsibility of Trustee. The Trustee and any other conversion agent shall not at any time be under any duty or responsibility to any holder of Notes to determine the Conversion Rate or whether any facts exist which may require any adjustment of the Conversion Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any amendment or supplemental indenture provided to be employed, in making the same. The Trustee and any other conversion agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, which may at any time be issued or delivered upon the conversion of any Note; and the Trustee and any other conversion agent make no representations with respect thereto. Neither the Trustee nor any conversion agent shall be responsible for any failure of the Company to issue, transfer or deliver any shares of Common Stock or stock certificates or other securities or property or cash upon the surrender of any Note for the purpose of conversion or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article 15. Without limiting the generality of the foregoing, neither the Trustee nor any conversion agent shall be under any responsibility to determine the correctness of any provisions contained in any amendment or supplemental indenture entered into pursuant to Section 15.06 relating either to the kind or amount of shares of stock or securities or property (including cash) receivable by Noteholders upon the conversion of their Notes after any event referred to in such

Section 15.06 or to any adjustment to be made with respect thereto, but, subject to the provisions of Section 8.01, may accept as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officers' Certificate (which the Company shall be obligated to file with the Trustee prior to the execution of any such amendment or supplemental indenture) with respect thereto.

SECTION 15.10. Notice to Holders Prior to Certain Actions. In case:

(a) the Company shall declare a dividend (or any other distribution) on its Common Stock that would require an adjustment in the Conversion Rate pursuant to Section 15.05; or

(b) the Company shall authorize the granting to the holders of all or substantially all of its Common Stock of rights or warrants to subscribe for or purchase any share of any class or any other rights or warrants; or

(c) of any reclassification or reorganization of the Common Stock of the Company (other than a subdivision or combination of its outstanding Common Stock, or a change in par value, or from par value to no par value, or from no par value to par value), or of any consolidation or merger to which the Company is a party and for which approval of any stockholders of the Company is required, or of the sale or transfer of all or substantially all of the assets of the Company; or

(d) of the voluntary or involuntary dissolution, liquidation or winding up of the Company;

the Company shall cause to be filed with the Trustee and to be mailed to each holder of Notes at his address appearing on the Note Register provided for in Section 2.05 of this Indenture, as promptly as possible but in any event at least ten (10) days prior to the applicable date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend, distribution, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up.

SECTION 15.11. Shareholder Rights Plans. Each share of Common Stock issued upon conversion of Notes pursuant to this Article 15 shall be entitled to receive the appropriate number of rights, if any, and the certificates representing the Common Stock issued upon such conversion shall bear such legends, if any, in each case as may be provided by the terms of any shareholder rights plan adopted by the Company, as the

same may be amended from time to time. If at the time of conversion, however, the rights have separated from the shares of Common Stock in accordance with the provisions of the applicable shareholder rights agreement so that the holders of the Notes would not be entitled to receive any rights in respect of Common Stock issuable upon conversion of the Notes, the Conversion Rate will be adjusted in accordance with Section 15.05(d) treating all rights previously issued as Securities for purposes of such adjustment, subject to readjustment in the event of the expiration, termination or redemption of the rights.

ARTICLE 16
SUBORDINATION

SECTION 16.01. Agreement to Subordinate. The Company agrees, and each Noteholder by accepting a Note agrees, that the Indebtedness evidenced by the Notes is subordinated in right of payment, to the extent and in the manner provided in this Article 16, to the prior payment in full of all Senior Indebtedness of the Company and that the subordination is for the benefit of and enforceable by the holders of such Senior Indebtedness. The Notes shall in all respects rank *pari passu* in right of payment with all other Senior Subordinated Indebtedness of the Company and shall rank senior to all existing and future Subordinated Obligations of the Company; and only Indebtedness of the Company that is Senior Indebtedness of the Company shall rank senior to the Notes in accordance with the provisions set forth herein. All provisions of this Article 16 shall be subject to Section 16.12.

SECTION 16.02. Liquidation, Dissolution, Bankruptcy. Upon any payment or distribution of the assets of the Company to its respective creditors upon a total or partial liquidation or a total or partial dissolution of the Company or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property:

(a) holders of Senior Indebtedness of the Company shall be entitled to receive payment in full of such Senior Indebtedness before Noteholders shall be entitled to receive any payment of principal of or interest, if any, on the Notes; and

(b) until the Senior Indebtedness of the Company is paid in full, any payment or distribution to which Noteholders would be entitled but for this Article 16 shall be made to holders of such Senior Indebtedness as their interests may appear, except that Noteholders may receive shares of stock and any debt securities that are subordinated to such Senior Indebtedness to at least the same extent as the Notes.

SECTION 16.03. Default on Senior Indebtedness. The Company may not pay the principal, interest, or premium (if any) on the Notes, make any deposit pursuant to Section 13.02 or otherwise repurchase, redeem or otherwise retire any Notes (collectively, “**pay the Notes**”) if (a) any Designated Senior Indebtedness of the Company is not paid when due or (b) any other default on such Designated Senior Indebtedness occurs and the maturity of such Designated Senior Indebtedness is accelerated in accordance with its terms unless, in either case, (i) the default has been

cured or waived and any such acceleration has been rescinded or (ii) such Designated Senior Indebtedness has been paid in full; *provided, however*, that the Company may pay the Notes without regard to the foregoing if the Company and the Trustee receive written notice approving such payment from the Representative of such Designated Senior Indebtedness with respect to which either of the events set forth in clause (a) or (b) of this sentence has occurred and is continuing.

During the continuance of any default (other than a default described in clause (a) or (b) of the preceding sentence) with respect to any Designated Senior Indebtedness of the Company pursuant to which the maturity thereof may be accelerated immediately without further notice (except such notice as may be required to effect such acceleration) or the expiration of any applicable grace periods, the Company may not pay the Notes for a period (a “**Payment Blockage Period**”) commencing upon the receipt by the Trustee (with a copy to the Company) of written notice (a “**Blockage Notice**”) of such default from the Representative of such Designated Senior Indebtedness specifying an election to effect a Payment Blockage Period and ending 179 days thereafter (or earlier if such Payment Blockage Period is terminated (a) by written notice to the Trustee and the Company from the Person or Persons who gave such Blockage Notice, (b) by repayment in full of such Designated Senior Indebtedness or (c) because no default with respect to any Designated Senior Indebtedness is continuing). Notwithstanding the provisions described in the immediately preceding sentence (but subject to the provisions contained in the first sentence of this Section 16.03), the Company may resume payments on the Notes after the end of such Payment Blockage Period, unless the holders of such Designated Senior Indebtedness or the Representative of such holders shall have accelerated the maturity of such Designated Senior Indebtedness, and such Designated Senior Indebtedness has not been repaid in full.

Not more than one Blockage Notice may be given in any period of 360 consecutive days, irrespective of the number of defaults with respect to Designated Senior Indebtedness during such period; *provided, however*, that if any Blockage Notice within such 360-day period is given by or on behalf of any holders of Designated Senior Indebtedness other than the Bank Indebtedness, the Representative of the Bank Indebtedness may give another Blockage Notice within such period; *provided further, however*, that in no event may the total number of days during which any Payment Blockage Period or Periods is in effect exceed 179 days in the aggregate during any period of 360 consecutive days. For purposes of this Section 16.03, no default or event of default that existed or was continuing on the date of the commencement of any Payment Blockage Period with respect to the Designated Senior Indebtedness initiating such Payment Blockage Period shall be, or be made, the basis of the commencement of a subsequent Payment Blockage Period by the Representative of such Designated Senior Indebtedness, whether or not within a period of 360 consecutive days, unless such default or event of default shall have been cured or waived for a period of not less than 90 consecutive days.

SECTION 16.04. Acceleration of Payment of Notes. If payment of the Notes is accelerated because of an Event of Default, the Trustee (*provided*, that the Trustee shall have received written notice from the Company or a Representative identifying the

Designated Senior Indebtedness for which such Representative is so designated, on which notice the Trustee shall be entitled to rely conclusively) shall promptly notify the holders of each of the Company's Designated Senior Indebtedness (or their Representative) of the acceleration. If any such Designated Senior Indebtedness of the Company is outstanding, the Company may not pay the Notes until five Business Days after such holders or the Representative of such Designated Senior Indebtedness receive notice of such acceleration and, thereafter, may pay the Notes only if this Article 16 otherwise permits payment at that time.

SECTION 16.05. When Distribution Must Be Paid Over. If a payment or distribution is made to Noteholders that because of this Article 16 should not have been made to them, the Noteholders who receive the payment or distribution shall hold it in trust for holders of Senior Indebtedness of the Company and pay it over to them as their interests may appear.

SECTION 16.06. Subrogation. After all Senior Indebtedness of the Company is paid in full and until the Notes are paid in full, Noteholders shall be subrogated to the rights of holders of such Senior Indebtedness to receive distributions applicable to Senior Indebtedness. A distribution made under this Article 16 to holders of such Senior Indebtedness which otherwise would have been made to Noteholders is not, as between the Company and Noteholders, a payment by the Company on such Senior Indebtedness.

SECTION 16.07. Relative Rights. This Article 16 defines the relative rights of Noteholders and holders of Senior Indebtedness of the Company. Nothing in this Indenture shall:

(a) impair, as between the Company and Noteholders, the obligation of the Company, which is absolute and unconditional, to pay principal of and interest, if any, on the Notes in accordance with their terms; or

(b) prevent the Trustee or any Noteholder from exercising its available remedies upon a Default, subject to the rights of holders of Senior Indebtedness of the Company to receive distributions otherwise payable to Noteholders.

SECTION 16.08. Subordination May Not Be Impaired by Company. No right of any holder of Senior Indebtedness of the Company to enforce the subordination of the Indebtedness evidenced by the Notes shall be impaired by any act or failure to act by the Company or by its failure to comply with this Indenture.

SECTION 16.09. Rights of Trustee and Paying Agent. Notwithstanding Section 16.03, the Trustee or paying agent may continue to make payments on the Notes and shall not be charged with knowledge of the existence of facts that would prohibit the making of any such payments unless, not less than two Business Days prior to the date of such payment, a Responsible Officer of the Trustee receives written notice satisfactory to it that payments may not be made under this Article 16. The Company, the Note Registrar, the paying agent, a Representative or a holder of Senior Indebtedness of the Company (as identified by the Company) may give the notice; *provided, however*, that, if

an issue of Senior Indebtedness of the Company has a Representative, only the Representative may give the notice.

The Trustee in its individual or any other capacity may hold Senior Indebtedness of the Company with the same rights it would have if it were not Trustee. The Note Registrar and the paying agent may do the same with like rights. The Trustee shall be entitled to all the rights set forth in this Article 16 with respect to any Senior Indebtedness of the Company which may at any time be held by it, to the same extent as any other holder of such Senior Indebtedness; and nothing in Article 8 shall deprive the Trustee of any of its rights as such holder. Nothing in this Article 16 shall apply to claims of, or payments to, the Trustee under or pursuant to Section 8.06 or any other Section of this Indenture.

SECTION 16.10. Distribution or Notice to Representative. Whenever a distribution is to be made or a notice given to holders of Senior Indebtedness of the Company, the distribution may be made and the notice given to their Representative (if any).

SECTION 16.11. Article 16 Not to Prevent Events of Default or Limit Right to Accelerate. The failure to make a payment pursuant to the Notes by reason of any provision in this Article 16 shall not be construed as preventing the occurrence of a Default. Nothing in this Article 16 shall have any effect on the right of the Noteholders or the Trustee to accelerate the maturity of the Notes.

SECTION 16.12. Trust Monies Not Subordinated. Notwithstanding anything contained herein to the contrary, payments from money or the proceeds of U.S. Government Obligations held in trust under Article 13 by the Trustee for the payment of principal of the Notes shall not be subordinated to the prior payment of any Senior Indebtedness of the Company or subject to the restrictions set forth in this Article 16, and none of the Noteholders shall be obligated to pay over any such amount to the Company or any holder of Senior Indebtedness of the Company or any other creditor of the Company.

SECTION 16.13. Trustee Entitled to Rely. Upon any payment or distribution pursuant to this Article 16, the Trustee and the Noteholders shall be entitled to rely (a) upon any order or decree of a court of competent jurisdiction in which any proceedings of the nature referred to in Section 16.02 are pending, (b) upon a certificate of the liquidating trustee or agent or other Person making such payment or distribution to the Trustee or to the Noteholders or (c) upon the Representatives for the holders of Senior Indebtedness of the Company for the purpose of ascertaining the Persons entitled to participate in such payment or distribution, the holders of such Senior Indebtedness and other Indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 16. In the event that the Trustee determines, in good faith, that evidence is required with respect to the right of any Person as a holder of Senior Indebtedness of the Company to participate in any payment or distribution pursuant to this Article 16, the Trustee may request such Person to furnish evidence to the reasonable satisfaction of the

Trustee as to the amount of such Senior Indebtedness held by such Person, the extent to which such Person is entitled to participate in such payment or distribution and other facts pertinent to the rights of such Person under this Article 16, and, if such evidence is not furnished, the Trustee may defer any payment to such Person pending judicial determination as to the right of such Person to receive such payment. The provisions of Sections 8.01 and 8.02 shall be applicable to all actions or omissions of actions by the Trustee pursuant to this Article 16.

SECTION 16.14. Trustee to Effectuate Subordination. Each Noteholder by accepting a Note authorizes and directs the Trustee on his behalf to take such action as may be necessary or appropriate to acknowledge or effectuate the subordination between the Noteholders and the holders of Senior Indebtedness of the Company as provided in this Article 16 and appoints the Trustee as attorney-in-fact for any and all such purposes.

SECTION 16.15. Trustee Not Fiduciary for Holders of Senior Indebtedness. The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Indebtedness of the Company and shall not be liable to any such holders if it shall mistakenly pay over or distribute to Noteholders or the Company or any other Person, money or assets to which any holders of Senior Indebtedness of the Company shall be entitled by virtue of this Article 16 or otherwise.

SECTION 16.16. Reliance by Holders of Senior Indebtedness on Subordination Provisions. Each Noteholder by accepting a Note acknowledges and agrees that the foregoing subordination provisions are, and are intended to be, an inducement and a consideration to each holder of any Senior Indebtedness of the Company, whether such Senior Indebtedness was created or acquired before or after the issuance of the Notes, to acquire and continue to hold, or to continue to hold, such Senior Indebtedness and such holder of such Senior Indebtedness shall be deemed conclusively to have relied on such subordination provisions in acquiring and continuing to hold, or in continuing to hold, such Senior Indebtedness.

ARTICLE 17 NOTE GUARANTEES

SECTION 17.01. Note Guarantees. (a) Each Note Guarantor hereby jointly and severally irrevocably and unconditionally Guarantees, as a primary obligor and not merely as a surety, to each Noteholder and to the Trustee and its successors and assigns the full and punctual payment when due, whether at Stated Maturity, by acceleration, by redemption or otherwise, of all obligations of the Company under this Indenture (including obligations to the Trustee) and the Notes, whether for payment of principal or interest of the Notes and all other monetary obligations of the Company under this Indenture and the Notes, whether for fees, expenses, indemnification or otherwise (all the foregoing being hereinafter collectively called the “**Guaranteed Obligations**”). Each Note Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from each such Note Guarantor, and that each such Note Guarantor shall remain bound under this Article 17 notwithstanding any extension or renewal of any Guaranteed Obligation.

(a) Each Note Guarantor waives presentation to, demand of payment from and protest to the Company of any of the Guaranteed Obligations and also waives notice of protest for nonpayment. Each Note Guarantor waives notice of any default under the Notes or the Guaranteed Obligations. The obligations of each Note Guarantor hereunder shall not be affected by (i) the failure of any Noteholder or the Trustee to assert any claim or demand or to enforce any right or remedy against the Company or any other Person under this Indenture, the Notes or any other agreement or otherwise; (ii) any extension or renewal of any thereof; (iii) any rescission, waiver, amendment or modification of any of the terms or provisions of this Indenture, the Notes or any other agreement; (iv) the release of any security held by any Noteholder or the Trustee for the Guaranteed Obligations or any of them; (v) the failure of any Noteholder or Trustee to exercise any right or remedy against any other Note Guarantor; or (vi) any change in the ownership of such Note Guarantor, except as provided in Section 17.02(b).

(b) Each Note Guarantor hereby waives any right to which it may be entitled to have its obligations hereunder divided among the Note Guarantors, such that such Note Guarantor's obligations would be less than the full amount claimed. Each Note Guarantor hereby waives any right to which it may be entitled to have the assets of the Company first be used and depleted as payment of the Company's or such Note Guarantor's obligations hereunder prior to any amounts being claimed from or paid by such Note Guarantor hereunder. Each Note Guarantor hereby waives any right to which it may be entitled to require that the Company be sued prior to an action being initiated against such Note Guarantor.

(c) Each Note Guarantor further agrees that its Note Guarantee herein constitutes a guarantee of payment when due (and not a guarantee of collection) and waives any right to require that any resort be had by any Noteholder or the Trustee to any security held for payment of the Guaranteed Obligations.

(d) The Note Guarantee of each Note Guarantor is, to the extent and in the manner set forth in Article 18, subordinated and subject in right of payment to the prior payment in full of the principal of and premium, if any, and interest on all Senior Indebtedness of the relevant Note Guarantor and is made subject to such provisions of this Indenture.

(e) Except as expressly set forth in Sections 17.02 and 17.06, the obligations of each Note Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason (other than payment of the Guaranteed Obligations in full), including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Note Guarantor herein shall not be discharged or impaired or otherwise affected by the failure of any Noteholder or the Trustee to assert any claim or demand or to enforce any remedy under this Indenture, the Notes or any other agreement, by any waiver or modification of any thereof, by

any default, failure or delay, willful or otherwise, in the performance of the Guaranteed Obligations, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of any Note Guarantor or would otherwise operate as a discharge of any Note Guarantor as a matter of law or equity.

(f) Each Note Guarantor agrees that its Note Guarantee shall remain in full force and effect until payment in full of all the Guaranteed Obligations. Each Note Guarantor further agrees that its Note Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of or interest, if any, on any Guaranteed Obligation is rescinded or must otherwise be restored by any Noteholder or the Trustee upon the bankruptcy or reorganization of the Company or otherwise.

(g) In furtherance of the foregoing and not in limitation of any other right which any Noteholder or the Trustee has at law or in equity against any Note Guarantor by virtue hereof, upon the failure of the Company to pay the Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, each Note Guarantor hereby promises to and shall, upon receipt of written demand by the Trustee, forthwith pay, or cause to be paid, in cash, to the Noteholders or the Trustee an amount equal to the unpaid amount of such Guaranteed Obligations and interest, if any, accrued thereon.

(h) Each Note Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Noteholders in respect of any Guaranteed Obligations guaranteed hereby until payment in full of all Guaranteed Obligations and all obligations to which the Guaranteed Obligations are subordinated as provided in Article 18. Each Note Guarantor further agrees that, as between it, on the one hand, and the Noteholders and the Trustee, on the other hand, (i) the maturity of the Guaranteed Obligations guaranteed hereby may be accelerated as provided in Article 7 for the purposes of any Note Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Guaranteed Obligations guaranteed hereby, and (ii) in the event of any declaration of acceleration of such Guaranteed Obligations as provided in Article 7, such Guaranteed Obligations (whether or not due and payable) shall forthwith become due and payable by such Note Guarantor for the purposes of this Section 17.01.

(i) Each Note Guarantor also agrees to pay any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee or any Noteholder in enforcing any rights under this Section 17.01.

(j) Upon request of the Trustee, each Note Guarantor shall execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

SECTION 17.02. Limitation on Liability. (a) Any term or provision of this Indenture to the contrary notwithstanding, the maximum aggregate amount of

the

Guaranteed Obligations guaranteed hereunder by any Note Guarantor shall not exceed the maximum amount that can be hereby guaranteed without rendering this Indenture, as it relates to such Note Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

(a) A Note Guarantee as to any Note Guarantor shall terminate and be of no further force or effect and such Note Guarantor shall be deemed to be released from all obligations under this Article 17 upon (i) the merger or consolidation of such Note Guarantor with or into any Person other than the Company or a Subsidiary or Affiliate of the Company where such Note Guarantor is not the surviving entity of such consolidation or merger, (ii) the sale by the Company or any Subsidiary of the Company of the Capital Stock of such Note Guarantor (or by any other Person as a result of a foreclosure of any Lien on such Capital Stock securing Senior Indebtedness), where, after such sale, such Note Guarantor is no longer a Subsidiary of the Company, (iii) the sale, conveyance or transfer of all or substantially all the assets of such Note Guarantor to another Person other than the Company or a Subsidiary or Affiliate of the Company; *provided, however*, that each such merger, consolidation, sale, conveyance or transfer shall comply with Article 12. At the request of the Company, the Trustee shall execute and deliver an appropriate instrument evidencing such release (in the form provided by the Company). Notwithstanding the foregoing, if the Credit Agreement so requires, any Note Guarantor that has Guaranteed Indebtedness under the Credit Agreement and is being released from its Guarantee thereunder will be simultaneously released from its Note Guarantee hereunder unless an Event of Default has occurred and is continuing.

SECTION 17.03. Successors and Assigns. This Article 17 shall be binding upon each Note Guarantor and its successors and assigns and shall inure to the benefit of the successors and assigns of the Trustee and the Noteholders and, in the event of any transfer or assignment of rights by any Noteholder or the Trustee, the rights and privileges conferred upon that party in this Indenture and in the Notes shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions of this Indenture.

SECTION 17.04. No Waiver. Neither a failure nor a delay on the part of either the Trustee or the Noteholders in exercising any right, power or privilege under this Article 17 shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the Noteholders herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Article 17 at law, in equity, by statute or otherwise.

SECTION 17.05. Modification. No modification, amendment or waiver of any provision of this Article 17, nor the consent to any departure by any Note Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Trustee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Note

Guarantor in any case shall entitle such Note Guarantor to any other or further notice or demand in the same, similar or other circumstances.

SECTION 17.06. Execution of Amendment or Supplemental Indenture for Future Note Guarantors. Each Subsidiary which is required to become a Note Guarantor pursuant to Section 5.08 shall promptly execute and deliver to the Trustee an amendment or supplemental indenture pursuant to which such Subsidiary shall become a Note Guarantor under this Article 17 and shall guarantee the Guaranteed Obligations. Concurrently with the execution and delivery of such amendment or supplemental indenture, the Company shall deliver to the Trustee an Opinion of Counsel and an Officers' Certificate to the effect that such amendment or supplemental indenture has been duly authorized, executed and delivered by such Subsidiary and that, subject to the application of bankruptcy, insolvency, moratorium, fraudulent conveyance or transfer and other similar laws relating to creditors' rights generally and to the principles of equity, whether considered in a proceeding at law or in equity, the Note Guarantee of such Note Guarantor is a legal, valid and binding obligation of such Note Guarantor, enforceable against such Note Guarantor in accordance with its terms and or to such other matters as the Trustee may reasonably request.

SECTION 17.07. Non-Impairment. The failure to endorse a Note Guarantee on any Note shall not affect or impair the validity thereof.

ARTICLE 18

SUBORDINATION OF THE NOTE GUARANTEES

SECTION 18.01. Agreement to Subordinate. Each Note Guarantor agrees, and each Noteholder by accepting a Note agrees, that the obligations of a Note Guarantor hereunder are subordinated in right of payment, to the extent and in the manner provided in this Article 18, to the prior payment in full of all Senior Indebtedness of such Note Guarantor and that the subordination is for the benefit of and enforceable by the holders of such Senior Indebtedness of such Note Guarantor. The obligations hereunder with respect to a Note Guarantor shall in all respects rank *pari passu* in right of payment with all other Senior Subordinated Indebtedness of such Note Guarantor and shall rank senior to all existing and future Subordinated Obligations of such Note Guarantor; and only Indebtedness of such Note Guarantor that is Senior Indebtedness of such Note Guarantor shall rank senior to the obligations of such Note Guarantor in accordance with the provisions set forth herein.

SECTION 18.02. Liquidation, Dissolution, Bankruptcy. Upon any payment or distribution of the assets of a Note Guarantor to creditors upon a total or partial liquidation or a total or partial dissolution of such Note Guarantor or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to such Note Guarantor and its property:

(a) holders of Senior Indebtedness of such Note Guarantor shall be entitled to receive payment in full of such Senior Indebtedness before Noteholders shall be

entitled to receive any payment pursuant to any Guaranteed Obligations from such Note Guarantor; and

(b) until the Senior Indebtedness of such Note Guarantor is paid in full, any payment or distribution to which Noteholders would be entitled but for this Article 18 shall be made to holders of such Senior Indebtedness as their respective interests may appear, except that Noteholders may receive shares of stock and any debt securities that are subordinated to such Senior Indebtedness to at least the same extent as the Note Guarantees.

SECTION 18.03. Default on Designated Senior Indebtedness of a Note Guarantor. A Note Guarantor may not make any payment pursuant to any of the Guaranteed Obligations or repurchase, redeem or otherwise retire any Notes (collectively, “**pay its Guarantee**”) if (a) any Designated Senior Indebtedness of such Note Guarantor is not paid when due or (b) any other default on Designated Senior Indebtedness of such Note Guarantor occurs and the maturity of such Designated Senior Indebtedness is accelerated in accordance with its terms unless, in either case, (i) the default has been cured or waived and any such acceleration has been rescinded or (ii) such Designated Senior Indebtedness has been paid in full; *provided, however*, that such Note Guarantor may pay its Guarantee without regard to the foregoing if such Note Guarantor and the Trustee receive written notice approving such payment from the Representative of the holders of such Designated Senior Indebtedness with respect to which either of the events in clause (a) or (b) of this sentence has occurred and is continuing.

During the continuance of any default (other than a default described in clause (a) or (b) of the preceding sentence) with respect to any Designated Senior Indebtedness of a Note Guarantor pursuant to which the maturity thereof may be accelerated immediately without further notice (except such notice as may be required to effect such acceleration) or the expiration of any applicable grace periods, such Note Guarantor may not pay its Note Guarantee for a period (a “**Guarantee Payment Blockage Period**”) commencing upon the receipt by the Trustee (with a copy to such Note Guarantor and the Company) of written notice (a “**Guarantee Blockage Notice**”) of such default from the Representative of the holders of the Designated Senior Indebtedness of such Note Guarantor specifying an election to effect a Guarantee Payment Blockage Period and ending 179 days thereafter (or earlier if such Guarantee Payment Blockage Period is terminated (a) by written notice to the Trustee (with a copy to such Note Guarantor and the Company) from the Person or Persons who gave such Guarantee Blockage Notice, (b) by repayment in full of such Designated Senior Indebtedness or (c) because no default with respect to any Designated Senior Indebtedness is continuing). Notwithstanding the provisions described in the immediately preceding sentence (but subject to the provisions contained in the first sentence of this Section 18.03), such Note Guarantor may resume payments with respect to its Note Guarantee after the end of such Guarantee Payment Blockage Period, unless the holders of such Designated Senior Indebtedness or the Representative of such holders shall have accelerated the maturity of such Designated Senior Indebtedness and such Designated Senior Indebtedness has not been repaid in full.

Not more than one Guarantee Blockage Notice may be given with respect to a Note Guarantor in any period of 360 consecutive days, irrespective of the number of defaults with respect to Designated Senior Indebtedness of such Note Guarantor during such period; *provided, however*, that if any Guarantee Blockage Notice within such 360-day period is given by or on behalf of any holders of Designated Senior Indebtedness of such Note Guarantor other than the Bank Indebtedness, the Representative of the Bank Indebtedness may give another Guarantee Blockage Notice within such period; *provided further, however*, that in no event may the total number of days during which any Guarantee Payment Blockage Period or Periods is in effect exceed 179 days in the aggregate during any period of 360 consecutive days. For purposes of this Section 18.03, no default or event of default that existed or was continuing on the date of the commencement of any Guarantee Payment Blockage Period with respect to the Designated Senior Indebtedness initiating such Guarantee Payment Blockage Period shall be, or be made, the basis of the commencement of a subsequent Guarantee Payment Blockage Period by the Representative of such Designated Senior Indebtedness, whether or not within a period of 360 consecutive days, unless such default or event of default shall have been cured or waived for a period of not less than 90 consecutive days.

SECTION 18.04. Demand for Payment. If payment of the Notes is accelerated because of an Event of Default and a demand for payment is made on a Note Guarantor pursuant to Article 17, the Trustee (*provided* that the Trustee shall have received written notice from the Company, such Note Guarantor or a Representative identifying such Designated Senior Indebtedness, on which notice the Trustee shall be entitled to rely conclusively) shall promptly notify the holders of the Designated Senior Indebtedness of such Note Guarantor (or the Representative of such holders) of such demand. If any Designated Senior Indebtedness of such Note Guarantor is outstanding, such Note Guarantor may not pay its Note Guarantee until five Business Days after such holders or the Representative of the holders of the Designated Senior Indebtedness of such Note Guarantor receive notice of such demand and, thereafter, may pay its Note Guarantee only if this Article 18 otherwise permits payment at that time.

SECTION 18.05. When Distribution Must Be Paid Over. If a payment or distribution is made to Noteholders that because of this Article 18 should not have been made to them, the Noteholders who receive the payment or distribution shall hold such payment or distribution in trust for holders of the Senior Indebtedness of the relevant Note Guarantor and pay it over to them as their respective interests may appear.

SECTION 18.06. Subrogation. After all Senior Indebtedness of a Note Guarantor is paid in full and until the Notes are paid in full, Noteholders shall be subrogated to the rights of holders of Senior Indebtedness of such Note Guarantor to receive distributions applicable to Designated Senior Indebtedness of such Note Guarantor. A distribution made under this Article 18 to holders of Senior Indebtedness of such Note Guarantor which otherwise would have been made to Noteholders is not, as between such Note Guarantor and Noteholders, a payment by such Note Guarantor on Senior Indebtedness of such Note Guarantor.

SECTION 18.07. Relative Rights. This Article 18 defines the relative rights of Noteholders and holders of Senior Indebtedness of a Note Guarantor. Nothing in this Indenture shall:

(a) impair, as between a Note Guarantor and Noteholders, the obligation of a Note Guarantor which is absolute and unconditional, to make payments with respect to the Guaranteed Obligations to the extent set forth in Article 17; or

(b) prevent the Trustee or any Noteholder from exercising its available remedies upon a default by a Note Guarantor under its obligations with respect to the Guaranteed Obligations, subject to the rights of holders of Senior Indebtedness of such Note Guarantor to receive distributions otherwise payable to Noteholders.

SECTION 18.08. Subordination May Not Be Impaired by a Note Guarantor. No right of any holder of Senior Indebtedness of a Note Guarantor to enforce the subordination of the obligations of such Note Guarantor hereunder shall be impaired by any act or failure to act by such Note Guarantor or by its failure to comply with this Indenture.

SECTION 18.09. Rights of Trustee and Paying Agent. Notwithstanding Section 18.03, the Trustee or the Paying Agent may continue to make payments on the Notes and shall not be charged with knowledge of the existence of facts that would prohibit the making of any such payments unless, not less than two Business Days prior to the date of such payment, a Responsible Officer of the Trustee receives written notice satisfactory to it that payments may not be made under this Article 18. A Note Guarantor, the Note Registrar or co-registrar, the Paying Agent, a Representative or a holder of Senior Indebtedness of a Note Guarantor may give the notice; *provided, however*, that if an issue of Senior Indebtedness of a Note Guarantor has a Representative, only the Representative may give the notice.

Subject to the Trust Indenture Act, the Trustee in its individual or any other capacity may hold Senior Indebtedness of a Note Guarantor with the same rights it would have if it were not Trustee. The Note Registrar and co-registrar and the Paying Agent may do the same with like rights. The Trustee shall be entitled to all the rights set forth in this Article 18 with respect to any Senior Indebtedness of a Note Guarantor which may at any time be held by it, to the same extent as any other holder of Senior Indebtedness of such Note Guarantor; and nothing in Article 8 (except Section 8.13) shall deprive the Trustee of any of its rights as such holder. Nothing in this Article 18 shall apply to claims of, or payments to, the Trustee under or pursuant to Section 8.06 or any other Section of this Indenture.

SECTION 18.10. Distribution or Notice to Representative. Whenever a distribution is to be made or a notice given to holders of Senior Indebtedness of a Note Guarantor, the distribution may be made and the notice given to their Representative (if any).

SECTION 18.11. Article 18 Not to Prevent Events of Default or Limit Right to Accelerate. The failure of a Note Guarantor to make a payment on any of the Guaranteed Obligations by reason of any provision in this Article 18 shall not be construed as preventing the occurrence of a default by such Note Guarantor under such obligations. Nothing in this Article 18 shall have any effect on the right of the Noteholders or the Trustee to make a demand for payment on a Note Guarantor pursuant to Article 17.

SECTION 18.12. Trustee Entitled to Rely. Upon any payment or distribution pursuant to this Article 18, the Trustee and the Noteholders shall be entitled to rely (a) upon any order or decree of a court of competent jurisdiction in which any proceedings of the nature referred to in Section 18.02 are pending, (b) upon a certificate of the liquidating trustee or agent or other Person making such payment or distribution to the Trustee or to the Noteholders or (c) upon the Representatives for the holders of Senior Indebtedness of a Note Guarantor for the purpose of ascertaining the Persons entitled to participate in such payment or distribution, the holders of the Senior Indebtedness of a Note Guarantor and other Indebtedness of a Note Guarantor, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 18. In the event that the Trustee determines, in good faith, that evidence is required with respect to the right of any Person as a holder of Senior Indebtedness of a Note Guarantor to participate in any payment or distribution pursuant to this Article 18, the Trustee may request such Person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of Senior Indebtedness of such Note Guarantor held by such Person, the extent to which such Person is entitled to participate in such payment or distribution and other facts pertinent to the rights of such Person under this Article 18, and, if such evidence is not furnished, the Trustee may defer any payment to such Person pending judicial determination as to the right of such Person to receive such payment. The provisions of Sections 8.01 and 8.02 shall be applicable to all actions or omissions of actions by the Trustee pursuant to this Article 18.

SECTION 18.13. Trustee to Effectuate Subordination. Each Noteholder by accepting a Note authorizes and directs the Trustee on his or her behalf to take such action as may be necessary or appropriate to acknowledge or effectuate the subordination between the Noteholders and the holders of Senior Indebtedness of each of the Note Guarantors as provided in this Article 18 and appoints the Trustee as attorney-in-fact for any and all such purposes.

SECTION 18.14. Trustee Not Fiduciary for Holders of Senior Indebtedness of a Note Guarantor. The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Indebtedness of a Note Guarantor and shall not be liable to any such holders if it shall mistakenly pay over or distribute to Noteholders or the relevant Note Guarantor or any other Person, money or assets to which any holders of Senior Indebtedness of such Note Guarantor shall be entitled by virtue of this Article 18 or otherwise.

SECTION 18.15. Reliance by Holders of Senior Indebtedness of a Note Guarantor on Subordination Provisions. Each Noteholder by accepting a Note acknowledges and agrees that the foregoing subordination provisions are, and are

intended to be, an inducement and a consideration to each holder of any Senior Indebtedness of a Note Guarantor, whether such Senior Indebtedness was created or acquired before or after the issuance of the Notes, to acquire and continue to hold, or to continue to hold, such Senior Indebtedness and such holder of Senior Indebtedness shall be deemed conclusively to have relied on such subordination provisions in acquiring and continuing to hold, or in continuing to hold, such Senior Indebtedness.

SECTION 18.16. Defeasance. The terms of this Article 18 shall not apply to payments from money or the proceeds of U.S. Government Obligations held in trust by the Trustee for the payment of principal of and interest, if any, on the Notes pursuant to the provisions described in Article 13.

ARTICLE 19
MISCELLANEOUS PROVISIONS

SECTION 19.01. Force Majeure. The Trustee shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Trustee (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

SECTION 19.02. USA PATRIOT Act Section 326 Customer Identification Program. The parties hereto acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) requires all financial institutions to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Trustee such information as it may request, from time to time, in order for the Trustee to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

SECTION 19.03. Waiver of Jury Trial. Each of the Company, the Note Guarantors, the Trustee, paying agent, and Note Registrar hereby irrevocably waives to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Indenture, the Notes or the transactions contemplated hereby.

SECTION 19.04. Provisions Binding on Company's Successors. All the covenants, stipulations, promises and agreements by the Company and each Note Guarantor contained in this Indenture shall bind their respective successors and assigns whether so expressed or not.

SECTION 19.05. Official Acts by Successor Corporation. Any act or proceeding by any provision of this Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any Person that shall at the time be the lawful sole successor of the Company.

SECTION 19.06. Addresses for Notices, Etc. Any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee or by the holders of Notes on the Company shall be deemed to have been sufficiently given or made, for all purposes, if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box or sent by telecopier transmission addressed as follows: to ON Semiconductor Corporation, 5005 E. McDowell Road, Phoenix, Arizona 85008, Attention: President, or such other address as the Company may designate from time to time by notice to the Noteholders and the Trustee. Any notice, direction, request or demand hereunder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or served by being deposited, postage prepaid, by registered or certified mail in a post office letter box or sent by telecopier transmission addressed as follows: Deutsche Bank Trust Company Americas, 60 Wall Street-27th Floor, New York, New York 10005, Attention: Trust and Securities Services, or such other address as the Trustee may designate from time to time by notice to the Noteholders and the Company.

The Trustee, by notice to the Company, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Noteholder shall be mailed to him by first-class mail, postage prepaid, at his address as it appears on the Note Register and shall be sufficiently given to him if so mailed within the time prescribed.

Failure to mail a notice or communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

SECTION 19.07. Governing Law. This Indenture and each Note shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof.

SECTION 19.08. Evidence of Compliance With Conditions Precedent, Certificates to Trustee. Upon any application or demand by the Company to the Trustee to take any action under any of the provisions of this Indenture, the Company shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with, and an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Each certificate or opinion provided for in this Indenture and delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Indenture shall include: (1) a statement that the person making such certificate or opinion has read such covenant or condition; (2) a brief statement as to the nature and scope of the examination or investigation upon which the statement or opinion contained in such certificate or opinion is based; (3) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and (4) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

SECTION 19.09. Legal Holidays. In any case in which the date of maturity of principal of the Notes or the redemption date of any Note will not be a Business Day, then payment of such principal of the Notes need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the redemption date.

SECTION 19.10. Trust Indenture Act. This Indenture is hereby made subject to, and shall be governed by, the provisions of the Trust Indenture Act required to be part of and to govern indentures qualified under the Trust Indenture Act; *provided* that unless otherwise required by law, notwithstanding the foregoing, this Indenture and the Notes issued hereunder shall not be subject to the provisions of subsections (a)(1), (a)(2), and (a)(3) of Section 314 of the Trust Indenture Act as now in effect or as hereafter amended or modified; *provided further* that this Section 19.10 shall not require this Indenture or the Trustee to be qualified under the Trust Indenture Act prior to the time such qualification is in fact required under the terms of the Trust Indenture Act, nor shall it constitute any admission or acknowledgment by any party to the Indenture that any such qualification is required prior to the time such qualification is in fact required under the terms of the Trust Indenture Act. If any provision hereof limits, qualifies or conflicts with another provision hereof which is required to be included or with any provision that is deemed to be included in an indenture qualified under the Trust Indenture Act, such required provision or provision deemed to be included shall control.

SECTION 19.11. No Security Interest Created. Nothing in this Indenture or in the Notes, expressed or implied, shall be construed to constitute a security interest under the Uniform Commercial Code or similar legislation, as now or hereafter enacted and in effect, in any jurisdiction in which property of the Company or its subsidiaries is located.

SECTION 19.12. Benefits of Indenture. Nothing in this Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto, any paying agent, any authenticating agent, any Note Registrar and their successors hereunder and the holders of Notes any benefit or any legal or equitable right, remedy or claim under this Indenture.

SECTION 19.13. Table of Contents, Headings, Etc. The table of contents and the titles and headings of the Articles and Sections of this Indenture have been inserted

for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 19.14. Authenticating Agent. The Trustee may appoint an authenticating agent that shall be authorized to act on its behalf, and subject to its direction, in the authentication and delivery of Notes in connection with the original issuance thereof and transfers and exchanges of Notes hereunder, including under Sections 2.04, 2.05, 2.06, 2.07, 3.03, 3.05, 3.06, 3.10 and 15.02, as fully to all intents and purposes as though the authenticating agent had been expressly authorized by this Indenture and those Sections to authenticate and deliver Notes. For all purposes of this Indenture, the authentication and delivery of Notes by the authenticating agent shall be deemed to be authentication and delivery of such Notes “by the Trustee” and a certificate of authentication executed on behalf of the Trustee by an authenticating agent shall be deemed to satisfy any requirement hereunder or in the Notes for the Trustee’s certificate of authentication. Such authenticating agent shall at all times be a Person eligible to serve as trustee hereunder pursuant to Section 8.09.

Any corporation into which any authenticating agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, consolidation or conversion to which any authenticating agent shall be a party, or any corporation succeeding to the corporate trust business of any authenticating agent, shall be the successor of the authenticating agent hereunder, if such successor corporation is otherwise eligible under this Section 19.14, without the execution or filing of any paper or any further act on the part of the parties hereto or the authenticating agent or such successor corporation.

Any authenticating agent may at any time resign by giving written notice of resignation to the Trustee and to the Company. The Trustee may at any time terminate the agency of any authenticating agent by giving written notice of termination to such authenticating agent and to the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any authenticating agent shall cease to be eligible under this Section, the Trustee shall either promptly appoint a successor authenticating agent or itself assume the duties and obligations of the former authenticating agent under this Indenture and, upon such appointment of a successor authenticating agent, if made, shall give written notice of such appointment of a successor authenticating agent to the Company and shall mail notice of such appointment of a successor authenticating agent to all holders of Notes as the names and addresses of such holders appear on the Note Register.

The Company agrees to pay to the authenticating agent from time to time such reasonable compensation for its services as shall be agreed upon in writing between the Company and the authenticating agent.

The provisions of Sections 8.02, 8.03, 8.04 and 9.03 and this Section 19.14 shall be applicable to any authenticating agent.

SECTION 19.15. Execution in Counterparts. This Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 19.16. Severability. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Deutsche Bank Trust Company Americas hereby accepts the trusts in this Indenture declared and provided, upon the terms and conditions herein above set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed.

ON SEMICONDUCTOR CORPORATION,
SEMICONDUCTOR COMPONENTS
INDUSTRIES, LLC,
SCG (MALAYSIA SMP) HOLDING
CORPORATION,
SCG (CZECH) HOLDING
CORPORATION,
SCG (CHINA) HOLDING
CORPORATION,
SEMICONDUCTOR COMPONENTS
INDUSTRIES PUERTO RICO, INC.,
SEMICONDUCTOR COMPONENTS
INDUSTRIES OF RHODE ISLAND, INC.,
SCG INTERNATIONAL DEVELOPMENT
LLC, and
SEMICONDUCTOR COMPONENTS
INDUSTRIES INTERNATIONAL OF
RHODE ISLAND, INC.

By:

Name:

Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as
Trustee

By: DEUTSCHE BANK NATIONAL
TRUST COMPANY

By:

Name:

Title:

By:

Name:

Title:

FORM OF NOTE

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

[ADD ADDITIONAL LEGENDS, IF APPLICABLE PURSUANT TO THE INDENTURE]

ON SEMICONDUCTOR CORPORATION

2.625% Convertible Senior Subordinated Notes due 2026, Series B

CUSIP: []

No.

\$

ON Semiconductor Corporation., a corporation duly organized and validly existing under the laws of the State of Delaware (herein called the “**Company**”, which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received hereby promises to pay to CEDE & CO. or its registered assigns, the principal sum as set forth on Schedule I hereto on December 15, 2026, at the office or agency of the Company maintained for that purpose in accordance with the terms of the Indenture, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest, semiannually on June 15 and December 15 of each year, commencing June 15, 2012, on said principal sum at said office or agency, in like coin or currency, at the rate per annum of 2.625%, from the June 15 or December 15, as the case may be, from the most recent Interest Payment Date to which interest has been paid or duly provided for, unless no interest has been paid or duly provided for on the Notes, in which case from December [—], 2011 until payment of said principal sum and interest has been made or duly provided for; *provided* that if any Interest Payment Date is not a Business Day, then payment shall be made on the next succeeding Business Day. Except as otherwise provided in the Indenture, the interest payable on the Notes pursuant to the Indenture on any Interest Payment Date will be paid to the Person in whose name any Note is registered on the Note Register at the close of business on any Regular Record Date with respect to any Interest Payment Date. Interest on the Notes will be computed on the basis of a 360-day year composed of twelve 30-day months. The Company shall pay interest (i) on any Notes in certificated form by check mailed to the address of the Person entitled thereto as it appears in the Note register (or upon written application by such Person to the Note Registrar not later than the relevant Regular Record Date, by wire transfer in immediately available funds to such Person’s account within the United States, if such Person is entitled to interest on an aggregate principal in excess of \$1,000,000) or (ii) on any Global Note by wire transfer of immediately available funds to the account of the Depositary or its nominee.

To the extent that payment of such interest is enforceable under applicable law, the Company promises to pay interest on overdue payments of principal (whether at maturity or in connection with any redemption, repurchase or otherwise) or interest at a rate of 1.00% per annum above the otherwise applicable interest rate on the Notes from the required payment date of such overdue payment.

Reference is made to the further provisions of this Note set forth on the reverse hereof, including, without limitation, provisions giving the holder of this Note the right to convert this Note into cash and Common Stock of the Company on the terms and subject to the limitations referred to on the reverse hereof and as more fully specified in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Note shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of laws principles thereof.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Trustee or a duly authorized authenticating agent under the Indenture.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

ON SEMICONDUCTOR CORPORATION

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes described in the within-named Indenture.

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: _____
Authorized Signatory

FORM OF REVERSE OF NOTE

ON SEMICONDUCTOR CORPORATION

2.625% CONVERTIBLE SENIOR SUBORDINATED NOTES DUE 2026,
SERIES B

This Note is one of a duly authorized issue of Notes of the Company, designated as its 2.625% Convertible Senior Subordinated Notes Due 2026, Series B (herein called the “**Notes**”), unlimited in aggregate principal amount, issued and to be issued under and pursuant to an Indenture dated as of December [—], 2011 (herein called the “**Indenture**”), between the Company, Semiconductor Components Industries, LLC, SCG (Malaysia SMP) Holding Corporation, SCG (Czech) Holding Corporation, SCG (China) Holding Corporation, Semiconductor Components Industries Puerto Rico, Inc., Semiconductor Components Industries of Rhode Island, Inc., SCG International Development LLC and Semiconductor Components Industries International of Rhode Island, Inc., as guarantors (collectively, the “**Note Guarantors**”) and Deutsche Bank Trust Company Americas, as trustee (herein called the “**Trustee**”), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Note Guarantors and the holders of the Notes.

To guarantee the due and punctual payment of the principal and interest on the Notes and all other amounts payable by the Company under the Indenture and the Notes when and as the same shall be due and payable, whether at maturity, by acceleration or otherwise, according to the terms of the Notes and the Indenture, the Note Guarantors have, jointly and severally, unconditionally guaranteed the Guaranteed Obligations on a senior subordinated basis pursuant to the terms of the Indenture.

The Notes are subordinated in right of payment to Senior Indebtedness, as defined in the Indenture. To the extent provided in the Indenture, Senior Indebtedness must be paid before the Notes may be paid. Each of the Company and each Note Guarantor agrees, and each Noteholder by accepting a Note agrees, to the subordination provisions contained in the Indenture and authorizes the Trustee to give it effect and appoints the Trustee as attorney-in-fact for such purpose.

In case an Event of Default shall have occurred and be continuing, the principal and interest on all Notes may be declared by either the Trustee or the holders of not less than 25% in aggregate principal amount of the Notes then outstanding, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of at least a majority in aggregate

principal amount of the Notes at the time outstanding, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the holders of the Notes; *provided* that no such supplemental indenture shall, without the consent of each Noteholder so affected: (a) extend the fixed maturity of any Note; (b) reduce the principal amount or premium thereof or change the date on which any Note may be redeemed pursuant to Section 3.01 of the Indenture; (c) reduce the rate, or extend the stated time for payment, of interest on any Note; (d) reduce any amount payable on redemption or repurchase of the Notes; (e) change the obligation of the Company to repurchase any Note at the option of a Noteholder on a Repurchase Date in a manner adverse to the holders of Notes, or change the obligation of the Company to repurchase any Note upon the happening of a Designated Event in a manner adverse to the holders of Notes; (f) impair the right of any Noteholder to receive payment of principal and interest of such holder's Notes on or after the due dates therefore or to institute suit for the payment thereof; (g) make the principal and interest thereof payable in any coin or currency other than that provided herein; (h) impair the right to convert the Notes or reduce the amount of consideration receivable by a Noteholder upon conversion subject to the terms set forth in the Indenture, including Section 15.06 thereof; (i) modify any of the provisions of Section 11.02 or Section 7.07 of the Indenture, except to increase any such percentage or to provide that certain other provisions of the Indenture cannot be modified or waived without the consent of the holder of each Note so affected; (j) change any obligation of the Company to maintain an office or agency in the places and for the purposes set forth in Section 5.02 of the Indenture; (k) reduce the quorum or voting requirements set forth in Article 10 or modify or change Article 16, 17 or 18 in any manner adverse to the Noteholders' rights thereunder; or (l) reduce the aforesaid percentage of Notes, the holders of which are required to consent to any such amendment or supplemental indenture, without the consent of the holders of all Notes then outstanding. Subject to the provisions of the Indenture, the holders of a majority in aggregate principal amount of the Notes at the time outstanding may on behalf of the holders of all of the Notes waive any past Default or Event of Default under the Indenture and its consequences except (A) a default in the payment of interest on, or the principal of, the Notes when due which has not been cured pursuant to the provisions of Section 7.01 of the Indenture, (B) a default in the payment of the Redemption Price pursuant to Article 3 of the Indenture, (C) a default in the payment of the Designated Event Repurchase Price or Purchase Price pursuant to Article 3 of the Indenture, or (D) a default in respect of a covenant or provisions of the Indenture which under Article 11 of the Indenture cannot be modified or amended without the consent of the holders of each or all Notes then outstanding or affected thereby. Any such consent or waiver by the holder of this Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such holder and upon all future holders and owners of this Note and any Notes which may be issued in exchange or substitution hereof, irrespective of whether or not any notation thereof is made upon this Note or such other Notes.

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

The Notes are issuable in fully registered form, without coupons, in denominations of \$1,000 principal amount and any multiple of \$1,000. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture. Without payment of any service charge but with payment of a sum sufficient to cover any tax, assessment or other governmental charge that may be imposed in connection with any registration or exchange of Notes, Notes may be exchanged for a like aggregate principal amount of Notes of any other authorized denominations.

At any time on or after December 20, 2016 and prior to maturity, the Notes may be redeemed at the option of the Company, in whole or in part, upon mailing a notice of such redemption not less than 30 days but not more than 60 days before the redemption date to the holders of Notes at their last registered addresses, all as provided in the Indenture, at a cash Redemption Price equal to 100% of the principal amount of the Notes being redeemed, plus accrued and unpaid interest to, but excluding, the redemption date; *provided, however*, that if the redemption date falls after a Regular Record Date and on or prior to the corresponding Interest Payment Date, then interest payable on such Interest Payment Date shall be paid on such Interest Payment Date to the holders of record of such Notes on the applicable Regular Record Date instead of the holders surrendering such Notes for redemption and the Redemption Price payable will be 100% of the principal amount of such Notes and will not include any interest.

The Notes are not subject to redemption through the operation of any sinking fund.

Subject to the provisions of the Indenture, if a Noteholder elects to convert Notes in connection with a Fundamental Change that occurs prior to December 15, 2016, in which the consideration is not at least 90% common stock that is listed on or immediately after such Fundamental Change will be listed on, the New York Stock Exchange, the Nasdaq Stock Market or the American Stock Exchange, the Conversion Rate applicable to each \$1,000 principal amount of Notes so converted shall be increased by an additional number of shares of Common Stock (the “**Additional Shares**”) as set forth in the Indenture.

If a Designated Event occurs at any time prior to maturity of the Notes, the Company shall become obligated to purchase, at the option of the holder, all or any portion of the Notes held by such holder, on a date specified by the Company that is thirty (30) days after notice thereof at a cash Designated Event Repurchase Price of 100% of the principal amount, plus accrued and unpaid interest to, but excluding, the Designated Event Repurchase Date; *provided, however*, that if the

Designated Event Repurchase Date falls after a Regular Record Date and on or prior to the corresponding Interest Payment Date, then interest payable on such Interest Payment Date shall be paid on such Interest Payment Date to the holders of record of such Notes on the applicable Regular Record Date instead of the holders surrendering such Notes for repurchase and the Designated Event Repurchase Price payable will be 100% of the principal amount of such Note and will not include any interest. The Notes will be subject to repurchase in multiples of \$1,000 principal amount. The Company shall mail to all holders of record of the Notes a notice of the occurrence of a Designated Event and of the repurchase right arising as a result thereof on or before the 30th day after the occurrence of such Designated Event. To exercise such right, a holder shall deliver to the Company such Note with the form entitled “**Designated Event Repurchase Notice**” on the reverse thereof duly completed, together with the Note, duly endorsed for transfer, on or before the close of business on the second Business Day immediately preceding the Designated Event Repurchase Date, and shall deliver the Notes to the Trustee (or other paying agent appointed by the Company) as set forth in the Indenture.

Subject to the terms and conditions of the Indenture, the Company shall become obligated to purchase, at the option of the holder, all or any portion of the Notes held by such holder on December 15 of 2016 and 2021 in whole multiples of \$1,000 at a cash Repurchase Price of 100% of the principal amount, plus accrued and unpaid interest to, but excluding, the Repurchase Date; *provided, however*, that if the Repurchase Date falls after a Regular Record Date and on or prior to the corresponding Interest Payment Date, then interest payable on such Interest Payment Date shall be paid on such Interest Payment Date to the holders of record of such Notes on the applicable Regular Record Date instead of the holders surrendering such Notes for repurchase and the Repurchase Price payable will be 100% of the principal amount of such Note and will not include any interest; *provided further, however*, that no Notes may be repurchased by the Company pursuant to this paragraph if the principal amount of the Notes has been accelerated and such acceleration has not been rescinded on or prior to the Repurchase Date. To exercise such right, a holder shall deliver to the Company such Note with the form entitled “**Repurchase Notice**” on the reverse thereof duly completed, together with the Note, duly endorsed for transfer, at any time from the opening of business on the date that is 20 Business Days prior to such Repurchase Date until the close of business on the date that is two Business Days prior to the Repurchase Date, and shall deliver the Notes to the Trustee (or other paying agent appointed by the Company) as set forth in the Indenture.

Holders have the right to withdraw any Designated Event Repurchase Notice or the Repurchase Notice, as the case may be, by delivering to the Trustee (or other paying agent appointed by the Company) a written notice of withdrawal up to the close of business on the Designated Event Repurchase Date or the Repurchase Date, as the case may be, all as provided in the Indenture.

If money or cash, sufficient to pay the Designated Event Repurchase Price or the Repurchase Price of all Notes or portions thereof to be purchased as of the Designated Event Repurchase Date or the Repurchase Date, as the case may be, is deposited with the Trustee (or other paying agent appointed by the Company), on the Designated Event Repurchase Date or the Repurchase Date, as the case may be, interest will cease to accrue on such Notes (or portions thereof) immediately after such Designated Event Repurchase Date or Repurchase Date, as they case may be, and the holder thereof shall have no other rights as such other than the right to receive the repurchase price upon surrender of such Note.

Subject to the occurrence of certain events and in compliance with the provisions of the Indenture, prior to the final maturity date of the Notes, the holder hereof has the right, at its option, to convert each \$1,000 principal amount of the Notes into cash and shares of the Company's Common Stock at a Conversion Rate of 95.2381 shares (a conversion price of approximately \$10.50 per share), as such shares shall be constituted at the date of conversion and subject to adjustment from time to time as provided in the Indenture, upon surrender of this Note with the form entitled "**Conversion Notice**" on the reverse thereof duly completed, to the Company at the office or agency of the Company maintained for that purpose in accordance with the terms of the Indenture, or at the option of such holder, the Corporate Trust Office, and, unless the shares issuable on conversion are to be issued in the same name as this Note, duly endorsed by, or accompanied by instruments of transfer in form satisfactory to the Company duly executed by, the holder or by his duly authorized attorney. The Company will notify the holder thereof of any event triggering the right to convert the Notes as specified above in accordance with the Indenture.

Upon conversion, a Noteholder will not receive any separate cash payment for accrued and unpaid interest, except as set forth below. The Company's settlement of the Conversion Obligations as provided for in the Indenture shall be deemed to satisfy its obligation to pay the principal amount of the Notes that are converted, and accrued and unpaid interest in respect of such Notes. As a result, accrued and unpaid interest to, but not including, the Conversion Date shall be deemed to be paid in full rather than canceled, extinguished or forfeited. Notwithstanding the preceding sentence, if Notes are converted after the close of business on a Regular Record Date, holders of such Notes as of the close of business on the Regular Record Date will receive the interest payable on such Notes on the corresponding Interest Payment Date notwithstanding the conversion. Notes surrendered for conversion during the period from the close of business on any Regular Record Date to the opening of business on the corresponding Interest Payment Date must be accompanied by payment of an amount equal to the interest payable on the Notes so converted; *provided, however*, that no such payment need be made (1) if the Company has specified a redemption date that is after such Regular Record Date and on or prior to the corresponding Interest Payment Date, (2) if the Company has specified a Designated Event Repurchase Date that is after such Regular Record Date and on or prior to the corresponding Interest Payment Date or (3) to the extent of any

overdue interest existing at the time of conversion with respect to such Note. Except as described above, no payment or adjustment will be made for accrued interest on converted Notes.

No fractional shares will be issued upon any conversion, but an adjustment and payment in cash will be made, as provided in the Indenture, in respect of any fraction of a share which would otherwise be issuable upon the surrender of any Note or Notes for conversion. At the Company's option, the Company may issue one share of its Common Stock in lieu of paying cash for fractional shares.

A Note in respect of which a holder is exercising its right to require repurchase upon a Designated Event or repurchase on a Repurchase Date may be converted only if such holder withdraws its election to exercise either such right in accordance with the terms of the Indenture.

Any Notes called for redemption, unless surrendered for conversion by the holders thereof on or before the close of business on the Business Day preceding the redemption date, may be deemed to be redeemed from the holders of such Notes for an amount equal to the applicable redemption price, by one or more investment banks or other purchasers who may agree with the Company (i) to purchase such Notes from the holders thereof and convert them into shares of the Company's Common Stock and (ii) to make payment for such Notes as aforesaid to the Trustee in trust for the holders.

Upon due presentment for registration of transfer of this Note at the office or agency of the Company maintained for that purpose in accordance with the terms of the Indenture, a new Note or Notes of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange thereof, subject to the limitations provided in the Indenture, without charge except for any tax, assessment or other governmental charge imposed in connection therewith.

The Company, the Trustee, any authenticating agent, any paying agent, any conversion agent and any Note Registrar may deem and treat the registered holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue and notwithstanding any notation of ownership or other writing hereon made by anyone other than the Company or any Note Registrar) for the purpose of receiving payment hereof, or on account hereof, for the conversion hereof and for all other purposes, and neither the Company nor the Trustee nor any other authenticating agent nor any paying agent nor other conversion agent nor any Note Registrar shall be affected by any notice to the contrary. All payments made to or upon the order of such registered holder shall, to the extent of the sum or sums paid, satisfy and discharge liability for monies payable on this Note.

No recourse for the payment of the principal and interest of this Note, or for any claim based hereon or otherwise in respect hereof, and no recourse under or upon any obligation, covenant or agreement of the Company in the Indenture

or any supplemental indenture or in any Note, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, employee, agent, officer or director or subsidiary, as such, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

This Note shall be deemed to be a contract made under the laws of New York, and for all purposes shall be construed in accordance with the laws of New York, without regard to conflicts of laws principles thereof.

Terms used in this Note and defined in the Indenture are used herein as therein defined.

ABBREVIATIONS

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

TEN COM -	as tenants in common	UNIF GIFT MIN ACT -	Custodian
TEN ENT -	as tenant by the entireties	(Cust) (Minor)	
JT TEN -	as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act	

		(State)	

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

CONVERSION NOTICE

TO: ON SEMICONDUCTOR CORPORATION DEUTSCHE BANK TRUST COMPANY AMERICAS

The undersigned registered owner of this Note hereby irrevocably exercises the option to convert this Note, or the portion thereof (which is \$1,000 or a multiple thereof) below designated, into cash and shares of Common Stock of ON Semiconductor Corporation in accordance with the terms of the Indenture referred to in this Note, and directs that the cash and shares issuable and deliverable upon such conversion, together with any check in payment for fractional shares and any Notes representing any unconverted principal amount hereof, be issued and delivered to the registered holder hereof unless a different name has been indicated below; provided that the Company may at its option issue one share of Common Stock in lieu of paying cash for any fractional shares. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture. If shares or any portion of this Note not converted are to be issued in the name of a person other than the undersigned, the undersigned will provide the appropriate information below and pay all transfer taxes payable with respect thereto. Any amount required to be paid by the undersigned on account of interest accompanies this Note.

Dated: _____

Signature(s)

Signature(s) must be guaranteed by an “**eligible guarantor institution**” meeting the requirements of the Note Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“**STAMP**”) or such other “**signature guarantee program**” as may be determined by the Note Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Signature Guarantee

Fill in the registration of shares of Common Stock if to be issued, and Notes if to be delivered, other than to and in the name of the registered holder:

(Name)

(Street Address)

(City, State and Zip Code)

Please print name and address

Principal amount to be converted (if less than all):

\$ _____

Social Security or Other Taxpayer Identification Number:

Book Entry Delivery to: _____

DTC Participant Name: _____

DTC Participant Number: _____

Deliver Notes (if any) via Book Entry Delivery to:

DTC Participant Name: _____

DTC Participant Number: _____

DESIGNATED EVENT REPURCHASE NOTICE

TO: ON SEMICONDUCTOR CORPORATION DEUTSCHE BANK TRUST COMPANY AMERICAS

The undersigned registered owner of this Note hereby irrevocably acknowledges receipt of a notice from ON Semiconductor Corporation (the “Company”) regarding the right of holders to elect to require the Company to repurchase the Notes upon the occurrence of a Designated Event with respect to the Company and requests and instructs the Company to repay the entire principal amount of this Note, or the portion thereof (which is \$1,000 or an integral multiple thereof) below designated, in accordance with the terms of the Indenture at the price of 100% of such entire principal amount or portion thereof, together (if required under the Indenture) with accrued interest to, but excluding, the Designated Event Repurchase Date, to the registered holder hereof. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture. The Notes, or applicable portion thereof, shall be repurchased by the Company pursuant to the terms and conditions specified in the Indenture.

\$ principal amount of the Notes to which this Designated Event Repurchase Notice relates (if less than entire principal amount)

Dated:

Signature(s):

NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

Note Certificate Number (if applicable):

Principal amount to be repurchased (if less than all):

Social Security or Other Taxpayer Identification Number:

REPURCHASE NOTICE

TO: ON SEMICONDUCTOR CORPORATION DEUTSCHE BANK TRUST COMPANY AMERICAS

The undersigned registered owner of this Note hereby irrevocably acknowledges receipt of a notice from ON Semiconductor Corporation (the “**Company**”) regarding the right of holders to elect to require the Company to repurchase the Notes and requests and instructs the Company to repay the entire principal amount of this Note, or the portion thereof (which is \$1,000 or an integral multiple thereof) below designated, in accordance with the terms of the Indenture at the price of 100% of such entire principal amount or portion thereof, together (if required under the Indenture) with accrued interest to, but excluding, the Repurchase Date, to the registered holder hereof. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture. The Notes, or applicable portion thereof, shall be repurchased by the Company as of the Repurchase Date pursuant to the terms and conditions specified in the Indenture.

\$ _____ principal amount of the Notes to which this Repurchase Notice relates (if less than entire principal amount)

Dated:

Signature(s):

NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

Note Certificate Number (if applicable):

Principal amount to be repurchased (if less than all):

Social Security or Other Taxpayer Identification Number:

ASSIGNMENT

For value received _____ hereby sell(s) assign(s) and transfer(s) unto _____ (Please insert social security or other Taxpayer Identification Number of assignee) the within Note, and hereby irrevocably constitutes and appoints _____ attorney to transfer said Note on the books of the Company, with full power of substitution in the premises.

In connection with any transfer of the Note when and to the extent subject to the restrictions on transfer contained in Rule 144 under the Securities Act (or any successor provision) (other than any transfer pursuant to a registration statement that has been declared effective under the Securities Act), the undersigned confirms that such Note is being transferred:

- To ON Semiconductor Corporation or a subsidiary thereof; or
- To a **“qualified institutional buyer”** in compliance with Rule 144A under the Securities Act of 1933, as amended; or
- Pursuant to and in compliance with Rule 144 under the Securities Act of 1933, as amended; or
- Pursuant to a Registration Statement which has been declared effective under the Securities Act of 1933, as amended, and which continues to be effective at the time of transfer;

and unless the Note has been transferred to ON Semiconductor Corporation or a subsidiary thereof, the undersigned confirms that such Note is not being transferred to an **“affiliate”** of the Company as defined in Rule 144 under the Securities Act of 1933, as amended.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered holder thereof.

Dated: _____

Signature(s)

Signature(s) must be guaranteed by an **“eligible guarantor institution”** meeting the requirements of the Note Registrar, which requirements

include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other **“signature guarantee program”** as may be determined by the Note Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Signature Guarantee

NOTICE: The signature on the Conversion Notice, the Designated Event Repurchase Notice, the Repurchase Notice or the Assignment must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

ON SEMICONDUCTOR CORPORATION
2.625% Convertible Senior Subordinated Notes due 2026, Series B

No. _____
The original principal amount of this Note is \$ _____ MILLION DOLLARS (\$ _____). The principal amount has been adjusted in accordance with the terms of the Indenture as set forth below:

<u>Date</u>	<u>Principal Amount</u>	<u>Notation Explaining Principal Amount Recorded</u>	<u>Authorized Signature of Trustee or Custodian</u>
-------------	-------------------------	--	---

FORM OF EXCHANGE AGREEMENT¹

This Agreement (this “Agreement”) is entered into as of [—], 2011 by and between ON Semiconductor Corporation, a Delaware corporation (the “Company”), and [—], a [—] (the “Holder”), as the lawful owner of \$[—] aggregate principal amount (the “Old Notes”) of the Company’s 2.625% Convertible Senior Subordinated Notes due 2026 (CUSIP 682189AG0 and 682189AF2) (the “Outstanding Notes”). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the indenture relating to the Outstanding Notes.

RECITALS

The Company has determined that it is in the best interests of the Company to exchange the Holder’s Old Notes for new 2.625% Convertible Senior Subordinated Notes due 2026, Series B of the Company (CUSIP 682189AH8) (the “New Notes”) having terms as set forth in Exhibit A-1 that are substantially similar to the terms of the Outstanding Notes except as set forth in Exhibit A-2 hereto, in an amount (the “New Note Amount”) equal to the principal amount of the Old Notes and to cancel the Holder’s Old Notes in accordance with the terms hereof (the “Exchange”);

A. The New Notes shall be issued pursuant to an Indenture, to be dated as of the Closing Date (as defined below), among the Company, the subsidiary guarantors described therein (the “Guarantors”), Deutsche Bank Trust Company Americas (the “Trustee”), as trustee, paying agent, conversion agent, transfer agent and registrar (the “Indenture”), such Indenture to be in substantially the form of Exhibit C; and

B. The Holder wishes to exchange the Old Notes for New Notes on the terms and subject to the conditions described herein.

AGREEMENT

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Holder hereby agree as follows:

1. Exchange of the Old Notes. Subject to the satisfaction of the conditions set forth in Section 6 and Section 7 below, on the Closing Date (as defined below), the Holder shall deliver to Deutsche Bank Trust Company Americas, as trustee for the Outstanding Notes, such of the Holder’s Old Notes duly and validly endorsed for transfer and assignment to the Company or its order (in a form satisfactory to the Company) in exchange for (i) New Notes having an aggregate principal amount equal to the New Note Amount in accordance with the terms hereof, and (ii) such other consideration as may be listed on Schedule I hereto. Delivery of Old Notes by the Holder shall be by book-entry transfer through the facilities of the Depository Trust Company (“DTC”) as set forth in Exhibit B hereto.

2. Issuance of New Notes. Subject to the satisfaction of the conditions set forth in Section 6 and Section 7 below, the Company shall cause the Trustee to credit the DTC account(s) as set forth in Exhibit B hereto (or such other DTC account as the Holder may in writing direct) with New Notes having an aggregate principal amount equal to the New Note Amount against delivery to the Company of the Holder’s Old Notes set forth in Section 1 above.

¹ The actual Exchange Agreement executed may differ from this form and may differ from any form executed with another holder.

3. Closing. The consummation of the transactions contemplated by this Agreement (the “Closing”) shall occur at 10:00 a.m. Eastern Standard Time or such other times as the parties agree upon, on the second business day or such other date as the parties agree upon after the last of the conditions to Closing set forth in Section 6 and Section 7 herein (other than conditions that by their terms can only be satisfied on the Closing Date) have been satisfied or waived by the party entitled to waive the same or on any such other date as to which the parties mutually agree in writing (the “Closing Date”).

4. Representations and Warranties of the Company.

a. **Authorization; Issuance; Enforcement.** (i) Each of the Company and the Guarantors have all requisite power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby and to issue the New Notes and the guarantees thereof in accordance with the terms hereof, (ii) the execution and delivery of this Agreement by the Company and the consummation by it and the Guarantors of the transactions contemplated hereby (including, without limitation, the execution of the Indenture, issuance of the New Notes and guarantees with respect thereto, and the issuance of shares of the Company’s common stock upon conversion of the New Notes) have been duly authorized by all necessary corporate action on the part of the Company and the Guarantors, and (iii) this Agreement constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors’ rights generally.

b. **Form T-3.** An application on Form T-3 under the Trust Indenture Act, relating to the Indenture (the “Form T-3”) has been filed with the Securities and Exchange Commission (the “SEC”).

c. **New Note Indenture.** The Indenture shall be duly and validly qualified under the Trust Indenture Act, and substantially in the form of Exhibit C hereto.

d. **Compliance with Securities Laws.** The transactions contemplated hereby do not contravene any applicable securities laws and the rules and regulations promulgated thereunder, including Section 3(a)(9) of the Securities Act of 1933, as amended (the “Securities Act”).

e. **No Default.** To the knowledge of the Company, no Event of Default (as defined in the Outstanding Notes) is continuing as of the date hereof.

f. **Due Incorporation.** The Company is a company duly organized and is existing in good standing under the laws of the State of Delaware; the Guarantors are duly organized and are existing in good standing under the laws of their respective jurisdictions of formation.

g. **Non-Contravention.** The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby will not (i) result in a violation of the Certificate of Incorporation or the Bylaws of the Company or the organizational documents of any Guarantor or (ii) constitute a

default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company or a Guarantor is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree applicable to the Company or any Guarantor or by which any property or asset of the Company or any Guarantor is bound or affected, except with respect to clauses (ii) or (iii) for any defaults, accelerations, terminations, amendments, cancellations or violations, that will not have a material adverse effect on the financial condition or business of the Company and its consolidated subsidiaries, considered as a whole.

h. SEC Filings. The Company's Annual Report on Form 10-K most recently filed with the SEC and all subsequent reports (the "Company Reports") which have been filed by the Company with the SEC pursuant to Section 13(a) under the Exchange Act when filed, did not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. Representations and Warranties of the Holder

a. Title to Outstanding Notes. The Holder has valid, legal and marketable title to the Old Notes and to all of the rights afforded thereunder, free and clear of any and all liens or adverse claims whatsoever. As of the Closing Date, the Holder shall not have assigned, conveyed or transferred any interest whatsoever (contingent or otherwise) in the Old Notes. Upon delivery of the Old Notes by the Holder to the Company, the Company will acquire valid, legal and marketable title to the Old Notes free and clear of any and all liens or adverse claims whatsoever.

b. Affiliate and Open Market Purchases. Either (A) the Holder did not directly or indirectly acquire the Old Notes from the Company, or from an Affiliate of the Company, in a transaction or chain of transactions not involving any public offering; or (B) both (i) the Holder is not (and, during the three months preceding the date hereof, has not been), and the Holder will not be on the Closing Date (and, during the three months preceding the Closing Date, will not have been) a "person" (as defined in Rule 144(a)(2) under the Securities Act) who is an Affiliate of the Company; and (ii) a period (calculated in accordance with Rule 144(d) under the Securities Act) of least one (1) year has elapsed on the date hereof, and will have elapsed on the Closing Date, in each case since the later of the date the Old Notes were acquired from the Company or from an Affiliate of the Company and the full purchase price or other consideration for the Old Notes was paid or given. As used herein, "Affiliate" has the meaning ascribed to it in Rule 144(a)(1) and (2) under the Securities Act.

c. Authorization; Enforcement. The Holder has all requisite power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized by all necessary corporate or other action on the part of the Holder. This Agreement has been duly executed and delivered on behalf of the Holder, and constitutes the legal, valid and binding agreement of the Holder, enforceable in accordance with its terms, except as enforcement may be limited by

equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

d. Information. The Holder acknowledges that the Holder has received and reviewed the information set forth in Exhibit A-1 and Exhibit A-2 hereto (Summary of New Notes, The Exchange, Summary of Material Differences Between the Outstanding Notes and the New Notes, Risk Factors and Certain Material U.S. Federal Income Tax Considerations of the Exchange Offer), Exhibit C hereto (Form of Indenture for New Notes), and the Company Reports.

e. Governmental Review. The Holder understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the New Notes or the Exchange.

f. Investment Considerations. The Holder is in the business of acquiring, disposing of and holding securities, whether as principal or agent. The Holder is knowledgeable, sophisticated and experienced in business and financial matters and has previously invested in securities similar to the New Notes. The Holder is able to bear the economic risk of its investment in the New Notes and is presently able to afford the complete loss of such investment and it has been afforded access to information about the Company and its financial condition, results of operations, business, property and management sufficient to enable the Holder to evaluate its investment in the New Notes. The Holder acknowledges it has been afforded the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the New Notes. The Holder further acknowledges that it has not relied on the Company or its representatives for any tax advice related to the Exchange and that it has consulted with its own tax advisor with respect to the application of the United States Federal income tax laws to its particular situation as well as any tax consequences of the Exchange and the ownership and disposition of the New Notes and the common stock underlying such New Notes.

g. No Registration. The Holder understands the New Notes have not been and will not be registered under the Securities Act or the securities laws of any state of the United States and that the sale contemplated hereby is being made in reliance on an exemption from such registration pursuant to Section 3(a)(9) of the Securities Act and, as such, the New Notes will be subject to any transfer restrictions applicable to the Old Notes. The Holder has not acted on behalf of the Company.

h. No Solicitation. The Holder was not solicited by anyone on behalf of the Company (other than employees of the Company) to enter into this transaction, and it has not solicited any other holder of the Company's Outstanding Notes to participate in a similar transaction.

i. No Other Representation. The Holder has not relied upon any verbal or written representation as to fact or otherwise made by or on behalf of the Company, other than as set out herein.

6. Conditions to the Company's Obligations. The obligations of the Company hereunder are subject to the satisfaction, at or before the Closing Date, of each of the following conditions thereto, provided that, other than with respect to paragraph (e) below, these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion:

a. Delivery of Certificates Representing the Old Notes. The Holder shall have duly and validly transferred and assigned the Old Notes to the Company or its order.

b. Representations and Warranties. The representations and warranties of the Holder shall be true and correct as of the date when made and as of the Closing Date as though made at that time.

c. No Prohibition. No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement; no stop order or proceedings seeking a stop order shall have been initiated or threatened by the SEC.

d. Necessary Filings. The Company shall have made all filings under all applicable federal or state securities laws necessary to consummate the issuance of the New Notes pursuant to this Agreement in compliance with such laws and shall have obtained all authorizations, approvals and permits necessary to consummate the transactions contemplated hereby, and such authorizations, approvals and permits shall be effective as of the Closing Date.

e. Effectiveness of Form T-3. The Form T-3 shall have been declared effective by the SEC and the Indenture shall be qualified under the Trust Indenture Act.

7. Conditions to the Holder's Obligations. The obligations of the Holder hereunder are subject to the satisfaction, at or before the Closing Date, of each of the following conditions, provided that, other than with respect to paragraph (c) below, these conditions are for the Holder's sole benefit and may be waived by Holder at any time in its sole discretion:

a. Representations and Warranties. The representations and warranties of the Company shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time.

b. No Prohibition. No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement; no stop order or proceedings seeking a stop order shall have been initiated or threatened by the SEC.

c. Effectiveness of Form T-3. The Form T-3 shall be declared effective by the SEC and the Indenture shall have been qualified under the Trust Indenture Act.

8. Miscellaneous

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New York applicable to agreements made and to be performed in New York (without regard to principles of conflict of laws). Both parties irrevocably consent to the non-exclusive jurisdiction of the United States federal courts and the state courts located in the Borough of Manhattan, City of New York, New York, with respect to any suit or proceeding based on or arising under this Agreement, the agreements entered into in connection herewith or the transactions contemplated hereby or thereby and irrevocably agree that all claims in respect of such suit or proceeding may be determined in such courts. Both parties irrevocably waive the defense of an inconvenient forum to the maintenance of such suit or proceeding. Both parties further agree that service of process upon a party mailed by first class mail shall be deemed in every respect effective service of process upon the party in any such suit or proceeding. Nothing herein shall affect either party's right to serve process in any other manner permitted by law. Both parties agree that a final non-appealable judgment in any such suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on such judgment or in any other lawful manner.

b. Counterparts, Signatures by Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. This Agreement, once executed by a party, may be delivered to the other party hereto by facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

c. Headings. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

d. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement or the validity or enforceability of this Agreement in any other jurisdiction.

e. Entire Agreement; Amendments. This Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor the Holder makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be waived or amended other than by an instrument in writing signed by the parties.

f. Notices. Any notices required or permitted to be given under the terms of this Agreement shall be sent by certified or registered mail (return receipt requested) or delivered personally or by courier (including a recognized overnight delivery service) or by facsimile and shall be effective five days after being placed in the mail, if mailed by regular U.S. mail, or upon receipt, if delivered personally or by courier (including a recognized overnight delivery service) or by facsimile, in each case addressed to a party. The addresses for such communications shall be:

If to the Company:

ON Semiconductor Corporation
5005 E. McDowell Road
Phoenix, Arizona 85008
Facsimile:
Attention:

If to the Holder, the address as set forth on the signature page herein.

Each party shall provide notice to the other party of any change in address.

g. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Neither the Company nor the Holder shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other.

h. Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

i. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

j. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and the Holder have caused this Agreement to be duly executed as of the date first above written.

ON Semiconductor Corporation

By: _____

Name: _____

Title: _____

[HOLDER]

By: _____

Name: _____

Title: _____

The address for any communications to the Holder pursuant to Section 8(f) herein shall be:

Address: _____

Facsimile: _____

Attention: _____

Email: _____

Telephone: _____

SCHEDULE 1

Terms of Exchange

Principal amount of Old Notes to be exchanged: \$[—]

Interest²

Additional cash: \$[—] [per \$1,000 principal amount of Old Notes]

Total additional cash: \$[—] [for the aggregate principal amount of Old Notes to be exchanged] [actual payment may be net of certain interest accrued after the Closing Date, see Note 2 below]

Cash amounts shall be payable to the Holder on or promptly after the Closing Date in accordance with the wire instructions of the Holder set forth in Exhibit B hereto.

² The Company shall pay accrued and unpaid interest on the Old Notes to be exchanged from and including the prior interest payment date to, but excluding, the Closing Date. If the Closing Date is between a record date and an interest payment date for the Old Notes, instead of paying accrued and unpaid interest on the Old Notes to be exchanged, the Company shall make the regular interest payment on the applicable interest payment date to the record holder on the record date and shall net from the amount of total additional cash to be paid on the Closing Date the interest that would have accrued with respect to the number of days from and including the Closing Date to, but excluding, the applicable interest payment date.

EXHIBIT A-1
SUMMARY OF THE NEW NOTES

2.625% Convertible Senior Subordinated Notes due 2026, Series B

Issuer:	ON Semiconductor Corporation
NASDAQ ticker for common stock:	ONNN
Title of securities:	2.625% Convertible Senior Subordinated Notes due 2026
Principal amount per note:	\$1,000
Interest rate:	2.625% per annum
Reference price:	[\$]
Conversion price:	Approximately \$10.50 per share of common stock
Conversion rate:	95.2381 shares of common stock per \$1,000 aggregate principal amount of convertible senior subordinated notes
Trustee:	Deutsche Bank Trust Company Americas
Interest payment dates:	June 15 and December 15 of each year, beginning June 15, 2012
Maturity:	December 15, 2026
Optional redemption:	Beginning on December 20, 2016, the issuer may redeem the notes, in whole or in part, for cash at a price of 100% of the principal amount plus accrued and unpaid interest to, but excluding, the redemption date.
Conversion rights:	Holder may freely convert their notes on or after June 15, 2016. Prior to June 15, 2016, holders may convert their notes under any of the following conditions: <ul style="list-style-type: none">— during the five business-day period immediately following any five consecutive trading-day period in which the trading price per \$1,000 principal amount of notes for each day of such period was less than 103% of the product of the closing sale price of the issuer's common stock and the conversion rate; or— upon the occurrence of specified corporate events described in the indenture.
Repurchase at the option of the holder:	Holder may require the issuer to repurchase all or a portion of their notes for cash at a repurchase price equal to 100% of the principal amount of the notes on December 15 of 2016 and 2021, plus accrued and unpaid interest to, but excluding, the repurchase date.
Repurchase at the option of the holder upon a designated event:	If a designated event occurs prior to maturity of the notes, holders may require the issuer to repurchase all or part of their notes at a repurchase price equal to 100% of their principal amount, plus accrued and unpaid interest to, but excluding, the repurchase date. A "designated event" will be deemed to have occurred upon a fundamental change or a termination of trading.
Listing:	None
Trade date:	December [], 2011
CUSIP:	
ISIN:	
Adjustment to shares delivered upon conversion upon a fundamental change	Upon the occurrence of a fundamental change, a holder may convert the notes based on the adjustments to the conversion rate specified in the following table, which sets forth the hypothetical stock price and number of additional shares issuable per \$1,000 principal amount of notes upon conversions in connection with a fundamental change: [Insert Make whole table]

The exact stock price and effective date may not be set forth in the table above, in which case:

If the stock price is between two stock price amounts in the table or the effective date is between two effective dates in the table, the number of additional shares will be determined by a straight-line interpolation between the number of additional shares set forth for the higher and lower stock price amounts and the two dates, as applicable, based on a 365/366-day year.

In addition, if the stock price is less than \$[] or in excess of \$[] per share, subject to adjustment, the issuer is not required to increase the conversion rate.

In no event, however, will the total number of shares issuable upon conversion of a note exceed [] per \$1,000 principal amount of notes, subject to adjustments.

EXHIBIT A-2

[THE EXCHANGE , SUMMARY OF MATERIAL DIFFERENCES BETWEEN THE OUTSTANDING
NOTES AND THE NEW NOTES, RISK FACTORS AND CERTAIN MATERIAL U.S. FEDERAL
INCOME TAX CONSIDERATIONS OF THE EXCHANGE OFFER]

THE EXCHANGE

We may issue up to \$200,000,000 aggregate principal amount of Convertible Senior Subordinated Notes or such additional amount as may be approved by our Board of Directors but not exceeding \$215,000,000 (the "New Notes") in one or more privately negotiated exchange transactions (collectively, the "Exchanges") with holders of our outstanding 2.625% Convertible Senior Subordinated Notes due 2026 (the "Outstanding Notes"). The New Notes will be issued under an indenture, to be entered into upon the consummation of the Exchanges, by and among us, Deutsche Bank Trust Company Americas, as trustee, paying agent, conversion agent, transfer agent and registrar and the subsidiary guarantors listed therein (the "Indenture"). As used herein, the "Company," "we," "us," or "our," refers, unless the context requires otherwise, to ON Semiconductor Corporation, as the issuer of the New Notes offered hereby.

We have filed with the Securities and Exchange Commission ("SEC") our application on Form T-3 for qualification of the Indenture under the Trust Indenture Act of 1939. The form of Indenture has been filed as an exhibit to Form T-3 (the "Application"). No Exchanges will occur, and no New Notes will be issued, before the Indenture has been qualified.

We have not authorized anyone to provide you with any information or to make any representation not contained in this document or referred to herein. We do not take any responsibility for, and can provide no assurances as to, the reliability of any information that others may provide you. This document may only be used where it is legal to offer or sell the New Notes. The information in this document may only be accurate as of its date.

We are relying on Section 3(a)(9) of the Securities Act of 1933, as amended, which we refer to as the Securities Act, to exempt the Exchanges from the registration requirements of the Securities Act. We are also relying on the provisions of Section 18(b) of the Securities Act to exempt the Exchanges from state securities law registration and qualification requirements. We have not filed and will not file a registration statement under the Securities Act or any other federal or state securities laws with respect to the New Notes or any shares of common stock that may become issuable upon conversion of the New Notes.

In making a decision in connection with an Exchange, noteholders must rely on their own examination of us and the terms of an Exchange, including the merits and risks involved. Noteholders should not construe the contents of this document as providing any legal, business, financial or tax advice. Each noteholder should consult with its own legal, business, financial and tax advisors with respect to any such matters concerning an Exchange.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS DOCUMENT IS ACCURATE OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

December 2, 2011

SUMMARY OF MATERIAL DIFFERENCES BETWEEN THE OUTSTANDING NOTES AND THE NEW NOTES

Set forth below is a summary of the material differences between the Outstanding Notes and the New Notes. Except as set forth below, the New Notes will have the same terms as the Outstanding Notes with respect to conversion, ranking and repurchase at option of holder upon designated events. Please consult the Indenture for a complete description of the New Notes.

	<u>Outstanding Notes</u>	<u>New Notes</u>
Optional Redemption	Beginning on December, 20 2013, we may redeem the notes, in whole or in part, for cash at a price of 100% of the principal amount plus accrued and unpaid interest to, but excluding, the redemption date.	Beginning on December 20, 2016, we may redeem the notes, in whole or in part, for cash at a price of 100% of the principal amount plus accrued and unpaid interest to, but excluding, the redemption date.
Repurchase at Option of Holder	You may require us to repurchase the notes for cash at a repurchase price equal to 100% of the principal amount of such notes on December 15, 2013, 2016 and 2021, plus accrued and unpaid interest to, but excluding, the repurchase date.	You may require us to repurchase the notes for cash at a repurchase price equal to 100% of the principal amount of such notes on December 15, 2016, and 2021, plus accrued and unpaid interest to, but excluding, the repurchase date.
Right to Convert	Prior to June 15, 2013, the notes are convertible only upon the occurrence of certain specified events. After June 15, 2013, the notes are convertible at any time.	Prior to June 15, 2016, the notes are convertible only upon the occurrence of certain specified events. After June 15, 2016, the notes are convertible at any time.
Adjustment to Shares Delivered Upon Conversion Upon a Fundamental Change	If specified “fundamental changes” occur prior to December 15, 2013, we will increase the conversion rate for a holder who elects to convert its notes in connection with such fundamental change upon conversion in certain circumstances.	If specified “fundamental changes” occur prior to December 15, 2016, we will increase the conversion rate for a holder who elects to convert its notes in connection with such fundamental change upon conversion in certain circumstances.

The Outstanding Notes were originally issued pursuant to an exemption from registration under Rule 144A under the Securities Act with registration rights. The Outstanding Notes (other than Outstanding Notes held by affiliates of the Company) have become freely tradable under Rule 144 under the Securities Act and because the New Notes will have the same holding periods as the Outstanding Notes, the New Notes (other than any to be issued to affiliates of the Company) will be freely tradable as well.

RISK FACTORS

You should carefully consider the risks and uncertainties described below and in our reports filed with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, before exchanging Outstanding Notes for the New Notes. In particular, we refer you to the disclosure regarding certain risk factors applicable to us and our business in our Annual Report on Form 10-K for the year ended December 31, 2010 and our Quarterly Reports on Form 10-Q filed after that date.

Risks related to the Exchange

If an active trading market for the New Notes does not develop, then the market price of the New Notes may decline or you may not be able to sell your New Notes.

We do not intend to list the New Notes on any securities exchange. If the New Notes are traded, they may trade at a discount, depending on prevailing interest rates, the market for similar securities, the price of our common stock, the performance of our business and other factors. We do not know whether an active trading market will develop for the New Notes. To the extent that an active trading market does not develop, you may not be able to resell the New Notes or may only be able to sell them at a substantial discount.

The consummation of the Exchange may be delayed or may not occur.

Consummation of the Exchange will be subject to the satisfaction of certain conditions, including that the Indenture is qualified under the Trust Indenture Act. Even if an exchange agreement is executed, the closing of the Exchange may be delayed for a significant period of time. Accordingly, you may have to wait longer than expected to receive New Notes in the Exchange, during which time you will not be able to effect transfers of your Outstanding Notes subject to the exchange agreement.

The consideration to be received in the Exchange Offer does not reflect any fairness valuation.

Our board of directors has made no determination that the consideration to be received in the Exchange represents a fair valuation of either the Outstanding Notes or the New Notes. We have not obtained a fairness opinion from any financial advisor about the fairness to us or to you of the consideration to be received by holders of Outstanding Notes.

Any obligations we have that mature prior to December 15, 2016 will be paid before the optional redemption date of the New Notes.

We have outstanding indebtedness, and may incur additional indebtedness from time to time, that is or may become due prior to the optional redemption date of the New Notes. In particular, the holders of the Outstanding Notes can require us to repurchase their notes on December 15, 2013, and the holders of other series of our convertible senior subordinated notes can require us to repurchase their notes on multiple dates prior to the optional redemption date of the New Notes.

The Outstanding Notes and other series of our convertible senior subordinated notes will be convertible at the option of the holder prior to the time the New Notes become convertible.

Except in limited cases, the New Notes are not convertible prior to June 15, 2016. The Outstanding Notes and other series of our convertible senior subordinated notes will become convertible prior to that date.

The adjustment to the conversion rate for notes converted in connection with certain fundamental changes may not adequately compensate you for any lost value of your notes as a result of such transaction.

If certain fundamental changes occur prior to December 15, 2016, we will increase the conversion rate by a number of additional shares of our common stock for notes converted in connection with such fundamental change. The increase in the conversion rate will be determined based on the date on which the fundamental change becomes

effective and the price paid per share of our common stock in such transaction. The adjustment to the conversion rate for notes converted in connection with a fundamental change may not adequately compensate you for any lost value of your notes as a result of such transaction. In addition, if the price of our common stock in the transaction is greater than \$50.00 per share or less than \$7.50 per share (in each case, subject to adjustment), no adjustment will be made to the conversion rate.

Moreover, in no event will the total number of shares of common stock issuable upon conversion exceed 133.3333 per \$1,000 principal amount of notes, subject to adjustment. The enforceability of our obligation to deliver the additional shares upon a fundamental change could be subject to general principles of reasonableness of economic remedies.

There is no condition that a minimum principal amount of Outstanding Notes be exchanged.

We may issue up to \$200,000,000 aggregate principal amount of New Notes in exchange for Outstanding Notes (or up to \$215,000,000 if our Board approves this amount); however, there is no assurance that we will successfully negotiate or consummate Exchanges with any other holders of Outstanding Notes. If we do not issue New Notes in Exchanges with holders other than you, there may be no trading market for the New Notes.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

This summary does not address all of the U.S. federal income tax consequences that may be relevant to holders, nor does it address specific tax consequences that may be relevant to particular holders that are subject to special tax rules (including, for example, banks or financial institutions, broker-dealers, insurance companies, regulated investment companies, tax-exempt entities, common trust funds, dealers in securities or currencies, traders who elect to mark to market their securities, pass-through entities (and investors in such entities), “controlled foreign corporations,” “passive foreign investment companies,” U.S. expatriates, U.S. holders that have a functional currency other than the U.S. dollar, individuals who are present in the United States for more than 183 days in the taxable year of the Exchange, persons subject to the alternative minimum tax and persons in special situations, such as those who hold Outstanding Notes or New Notes as part of a straddle, hedge, conversion transaction or other integrated investment).

U.S. Treasury Circular 230 Notice

The tax discussions contained in this Offer to Exchange were written for use in connection with the promotion or marketing of the transactions or matters addressed herein. These discussions were not intended or written to be used or relied upon, and cannot be used or relied upon, for the purpose of avoiding U.S. tax penalties. You should consult your own independent tax advisor in determining the tax consequences to you of participating in an Exchange or holding the notes or our common stock, including the application to your particular situation of the U.S. tax issues discussed, as well as the application of state, local, foreign or other tax laws.

U.S. Holders

The following is a summary of certain U.S. federal tax consequences of participating in an Exchange that generally will apply to you if you are a beneficial owner of Outstanding Notes or New Notes that is for U.S. federal income tax purposes (i) a citizen or individual resident of the United States, (ii) a corporation (or other entity taxable as a corporation) created or organized in the United States or under the laws of the United States, any state thereof, or the District of Columbia, or (iii) any other person subject to U.S. net income taxation in respect of its investment in the Outstanding Notes (a “U.S. holder”).

An Exchange of Outstanding Notes for New Notes will constitute a significant modification of the Outstanding Notes (and therefore an exchange for U.S. federal income tax purposes) if the cash consideration paid to you in connection with the Exchange causes the yield on the New Notes to vary from the yield on the Outstanding Notes by more than 25 basis points, as determined for U.S. federal income tax purposes, or if based on all other facts

and circumstances, the legal rights and obligations that are altered and the degree to which they are altered are economically significant. We expect that one or more of these conditions will be satisfied and that an Exchange will be treated as a deemed exchange of the Outstanding Notes for New Notes for U.S. federal income tax purposes. In that case, the exchange of Outstanding Notes for New Notes will qualify as a recapitalization, in which case generally you will recognize gain (but not loss) in an amount equal to the lesser of (i) the amount of gain realized, which is the excess of the issue price of the New Notes (discussed below) and the amount of cash that you receive (excluding amounts attributable to accrued and unpaid interest) over your adjusted tax basis in the Outstanding Notes exchanged, or (ii) the amount of cash that you receive (excluding amounts attributable to accrued and unpaid interest). Such gain generally will be capital gain, except to the extent of market discount not previously included in income. Capital gain will be long-term capital gain if your holding period for the Outstanding Notes is more than one year at the time of the exchange. In addition, your holding period for the New Notes received will include your holding period for the Outstanding Notes exchanged, any market discount on the Outstanding Notes may be treated as market discount on the New Notes, and your initial tax basis in the New Notes will equal the adjusted tax basis of the Outstanding Notes immediately prior to the Exchange, decreased by the amount of cash received (excluding amounts attributable to accrued and unpaid interest) and increased by the amount of gain, if any, that you recognize in respect of the Exchange.

The issue price of a debt instrument received in an exchange depends upon whether either the debt instruments exchanged or the debt instruments received are “publicly traded” for U.S. federal income tax purposes. We believe that the Outstanding Notes are currently publicly traded and that the New Notes are likely to be publicly traded within the meaning of these rules, in which case the issue price of the New Notes will be their fair market value at the time of the Exchange.

Accrued and Unpaid Interest. Any amounts that you receive that are attributable to accrued and unpaid interest on the Outstanding Notes will be treated as ordinary income for U.S. federal income tax purposes.

The rules described above are complex, and their application will depend on the particular terms of any Exchange in which you participate and whether the Outstanding Notes or New Notes are publicly traded at that time. You should consult with your own tax advisor as to the consequences of any Exchange in which you participate, including the determination of whether the Exchange will be treated as a deemed exchange for U.S. federal income tax purposes, the issue price of New Notes treated as issued in a deemed exchange, the consequences to you of an Exchange that is not treated as a deemed exchange for U.S. federal income tax purposes, and the tax treatment of owning or disposing of the New Notes or our common stock.

Non-U.S. Holders

If you are not a U.S. holder, any gain realized by you on the exchange of Outstanding Notes for New Notes generally will not be subject to U.S. federal income or withholding tax. Cash consideration received by you in an Exchange that is treated as a deemed exchange for U.S. federal income tax purposes should be treated as part of the amount realized in the Exchange and therefore should not be subject to U.S. federal income or withholding tax.

Any amounts that you receive that are attributable to accrued and unpaid interest on the Outstanding Notes will be treated in the same manner as described in the offering memorandum for the Outstanding Notes. You should consult your tax advisor to determine the tax consequences to you of receiving cash consideration for participating in an Exchange, including in the event that the Exchange is not treated as a deemed exchange for U.S. federal income tax purposes.

Backup Withholding and Information Reporting

Unless you are an “exempt recipient” (generally, corporations and certain other persons who, when required, demonstrate their exempt status), you generally will be subject to information reporting with respect to the cash consideration received on the Exchange of Outstanding Notes for New Notes. You will also be subject to backup withholding on such amounts at a 28% rate if you fail to supply an accurate taxpayer identification number or otherwise fail to comply with applicable certification requirements. Backup withholding tax is not an additional tax and may be credited against your regular U.S. federal income tax liability or refunded by the IRS. You should consult your tax advisor regarding the application of these rules.

EXHIBIT B
[WIRE AND DTC DELIVERY INSTRUCTIONS BY HOLDER]

Delivery of Old Notes

Old Notes will be delivered via a DWAC withdrawal by the Holder:

CUISP# _____
Par _____ \$ _____
DTC# _____
Name of Issue: _____ On Semiconductor 2.625% Convertible Senior Subordinated Notes due 2026
FAST Transfer Agent #: _____

Issuance of New Notes

New Notes will be delivered via DTC from the following account of the Trustee:

CUISP# _____
Par _____ \$ _____
Institution _____
DTC# _____

To the following account of the Holder:

Par _____ \$ _____
Name of Bank/Broker: _____
DTC# _____
Account# _____
Account Name: _____

Wire Instructions for payments:

Bank Name _____
Bank Address: _____
ABA# _____
Account# _____
Account Name: _____
Ref _____

EXHIBIT C
[FORM OF INDENTURE GOVERNING THE NEW NOTES]

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

**DEUTSCHE BANK TRUST COMPANY AMERICAS
(formerly BANKERS TRUST COMPANY)**

(Exact name of trustee as specified in its charter)

NEW YORK
(Jurisdiction of Incorporation or
organization if not a U.S. national bank)

13-4941247
(I.R.S. Employer
Identification no.)

**60 WALL STREET
NEW YORK, NEW YORK**
(Address of principal executive offices)

10005
(Zip Code)

**Deutsche Bank Trust Company Americas
Attention: Lynne Malina
Legal Department
60 Wall Street, 37th Floor
New York, New York 10005
(212) 250 – 0677**

(Name, address and telephone number of agent for service)

ON Semiconductor Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

36-3840979
(IRS Employer
Identification No.)

**5005 E. McDowell Road
Phoenix, Arizona 85008**

<u>Name of Subsidiary Guarantor</u>	<u>Jurisdiction of Formation</u>	<u>IRS Employer Identification No.</u>
Semiconductor Components Industries, LLC	Delaware	36-4292817
SCG (Malaysia SMP) Holding Corporation	Delaware	36-4307329
SCG (Czech) Holding Corporation	Delaware	36-4292303
SCG (China) Holding Corporation	Delaware	36-4265717
Semiconductor Components Industries Puerto Rico, Inc.	Delaware	36-4304551
Semiconductor Components Industries of Rhode Island, Inc.	Rhode Island	05-0347660
SCG International Development LLC	Delaware	36-4292819
Semiconductor Components Industries International of Rhode Island, Inc.	Rhode Island	05-0492494

Convertible Senior Subordinated Notes
(Title of the Indenture securities)

Item 1. General Information.

Furnish the following information as to the trustee.

(a) Name and address of each examining or supervising authority to which it is subject.

Name

Federal Reserve Bank (2nd District)
Federal Deposit Insurance Corporation
New York State Banking Department

Address

New York, NY
Washington, D.C.
Albany, NY

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with Obligor.

If the obligor is an affiliate of the Trustee, describe each such affiliation.

Not Applicable.

Item 3. -15. Not Applicable

Item 16. List of Exhibits.

- Exhibit 1 -** Restated Organization Certificate of Bankers Trust Company dated August 6, 1998, Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated September 25, 1998, Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated December 16, 1998, and Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated February 27, 2002 - Incorporated herein by reference to Exhibit 1 filed with Form T-1 Statement, Registration No. 333-157637-01.
- Exhibit 2 -** Certificate of Authority to commence business - Incorporated herein by reference to Exhibit 2 filed with Form T-1 Statement, Registration No. 333-157637-01.
- Exhibit 3 -** Authorization of the Trustee to exercise corporate trust powers - Incorporated herein by reference to Exhibit 3 filed with Form T-1 Statement, Registration No. 333-157637-01.
- Exhibit 4 -** Existing By-Laws of Deutsche Bank Trust Company Americas, as amended on April 15, 2002 business - Incorporated herein by reference to Exhibit 4 filed with Form T-1 Statement, Registration No. 333-157637-01.

-
- Exhibit 5 -** Not applicable.
- Exhibit 6 -** Consent of Bankers Trust Company required by Section 321(b) of the Act. - business - Incorporated herein by reference to Exhibit 6 filed with Form T-1 Statement, Registration No. 333-157637-01.
- Exhibit 7 -** The latest report of condition of Deutsche Bank Trust Company Americas dated as of September 30, 2011. Copy attached.
- Exhibit 8 -** Not Applicable.
- Exhibit 9 -** Not Applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Deutsche Bank Trust Company Americas, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on this 2nd day of December, 2011.

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: /s/ Carol Ng

Name: Carol Ng

Title: Vice President

Legal Title of Bank

Page RC-1

NEW YORK**15**

City

NV **10005**

State Zip Code

FDIC Certificate Number: 00623

Consolidated Report of Condition for Insured Commercial and State-Chartered Savings Banks for September 30, 2011

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

	Dollar Amounts in Thousands		RCFD	Tril	Bil	Mil	Thou
ASSETS							
1. Cash and balances due from depository institutions (from Schedule RC-A):							
a. Noninterest-bearing balances and currency and coin (1)			0081			210,000	1.a
b. Interest-bearing balances (2)			0071			18,447,000	1.b
2. Securities:							
a. Held-to-maturity securities (from Schedule RC-B, column A)			1754			0	2.a
b. Available-for-sale securities (from Schedule RC-B, column D)			1773			1,548,000	2.b
3. Federal funds sold and securities purchased under agreements to resell:							
a. Federal funds sold in domestic offices						159,000	3.a
b. Securities purchased under agreements to resell (3)						0	3.b
4. Loans and lease financing receivables (from Schedule RC-C):							
a. Loans and leases held for sale			5369			0	4.a
b. Loans and leases, net of unearned income	B528	15,880,000					4.b
c. LESS: Allowance for loan and lease losses	3123	94,000					4.c
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)			B529			15,786,000	4.d
5. Trading assets (from Schedule RC-D)						4,386,000	5
6. Premises and fixed assets (including capitalized leases)						55,000	6
7. Other real estate owned (from Schedule RC-M)						23,000	7
8. Investments in unconsolidated subsidiaries and associated companies						0	8
9. Direct and indirect investments in real estate ventures						0	9
10. Intangible assets:							
a. Goodwill			3163			0	10.a
b. Other intangible assets (from Schedule RC-M)			0426			43,000	10.b
11. Other assets (from Schedule RC-F)						5,149,000	11
12. Total assets (sum of items 1 through 11)						45,806,000	12

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held for trading.

(3) Includes all securities resale agreements in domestic and foreign offices, regardless of maturity.

Schedule RC—Continued

	Dollar Amounts in Thousands		Tril Bil Mil Thou	
LIABILITIES				
13. Deposits:			RCON	
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, part I)			2200	19,103,000 13.a
(1) Noninterest-bearing (1)	6631	12,838,000		13.a.1
(2) Interest-bearing	6636	6,265,000		13.a.2
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, part II)			RCFN	9,864,000 13.b
(1) Noninterest-bearing	6631	5,566,000		13.b.1
(2) Interest-bearing	6636	4,298,000		13.b.2
14. Federal funds purchased and securities sold under agreements to repurchase:			RCON	
a. Federal funds purchased in domestic offices (2)			B993	4,728,000 14.a
b. Securities sold under agreements to repurchase (3)			RCFD	
15. Trading liabilities (from Schedule RC-D)			B995	0 14.b
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)			3548	227,000 15
17. and 18. Not applicable			3190	261,000 16
19. Subordinated notes and debentures (41)			3200	0 19
20. Other liabilities (from Schedule RC-G)			2930	1,853,000 20
21. Total liabilities (sum of items 13 through 20)			2948	36,036,000 21
22. Not applicable				

(1) Includes noninterest-bearing demand, time, and savings deposits.

(2) Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."

(3) Includes all securities repurchase agreements in domestic and foreign offices, regardless of maturity.

(4) Includes limited-life preferred stock and related surplus.

EQUITY CAPITAL

Bank Equity Capital	RCFD	Tril	Bil	Mil	Thou
23. Perpetual preferred stock and related surplus	3838			1,500,000	23
24. Common stock	3230			2,127,000	24
25. Surplus (excludes all surplus related to preferred stock)	3839			598,000	25
26. a. Retained earnings	3632			5,311,000	26.a
b. Accumulated other comprehensive income (5)	B530			23,000	26.b
c. Other equity capital components (6)	A130			0	26.c
27. a. Total bank equity capital (sum of items 23 through 26.c)	3210			9,559,000	27.a
b. Noncontrolling (minority) interests in consolidated subsidiaries	3000			211,000	27.b
28. Total equity capital (sum of items 27.a and 27.b)	G105			9,770,000	28
29. Total liabilities and equity capital (sum of items 21 and 28)	3300			45,806,000	29

Memoranda

To be reported with the March Report of Condition.

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2010	RCFD	Number
	6724	N/A M.1
1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank		4= Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)
2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)		5 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)
		6 = Review of the bank's financial statements by external auditors
3 = Attestation on bank management's assertion on the effectiveness of the bank's internal control over financial reporting by a certified public accounting firm.		7 = Compilation of the bank's financial statements by external auditors
		8 = Other audit procedures (excluding tax preparation work)
		9 = No external audit work

To be reported with the March Report of Condition.

2. Bank's fiscal year-end date	RCON	MM/ DD
(5) Includes net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and minimum pension liability adjustments.	8678	N/A M.2
(6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.		